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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM 10-K**

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2010

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

COMMISSION FILE NO. 1-10308

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**AVIS BUDGET GROUP, INC.**

(Exact name of Registrant as specified in its charter)

**DELAWARE**

(State or other jurisdiction of incorporation or organization)

**06-0918165**

(I.R.S. Employer Identification Number)

**6 SYLVAN WAY  
PARSIPPANY, NJ**

(Address of principal executive offices)

**07054**

(Zip Code)

**973-496-4700**

(Registrant's telephone number, including area code)

**SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:**

**TITLE OF EACH CLASS**

Common Stock, Par Value \$.01

**NAME OF EACH EXCHANGE  
ON WHICH REGISTERED**

The NASDAQ Global Select Market

**SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:**

**None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities and Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the Registrant's common stock held by non-affiliates of the Registrant on June 30, 2010 was \$1,001,279,006 based on the closing price of our common stock on the New York Stock Exchange. All executive officers and directors of the registrant have been deemed, solely for the purpose of the foregoing calculation, to be "affiliates" of the registrant.

The number of shares outstanding of the Registrant's common stock was 103,654,955 as of January 31, 2011.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Registrant's definitive proxy statement to be mailed to stockholders in connection with the Registrant's annual stockholders' meeting scheduled to be held on May 20, 2011 (the "Annual Proxy Statement") are incorporated by reference into Part III hereof.

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## FORWARD-LOOKING STATEMENTS

The forward-looking statements contained herein are subject to known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on various facts and were derived utilizing numerous important assumptions and other important factors that could cause actual results to differ materially from those in the forward-looking statements. Forward-looking statements include the information concerning our future financial performance, business strategy, projected plans and objectives. Statements preceded by, followed by or that otherwise include the words “believes”, “expects”, “anticipates”, “intends”, “projects”, “estimates”, “plans”, “may increase”, “may fluctuate” and similar expressions or future or conditional verbs such as “will”, “should”, “would”, “may” and “could” are generally forward-looking in nature and not historical facts. You should understand that the following important factors and assumptions could affect our future results and could cause actual results to differ materially from those expressed in such forward-looking statements:

- the high level of competition in the vehicle rental industry and the impact such competition may have on pricing and rental volume;
- an increase in our fleet costs as a result of an increase in the cost of new vehicles and/or a decrease in the price at which we dispose of used vehicles either in the used vehicle market or under repurchase or guaranteed depreciation programs;
- the results of operations or financial condition of the manufacturers of our cars, which could impact their ability to perform their payment obligations under the agreements we have with them, including repurchase and/or guaranteed depreciation arrangements, and/or their willingness or ability to make cars available to us or the rental car industry as a whole on commercially reasonable terms or at all;
- any reduction in travel demand, including any reduction in airline passenger traffic;
- any weakness in economic conditions generally, including in the housing market, particularly during our peak season or in key market segments;
- our ability to continue to achieve and maintain cost savings and successfully implement our business strategies;
- our ability to obtain financing for our operations, including the funding of our vehicle fleet via the asset-backed securities and lending market consistent with current costs, and the financial condition of financial-guaranty firms that have insured a portion of our outstanding vehicle-backed debt;
- an occurrence or threat of terrorism, pandemic disease, natural disasters or military conflict in the locations in which we operate;
- our dependence on third-party distribution channels, third-party suppliers of other services and co-marketing arrangements with third parties;
- our ability to utilize derivative instruments, and the impact of derivative instruments we currently utilize, which can be affected by fluctuations in interest rates and exchange rates, changes in government regulations and other factors;
- our ability to accurately estimate our future results;
- a major disruption in our communication networks or information systems;
- our exposure to uninsured claims in excess of historical levels;

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- our failure or inability to comply with regulations or contractual obligations or any changes in regulations or contractual obligations, including with respect to personally identifiable information;
- any impact on us from the actions of our licensees, dealers and independent contractors;
- substantial increases in the cost, or decreases in the supply, of fuel, vehicle parts, energy, labor or other resources on which we depend to operate our business;
- risks related to our indebtedness, including our substantial amount of debt and our ability to incur substantially more debt;
- our ability to meet the financial and other covenants contained in the agreements governing our indebtedness;
- the terms of agreements among us and our former real estate, hospitality and travel distribution businesses following the separation of those businesses from us during third quarter 2006, particularly with respect to the allocation of assets and liabilities, including contingent liabilities and guarantees, the ability of each of the separated companies to perform its obligations, including its indemnification obligations, under these agreements, and the former real estate business' right to control the process for resolving disputes related to contingent liabilities and assets;
- risks associated with litigation involving the Company;
- risks related to tax obligations;
- the effect of future changes in accounting standards;
- risks related to the proposed acquisition of Dollar Thrifty Automotive Group, Inc. ("Dollar Thrifty"), including the timing to consummate such acquisition, the ability and timing to obtain required regulatory approvals and financing (and any conditions thereto), the expected incurrence of incremental indebtedness to help fund the acquisition, our ability to promptly and effectively integrate the businesses of Dollar Thrifty and Avis Budget Group, and the impact of pending or future litigation relating to any potential acquisition; and
- other business, economic, competitive, governmental, regulatory, political or technological factors affecting our operations, pricing or services.

Other factors and assumptions not identified above, including those described under "Risk Factors" set forth in Item 1A herein, were also involved in the derivation of these forward-looking statements, and the failure of such other assumptions to be realized, as well as other factors, may also cause actual results to differ materially from those projected. Most of these factors are difficult to predict accurately and are generally beyond our control.

You should consider the areas of risk described above, as well as those described under "Risk Factors" set forth in Item 1A herein and those that may be disclosed from time to time in filings with the Securities and Exchange Commission (the "Commission"), in connection with any forward-looking statements that may be made by us and our businesses generally. Except to the extent of our obligations under the federal securities laws, we undertake no obligation to release any revisions to any forward-looking statements, to report events or to report the occurrence of unanticipated events. For any forward-looking statements contained in any document, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995.

## PART I

### ITEM 1. BUSINESS

Except as expressly indicated or unless the context otherwise requires, the “Company”, “Avis Budget”, “we”, “our” or “us” means Avis Budget Group, Inc., and its subsidiaries and “Avis Budget Car Rental” or “ABCR” means Avis Budget Car Rental, LLC, and its subsidiaries, the companies that comprise our vehicle rental operations. “Avis” and “Budget” refer to our Avis and Budget operations, respectively, and do not include the operations of our licensees, including Avis Europe and its affiliates, as further discussed below.

#### Overview

We operate two of the most recognized brands in the global vehicle rental industry through Avis and Budget. Avis is a leading rental car supplier positioned to serve the premium commercial and leisure segments of the travel industry and Budget is a leading rental car supplier focused primarily on more value-conscious segments of the industry. We are a leading vehicle rental operator in North America, Australia, New Zealand and certain other regions we serve and our licensees operate the Avis and Budget brands in more than 100 countries throughout the world. We generally maintain a leading share of airport car rental revenue and we operate one of the leading truck rental businesses in the United States.

Our car rental business enjoys significant benefits from operating two distinct brands that target different industry segments but share the same fleet, maintenance facilities, systems, technology and administrative infrastructure. We believe that Avis and Budget both enjoy complementary demand patterns with mid-week commercial demand balanced by weekend leisure demand. In 2010, we generated total revenues of \$5,185 million. The Avis, Budget and Budget Truck brands accounted for approximately 62%, 31% and 7% of our revenue, respectively, in 2010.

On average, our rental fleet totaled more than 345,000 vehicles, and we completed more than 22 million vehicle rental transactions worldwide in 2010. In the United States, in 2010, we derived approximately 81% of our nearly \$4.0 billion in total car rental revenue from on-airport locations and approximately 19% of our revenue from off-airport locations, which we refer to as our local market business. We also license the use of the Avis and Budget trademarks to licensees in areas in which we do not operate directly. Our brands have an extended global reach that include more than 10,000 car and truck rental locations throughout the world, including approximately 2,000 company-operated car rental locations primarily in the United States, Canada, Australia, New Zealand and Argentina and approximately 5,800 car rental locations operated by licensees. We rent our fleet of approximately 27,000 Budget trucks through a network of approximately 2,250 dealer-operated and 200 company-operated locations throughout the continental United States.

#### Segment Information

We categorize our operations in three operating segments: domestic car rental, consisting of our Avis and Budget U.S. car rental operations; international car rental, consisting of our international Avis and Budget vehicle rental operations; and truck rental, consisting of our Budget truck rental operations in the United States. In 2010:

- *Domestic car rental.* Our domestic car rental segment generated approximately 71 million rental days and average time and mileage revenue per day of \$41.70 with an average rental fleet of approximately 268,000 vehicles;
- *International car rental.* Our international car rental segment generated approximately 13 million rental days and average time and mileage revenue per day of \$47.75 with an average rental fleet of approximately 51,000 vehicles; and
- *Truck rental.* Our truck rental segment generated approximately 4 million rental days and average time and mileage revenue per day of \$73.06 with an average rental fleet of approximately 27,000 trucks.

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In 2010, while our rental day volumes increased modestly as travel demand began to rebound from the recent recession, our earnings increased substantially. To position our company for improving economic conditions, we continued the implementation of our five-point cost-reduction and efficiency-improvement plan, which we introduced in November 2008, and our Performance Excellence process improvement initiative to reduce expenses. The five-point plan has enabled us to realize cost savings since its initial implementation through:

- Reductions in operating and selling, general and administrative expenses, including staff reductions in 2008, 2009 and 2010, many of which were trimmed from fixed and semi-fixed overhead;
- A review of location, segment and customer profitability to identify and respond appropriately to unprofitable aspects of our businesses, which positively impacted our profit per transaction and our overall profitability but negatively impacted volume;
- Targeted price increases and changes to our sales, marketing and affinity programs in order to improve revenue per day and overall profitability;
- Reductions in fleet costs and further consolidation of purchasing programs; and
- Further consolidation of customer-facing and back-office functions and locations across our operations.

In 2010, we not only completed more than 22 million vehicle rental transactions worldwide, but also made significant progress toward our strategic objectives. We retained approximately 99% of our commercial contracts and maintained, expanded or entered into new marketing alliances with key marketing partners, including with several major airlines. In 2010, Avis was again named the leading car rental company in customer loyalty by the Brand Keys Customer Loyalty Engagement Index and was also named North America's Leading Car Hire and World's Leading Business Car Rental Company for the fifth consecutive year by the World Travel Awards. We achieved significant increases in customer satisfaction, as measured by post-transaction surveys completed by more than 500,000 of our customers in 2010. We also continued our long-standing tradition of being an innovator in the car rental industry, piloting automated check-out kiosks, offering portable satellite radio rentals and delivering more than 7 million electronic receipts to our customers. In 2010, as a result of our continued focus on car class upgrades and sales of ancillary products and services, we increased the revenues per rental day that we generate from car class upgrades, *where*2 GPS navigation unit rentals, loss damage waivers and insurance products, and other ancillary services.

In 2010, we maintained a diverse car rental fleet, in which no vehicle manufacturer represented more than 28% of our 2010 U.S. fleet purchases and we continued to adjust our fleet levels to be consistent with demand. We continue to utilize sophisticated yield-management technology to optimize our pricing and fleet planning, and we continue to analyze and streamline our operations to gain efficiencies. In addition, our more than 21,000 employees continue to provide reliable, high-quality vehicle rental services that foster customer satisfaction and customer loyalty.

### **Market Conditions and Outlook**

For 2011, our objective is to focus on growing our business profitably, strengthening our position as a leading provider of vehicle rental services and maintaining and enhancing efficiencies achieved through process improvement and other actions. We expect to achieve our goals by focusing our efforts on the following core strategic initiatives:

- *Optimizing Our Two-Brand Strategy.* We plan to continue to position our two distinct and well-recognized brands to focus on different segments of customer demand. With Avis as a premium brand preferred more by corporate and upscale leisure travelers, and Budget as a mid-tier brand preferred more by value-conscious travelers, we believe we are able to target a broad range of demand, particularly since the two brands share the same operational and administrative infrastructure while providing differentiated though consistently high levels of customer service. We aim to provide products, service

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and pricing, to use various marketing channels and to maintain marketing affiliations and corporate account contracts, which complement each brand's positioning. In 2011, we plan to invest in our brands through expanded television, print and on-line and off-line marketing, and other efforts.

- *Expanding Our Revenue Sources.* We plan to continue to focus on promoting car class upgrades, adjusting our mix of vehicles to match customer demand, expanding our ancillary revenues by offering additional products and services to on- and off-airport customers and increasing, where appropriate, our recovery from our customers of costs imposed on us by third parties. Opportunities for ancillary revenue growth include adding sales of additional insurance coverages and insurance-related and other ancillary products and services, such as electronic toll collection services, satellite radio and our *where2* GPS navigation product, to the rental transactions of an increasing percentage of our renters. We also plan to achieve incremental growth in revenue from small business and international customers.
- *Capturing Incremental Profit Opportunities.* We plan to continue our focus on yield management and pricing optimization and seek to increase the time and mileage rental fees we earn per rental day. We have implemented technology that strengthens our yield management and that enables us to tailor our product/price offerings to specific customer segments. We expect to continue to adjust our pricing to bolster profitability and match changes in demand. In addition, we believe the expansion of our revenue sources (discussed above) should permit us to generate incremental profits from our customer base, while at the same time enhancing our customers' vehicle rental experience. We plan to intensify our efforts to build customer loyalty, and reduce customer acquisition costs, through our *Customer Led, Service Driven*<sup>TM</sup> program that is intended to enhance our customers' rental experience, from reservation to return.
- *Controlling Costs and Promoting Efficiencies.* We have continued our efforts to rigorously control costs. We have taken aggressive action to reduce expenses throughout the organization, through a five-point cost-reduction and efficiency-improvement plan as described above. In addition, we continue to develop and implement our Performance Excellence process improvement initiative to increase efficiencies, reduce operating costs and create sustainable cost savings using LEAN, Six Sigma and other tools. This initiative has generated substantial savings since its implementation and should continue to provide benefits in 2011. We have also implemented technology solutions, including self-service voice reservation technology and fleet optimization technologies, to reduce costs, and we will continue to pursue innovative solutions to support our strategic initiatives. We believe such steps will continue to aid our financial performance.
- *Mitigating Risks.* We expect to continue to face challenges, as demand for travel services is not likely to return in 2011 to the levels experienced before the economic recession, and we operate in a highly competitive industry. We seek to mitigate our exposure to risks in numerous ways, including the actions described above, and through continued optimization of fleet levels to match changes in demand for vehicle rentals, maintenance of liquidity to fund our fleet and our operations, and adjustments in the size, nature and terms of our relationships with vehicle manufacturers.

\* \* \*

## **Company History**

Avis Budget Group's operations consist of two of the most recognized brands in the global vehicle rental industry through Avis Budget Car Rental, LLC, the parent of Avis Rent A Car System, LLC, Budget Rent A Car System, Inc. and Budget Truck Rental, LLC. Founded in 1946, Avis is believed to be the first company to rent cars from airport locations. Avis expanded its geographic reach throughout the United States in the 1950s and 1960s. In 1963, Avis introduced its award winning "We try harder" advertising campaign, which is considered one of the top ten advertising campaigns of the 20th century by Advertising Age magazine. Budget was founded in 1958. The company name was chosen to appeal to the "budget-minded" or "value-conscious" vehicle rental customer. Avis possesses a long history of using proprietary information technology systems in its business, and its established, but continually updated, Wizard System remains the backbone of our operations.

We acquired the Avis brand in 1996, Avis' capital stock in 2001, and the Budget brand and substantially all of the domestic and certain international assets of Budget's predecessor in 2002. We were created through a merger with HFS Incorporated in December 1997 with the resultant corporation being renamed Cendant Corporation. On August 23, 2006, Cendant completed a separation into four separate companies (the "Separation"), one for each of its former Real Estate Services businesses (Realogy Corporation), its former Hospitality Services businesses (Wyndham Worldwide Corporation), its former Travel Distribution Services businesses (Travelport) and its Vehicle Rental businesses (Cendant, now Avis Budget Group). Following completion of the Separation, Cendant changed its name to Avis Budget Group, Inc. Our common stock currently trades on the NASDAQ Global Select Market under the symbol "CAR".

In addition to our vehicle rental operations, we continue to manage the administration of certain legacy items which remain following the completion of the Separation. In connection with the Separation, we entered into certain agreements, including the Separation and Distribution Agreement dated as of July 27, 2006 (the "Separation Agreement"), with Realogy, Wyndham and Travelport governing our relationships following the separation, including the assumption by Realogy and Wyndham of 62.5% and 37.5%, respectively, of certain contingent and other liabilities of Cendant.

## **Car rental business**

### ***Operations—Avis***

We operate or license the Avis car rental system (the "Avis System"), which is comprised of approximately 5,050 locations worldwide and represents one of the largest car rental systems in the world. The Avis System encompasses locations at most of the largest airports and cities in the United States and internationally.

We operate approximately 1,250 Avis car rental locations in both the on-airport and local rental segments in North America, Australia, New Zealand, Latin America and the Caribbean. In 2010, our Avis operations generated total revenue of approximately \$3.2 billion, of which approximately 80% (or \$2.6 billion) was derived from U.S. operations. The Avis System in Europe, Africa, the Middle East and parts of Asia is primarily operated under royalty-free license agreements with a subsidiary of Avis Europe plc ("Avis Europe"), an independent third party, which generally expire in 2036, and is comprised of approximately 2,900 locations (as disclosed by Avis Europe) operated by Avis Europe and its sub-licensees. In addition, we license the Avis System to other independent business owners in approximately 900 locations throughout the United States, Canada, Latin America, the Caribbean, Australia, New Zealand and parts of Asia. In 2010, approximately 95% of the Avis System total U.S. revenue was generated by our locations and the remainder was generated by locations operated by independent licensees, which generally pay royalty fees to us based on a percentage of applicable revenue.



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The table below presents the approximate number of locations that make up the Avis System:

### **Avis System Locations \***

	<b>U.S.</b>	<b>International</b>	<b>Total</b>
Company-operated locations	950	300	1,250
Licensee locations	300	3,500	3,800
<b>Total Avis System Locations</b>	<b>1,250</b>	<b>3,800</b>	<b>5,050</b>

\* Location counts are approximate.

In 2010, Avis derived approximately 60% and 40% of its U.S. time and mileage revenue from commercial and leisure customers, respectively, and 79% and 21% of its U.S. revenue from customers renting at airports and locally, respectively.

The Avis brand provides high-quality car rental services at price points generally above non-branded and value-branded national car rental companies. We offer Avis customers a variety of premium services, including:

- Avis Preferred, a counter bypass program, which is available at major airport locations;
- *where2*, a navigation system that features Bluetooth hands-free calling and MP3 playback capability;
- Avis Cool Cars, a line of fun-to-drive vehicles such as the Chevrolet Camaro, Ford Mustang, Cadillac CTS and Chevrolet Corvette;
- Availability of eco-friendly vehicles, such as gas/electric hybrid vehicles or the Chevrolet Cruze, which has an EPA-estimated highway fuel economy of 36 miles per gallon;
- Roving Rapid Return, wireless technology which permits customers who are returning vehicles to obtain a printed charge record from service agents at the vehicle as it is being returned;
- Emergency roadside assistance, and a 100% smoke-free car rental fleet;
- Amenities such as Avis Blast, a portable satellite radio product, and Avis Access, a full range of special products and services for drivers and passengers with disabilities;
- Avis Interactive, a proprietary management tool that allows corporate clients to easily view and analyze their rental activity via the Internet, permitting these clients to better manage their travel budgets and monitor employee compliance with applicable travel policies; and
- Avis First, a customer loyalty program that rewards customers with additional benefits for frequent rentals.

### **Operations—Budget**

We operate or license the Budget vehicle rental system (the “Budget System”), which is comprised of approximately 2,750 car rental locations and represents one of the largest car rental systems in the world. The Budget System encompasses locations at most of the largest airports and cities in the United States and internationally.

We operate approximately 750 Budget car rental locations in the United States, Canada, Puerto Rico, Australia and New Zealand. In 2010, our Budget car rental operations generated total revenue of approximately \$1.6 billion, of which 83% (or \$1.3 billion) was derived from U.S. operations. The Budget System in Europe, Africa and the Middle East is primarily operated under a royalty-free license agreement, which generally expires in

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2036, with a subsidiary of Avis Europe, and is comprised of approximately 1,050 locations (as disclosed by Avis Europe) operated by such subsidiary of Avis Europe and its sub-licensees. We also license the Budget System to independent business owners who operate approximately 950 locations throughout the United States, Canada, Latin America, the Caribbean and parts of Asia. In 2010, approximately 84% of the Budget System total U.S. revenue was generated by our locations with the remainder generated by locations operated by independent licensees, which generally pay royalty fees to us based on a percentage of revenues.

The table below presents the approximate number of locations that make up the Budget System:

### **Budget System Locations \***

	<u>U.S.</u>	<u>International</u>	<u>Total</u>
Company-operated locations	600	150	750
Licensee locations	200	1,800	2,000
<b>Total Budget System Locations</b>	<b><u>800</u></b>	<b><u>1,950</u></b>	<b><u>2,750</u></b>

\* Location counts are approximate.

In 2010, Budget derived approximately 30% and 70% of its U.S. time and mileage car rental revenue from commercial and leisure customers, respectively, and 80% and 20% of its U.S. car rental revenue from customers renting at airports and locally, respectively.

Budget is a leading rental car supplier to more value-conscious segments of the industry. Budget offers its customers Fastbreak, an expedited rental service for frequent travelers, which operates much like Avis Preferred, as well as *where2* navigation units and Roving Rapid Return, as described above. Budget also offers the Budget Small Business Program, a program for small businesses that provides discounted rates and central billing options, and Unlimited Budget, a loyalty program for travel professionals established by Budget over ten years ago.

### **Reservations**

Customers can make Avis and Budget reservations through our Avis and Budget websites at [avis.com](http://avis.com) and [budget.com](http://budget.com), through our reservation centers (also referred to as contact centers) toll-free at 1-888-777-AVIS and 1-800-BUDGET7, respectively, through online travel portals, through selected partners, including many major airlines utilizing direct connect technology, through travel agents, or by calling a location directly. Travel agents can access our reservation systems through all major global distribution systems (GDSs) and can obtain information with respect to rental locations, vehicle availability and applicable rate structures through these systems. In 2010, we introduced a voice reservation system which allows customers to conduct certain transactions such as confirmation, cancellation and modification of reservations using self-service voice response technology. We also launched an enhanced version of our Apple mobile application allowing customers to make, view, modify or cancel reservations or automatically include their profile using their iPhone, iPad or iPod Touch.

### **Marketing**

Avis and Budget support their premium and value-conscious brand positions through a range of marketing channels and campaigns, including traditional media, such as television, radio and print advertising, as well as Internet and direct marketing. Avis focuses its marketing around its industry-leading customer loyalty and its award-winning "We try harder" marketing campaign. Budget builds its marketing around retail advertising, key partnerships and online marketing campaigns.

We maintain strong links to the travel industry. Avis and Budget offer customers the ability to earn frequent traveler points with most major airlines' frequent traveler programs. In 2010, we renewed and expanded our

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partnership agreement with American Airlines and we also entered into new partnership agreements with Jet Blue's and Frontier Airlines' frequent flyer programs. Avis and Budget are also affiliated with the frequency programs of major hotel companies, including Hilton Hotels Corporation, Hyatt Corporation, Starwood Hotels and Resorts Worldwide, Inc. and Wyndham Worldwide. These arrangements provide incentives to program participants and cooperative marketing opportunities, including call transfer programs and online links with various partners' websites. Avis has an agreement with Wyndham Worldwide's lodging brands whereby lodging customers making reservations by telephone may be transferred to Avis if they desire to rent a vehicle.

In 2010, approximately 83% of domestic vehicle rental transactions from our owned and operated Avis locations in the United States were generated by travelers who rented from Avis under contracts between Avis and the travelers' employers or through membership in an organization with whom Avis has a contractual affiliation (such as AARP or Costco). Avis also has marketing relationships with organizations such as American Express Company, Mastercard International Incorporated and Sears Holding Corp., through which we are able to provide customers of these entities with incentives to rent from Avis. Avis licensees also generally have the option to participate in these affiliations. For commercial and leisure travelers who are unaffiliated with any of the employers or organizations that we contract with, Avis solicits business through media, direct mail, e-mail and Internet advertising. Avis conducts various loyalty programs through direct marketing campaigns, including Avis Preferred, which allows customers to bypass the rental counter when renting a vehicle, and Avis First, which offers our customers enhanced benefits for frequent rentals.

Additionally, Budget offers "Unlimited Budget", a loyalty incentive program for travel agents, which had approximately 18,000 travel agents actively enrolled as of December 31, 2010 and which was expanded in 2010 to include Avis as a partner. Budget also offers the Budget Small Business Program, a program for small businesses that offers discounted rates, central billing options and rebates to members. Budget has contractual arrangements with American Express Company, Mastercard International Incorporated and other organizations, which offer members of these groups incentives to rent from Budget. In connection with its focus on value-conscious customers, Budget primarily relies on retail advertising, including Internet advertising, and on value pricing to drive customers to our Budget website, our call centers and other distribution channels. Budget also offers proprietary marketing programs such as Fastbreak, an expedited rental service for frequent renters. Our international Avis and Budget operations maintain close relationships with the travel industry through participation in several non-U.S. based frequent traveler programs with airlines such as Qantas Airways Limited, Air New Zealand and Air Canada. We have been selected as Qantas Airways' exclusive car rental partner for its frequent flyer program, and have expanded our marketing agreement with Air Canada. We also participate in Avis Europe's programs with British Airways Plc, Deutsche Lufthansa AG and other carriers.

### **Licensing**

Revenue derived from our car rental licensees in 2010 totaled \$45 million, including \$43 million of royalties. Licensed locations range from large operations at major airport locations and territories encompassing an entire country to relatively small operations in suburban locations. Our licensees maintain separate independently owned fleets. Royalties generated from licensing provide us with a source of high margin revenue because there are relatively limited additional fixed costs associated with fees paid by licensees to us. Although licensed locations represent approximately 25% of the domestic Avis and Budget car rental locations, domestic locations operated by licensees represent only approximately 9% of total domestic revenue generated by the Avis and Budget Systems, because the average licensed operation is significantly smaller than the average corporate-operated location. We facilitate one-way car rentals between corporate-owned and licensed locations in the United States, Canada and Australia that enable us to operate as an integrated network of locations.

We generally enjoy good relationships with our licensees and meet regularly with them at regional, national and international meetings. Our relationships with licensees are governed by license agreements that grant the licensee the right to operate Avis or Budget car and/or truck rental businesses exclusively in certain territories. These agreements impose obligations on the licensee regarding its operations and most restrict the licensee's

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ability to transfer its license agreement and capital stock. Licensees are generally required to adhere to our system standards for each brand as updated and supplemented by our policy bulletins, brand manuals and service programs.

We maintain the right to monitor the operations of licensees and, when applicable, can declare a licensee to be in default under its license agreement. We can terminate license agreements for certain defaults, including failure to pay royalties and failure to adhere to our operational standards. Under agreements that predate our ownership of Avis or Budget, a limited number of licensees in the United States are also separately licensed to sell used cars under the Avis or Budget brand in certain territories. Our current domestic license agreements provide for a 20-year term and renewal terms, for no additional fee, so long as the licensee is not in default and provided that certain conditions are met. Some of our older domestic license agreements do not contain a fixed term, or provide for renewal terms for no additional fee so long as the licensee is not in default. Upon renewal, the terms and conditions of the license agreement may generally be amended from those contained in the expiring license agreements, while language in certain older license agreements may limit our ability to do so. The car rental royalty fee payable to us under license agreements is generally 5% to 8% of gross rental revenue but certain licensees of each brand, both internationally and domestically, have license agreements with different royalty fee structures, including Avis Europe, which operates for the most part under royalty-free license agreements.

Pursuant to their license agreements, some licensees must meet certain minimal requirements relating to the number of rental locations in their licensed territory, the number of vehicles available for rental and the amount of their advertising and promotional expenditures. In general, each license agreement provides that the licensee must not engage in any other vehicle rental business within the licensed territory during the term of such agreement and, in the Budget license agreement, for 12 months thereafter. Upon termination of a license, the licensee is also prohibited from using the Avis or Budget name and related marks in any business. In the United States, these license relationships constitute “franchises” under most federal and state laws regulating the offer and sale of franchises and the relationship of the parties to a franchise agreement.

### **Other Revenue**

In addition to revenue from vehicle rentals and licensee royalties, we generate revenue from Avis and Budget customers through the sale and/or rental of optional products and services. Our employees offer products to customers that will better suit their rental experience, including loss damage waivers, insurance products such as additional/supplemental liability insurance or personal accident/effects insurance, products for driving convenience such as *where2* GPS navigation units, optional emergency roadside assistance, fuel service options and electronic toll collection, and other ancillary products and services as described above, such as rentals of satellite radio units and child safety seats. In 2010, approximately 4% of our domestic vehicle rental operations revenue was generated by the sale of loss damage waivers, under which we agree to relieve a customer from financial responsibility arising from vehicle damage incurred during the rental period if the customer has not breached the rental agreement. In addition, we receive reimbursement from our customers for certain operating expenses we incur, including gasoline and vehicle licensing fees, as well as airport concession fees, which we pay in exchange for the right to operate at airports and other locations.

### **Websites**

Avis and Budget have strong brand presence on the Internet through their websites, [avis.com](#) and [budget.com](#), as well as third-party websites. Both Avis and Budget have agreements to promote their car rental services with major online travel agencies such as Expedia, Travelocity and Orbitz, and have a strong advertising presence on various search engines. Bookings over the Internet accounted for 36% of Avis’ 2010 domestic rentals, with 28% derived from bookings on [avis.com](#), and for 54% of Budget’s 2010 domestic rentals, with 31% derived from bookings on [budget.com](#).

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### ***The Wizard System***

We own the Wizard System, our worldwide reservation, rental, data processing and information management system. The Wizard System enables us to process millions of incoming customer inquiries each day, providing our customers with accurate and timely information about our locations, rental rates and vehicle availability, as well as the ability to place or modify reservations. Additionally, the Wizard System is linked to all major travel distribution networks worldwide and provides real-time processing for travel agents, travel industry partners (such as airlines), corporate travel departments and individual consumers through our websites or calls to our contact centers. The Wizard System also provides personal profile information to our reservation and rental agents to help us better serve our customers.

We also use data supplied from the Wizard System and airline reservation systems in certain proprietary information management systems to maintain centralized control of major business processes such as fleet acquisition and logistics, sales to corporate accounts and determination of rental rates. The principal components of the systems we employ include:

- *Fleet planning model.* We have created a comprehensive decision tool to develop fleet plans and schedules for the acquisition and disposition of our fleet, along with fleet age, mix, mileage and cost reports based upon these plans and schedules. This tool allows management to monitor and change fleet volume and composition on a daily basis and to optimize our fleet plan based on estimated business levels and available repurchase and guaranteed depreciation programs. We also use third-party software to further optimize our fleet acquisition, rotation and disposition activities.
- *Yield management.* We have created a yield management system which is designed to enhance profits by providing greater control of vehicle availability and rate availability changes at our rental locations. Our system monitors and forecasts supply and demand to support our efforts to optimize volume and rate at each location. Integrated into this yield management system is a fleet distribution module that takes into consideration the costs as well as the potential benefits associated with distributing vehicles to various rental locations within a geographic area to accommodate rental demand at these locations. The fleet distribution module makes specific recommendations for movement of vehicles between locations.
- *Pricing decision support system.* Pricing in the vehicle rental industry is highly competitive and complex. To improve our ability to respond to rental rate changes in the marketplace, we have developed sophisticated systems to gather and report competitive industry rental rate changes every day. Our systems, using data from third-party reservation systems as its source of information, automatically scan rate movements and report significant changes to our staff of pricing analysts for evaluation. These systems greatly enhance our ability to gather and respond to rate changes in the marketplace.
- *Business mix model.* We have developed a strategic planning model to evaluate discrete components of our business relative to each other. The model considers revenue and costs to determine the potential margin contribution of each discrete segment. The model develops business mix and fleet optimization recommendations by using data from our financial systems, the Wizard System and the fleet and revenue management systems along with management's objectives and targets.
- *Enterprise data warehouse.* We have developed a sophisticated and comprehensive electronic data storage and retrieval system which retains information related to various aspects of our business. This data warehouse allows us to take advantage of comprehensive management reports, query capability and easy access to data for strategic decision making for both brands.
- *Sales and marketing systems.* We have developed a sophisticated system of online data screens which enables our sales force to analyze key account information of our corporate customers including historical and current rental activity, revenue and booking sources, top renting locations, rate usage

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categories and customer satisfaction data. We use this information, which is updated weekly and captured on a country-by-country basis, to assess opportunities for revenue growth, profitability and improvement.

- *Interactive adjustments.* We have developed a multi-linked customer data system which allows us to easily retrieve pertinent customer information and make needed adjustments to completed rental transactions online for superior customer service. This data system links with other accounting systems to handle any charge card transaction automatically.

### **Fleet**

We maintain a single fleet of vehicles for Avis and Budget. We rent a wide variety of vehicles, including luxury and specialty vehicles. Our fleet consists primarily of vehicles from the current and immediately preceding model year.

We participate in a variety of vehicle purchase programs with major domestic and foreign vehicle manufacturers. General Motors is the featured supplier for Avis, and Ford is the featured supplier for Budget. During 2010, approximately 28%, 26% and 14% of the cars acquired for our U.S. car rental fleet were manufactured by General Motors, Ford and Chrysler, respectively, compared to 32%, 20% and 14% manufactured by General Motors, Ford and Hyundai, respectively, in 2009. During 2010, we also purchased BMW, Hyundai, Kia, Mitsubishi, Nissan, Subaru, Suzuki, Toyota and Volkswagen vehicles. We have continued to maintain a diverse fleet, with a mix of vehicles sourced from both domestic and foreign manufacturers, with 32% of vehicles acquired for our fleet sourced from foreign manufacturers.

We generally hold a vehicle in our domestic fleet for a term of four to 16 months. In 2010, on average approximately 47% of our domestic rental car fleet was comprised of vehicles subject to agreements requiring automobile manufacturers to repurchase them or guarantee our rate of depreciation during a specified period of time. Cars subject to these agreements are sometimes referred to as “program” cars and cars not subject to these agreements are sometimes referred to as “risk” cars. The programs in which we participate currently require that the program vehicles be maintained in our fleet for a minimum number of months (typically four to 11 months) and impose return conditions, including those related to mileage and condition. At the time of return to the manufacturer, we receive the price guaranteed at the time of purchase and are thus protected from fluctuations in the prices of previously-owned vehicles in the wholesale market at the time of disposition. The future percentages of program and risk vehicles in our fleet will be dependent on the availability and attractiveness of manufacturers’ repurchase and guaranteed depreciation programs. We dispose of our risk vehicles largely through automobile auctions, including auctions that enable dealers to purchase vehicles online more quickly than through traditional auctions.

Of the approximately 294,000 cars from our rental car fleet that we sold in 2010 (compared to 348,000 that we sold in 2009), we sold approximately 55% pursuant to repurchase or guaranteed depreciation programs and the rest were sold through third-party channels such as wholesale auctions.

Our car rental business is subject to seasonal variations in customer demand, with the summer vacation period representing the peak season. The seasonal variation in demand, along with more localized changes in demand at each of our locations, causes us to vary our fleet size over the course of the year. For 2010, our average monthly car rental fleet size in the U.S. ranged from a low of approximately 233,000 vehicles in January to a high of approximately 300,000 vehicles in July. Compared to 2009, our average fleet size decreased approximately 1% in 2010. Average domestic fleet utilization for 2010, which is based on the number of rental days (or portion thereof) that vehicles are rented compared to the total amount of time that vehicles are available for rent, ranged from 78% in August to 65% in December and averaged 73% for 2010, which was generally consistent with 2009 levels. Our calculation of utilization may not be comparable to other companies’ calculation of similarly titled statistics.

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We place a strong emphasis on vehicle maintenance for customer safety and customer satisfaction reasons, as well as because quick and proper repairs are critical to fleet utilization. To accomplish this task we employ a fully-certified National Institute for Automotive Service Excellence (“ASE”) technician instructor at our headquarters. This instructor has developed a specialized training program for our 338 technicians who operate in approximately 85 maintenance and damage repair centers for both Avis and Budget in the United States. We use advanced diagnostic equipment, including General Motors’ Global Diagnostic System, Ford’s Integrated Diagnostic System, Chrysler’s wiTECH scan tool and Hyundai’s Global Diagnostic System. Our technician training department also prepares its own technical service bulletins that can be retrieved electronically at all of our repair locations. Approximately 84% of our technicians are ASE-certified.

### ***Customer Service***

We believe our commitment to delivering a consistently high level of customer service across all of our brands is a critical element of our success and strategy. In 2010, we initiated our *Customer Led, Service Driven*<sup>™</sup> program, through which we intend to examine our customers’ service preferences and satisfaction levels, with a focus on improving the overall customer experience through the use of our customer relationship management system and enhanced employee training. We track customer satisfaction levels by sending daily location-specific surveys to recent customers. In 2010, we received over 500,000 responses to our online customer satisfaction survey (the Voice of the Customer Survey). The Voice of the Customer Survey asks customers to evaluate their overall satisfaction with their rental experience, among other things. Results are analyzed generally and by location to help further enhance our service levels to our customers. Management receives Voice of the Customer statistics and customer feedback daily via an on-line portal. In addition, we utilize a toll-free “800” number and a dedicated customer service e-mail address to allow customers of both Avis and Budget to report problems directly to our customer relations department. Location associates and managers also receive training and are empowered to resolve most customer issues at the location level. We prepare weekly and monthly reports on the types and number of complaints received for use by location management in conjunction with the customer satisfaction reports as feedback regarding customer service delivery.

### ***Environmental Initiatives***

Over the past several years, we have launched a number of initiatives to manage the environmental aspects of our business. We have focused on and expect to continue to focus on the environmental profile of our car rental fleet, as measured using the United States Environmental Protection Agency (“EPA”) SmartWay Certification program. Many of the 2010 model year rental cars in our fleet met the standards for EPA SmartWay Certification. We also offer gas/electric hybrid cars for rent and flex fuel cars for rent for those seeking to minimize environmental impact through use of E-85 ethanol fuel, where available. We also offer a significant number of vehicles equipped for electronic toll collection, which published research indicates, reduces hydrocarbons and carbon monoxide emissions as well as emissions of nitrogen oxides through reduced wait times at toll booths.

We are creating formal Environmental Management Systems (EMS) for key airport locations in accordance with ISO 14001 international standards. We use these standards to quantify the various environmental aspects of our business operations, and to manage these aspects, reducing our impact when and where practicable. For example, new car washes installed at our Avis and Budget facilities now recycle and reuse at least 80% of their wastewater.

We also offer corporate customers a carbon footprint calculator designed to work with our data warehouse and compute the emissions from their rental car use. We then offer our corporate customers a program to help them reduce their carbon impact, including through driver education, and the opportunity to use carbon offset credits aimed at making their rental car use carbon neutral. We have an alliance with Carbonfund.org, a leading non-profit provider of carbon offset credits, to enable both renters and corporate customers to offset the emissions from their rental car use.

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### ***Airport Concession Fees***

In general, concession fees for on-airport locations are based on a percentage of total commissionable revenue (as defined by each airport authority), subject to minimum annual guaranteed amounts. Concessions are typically awarded by airport authorities every three to five years based upon competitive bids. Our concession agreements with the various airport authorities generally impose certain minimum operating requirements, provide for relocation in the event of future construction and provide for abatement of the minimum annual guarantee in the event of extended low passenger volume.

### ***Competition***

The car rental industry is characterized by intense price and service competition. Competition in our vehicle rental operations is based primarily upon price, reliability, vehicle availability, national distribution, usability of booking systems, ease of rental and return, and other elements of customer service. In addition, competition is influenced strongly by advertising, marketing and brand reputation. We compete primarily with the following car rental companies: Hertz Global Holdings, Inc., which operates the Hertz and Advantage brands; Dollar Thrifty Automotive Group, Inc.; Enterprise Rent-A-Car Company, which also operates the National Car Rental and Alamo brands; and Europcar.

### **Truck rental business**

#### ***Operations***

Budget's truck rental business is one of the largest local and one-way truck rental businesses in the United States. The Budget truck rental business has a combined fleet of approximately 27,000 trucks, with an average truck age of five years, which is rented through a network of approximately 2,250 dealers and 200 company-operated locations throughout the continental United States. A certain number of our dealer locations are operated by our Budget car rental licensees. The Budget truck rental business serves both the consumer and light commercial sectors. The consumer sector consists primarily of individuals who rent trucks to move household goods on either a one-way or local basis. The light commercial sector consists of a wide range of businesses that rent light- to medium-duty trucks, which we define as trucks having a gross vehicle weight of less than 26,000 pounds, for a variety of commercial applications. In 2010, the Budget truck rental business generated total revenue of approximately \$367 million.

We advertise in "yellow pages" telephone directories and purchase online ad placements and keywords to help promote our truck rental business to new and existing customers. Budget truck rental customers can make reservations through the Budget truck rental reservation center at 1-800-GO-BUDGET, through our Budget truck rental website at [budgettruck.com](http://budgettruck.com), or by calling a location directly.

In 2010, we entered into a multi-year agreement under which we have the exclusive right to advertise truck rental services in the Mover's Guide, an official U.S. Postal Service change of address product. We also began a targeted email marketing campaign to reach new customers. In addition, we have relationships with businesses and websites like [moving.com](http://moving.com) and Pep Boys, a leading automotive aftermarket service and retail chain, to promote Budget's truck rental business, as well as a relationship with AARP offering reduced rates to members.

#### ***Distribution***

Budget's truck rental business is offered through a national network, which included approximately 2,250 dealers as of December 31, 2010. These independently-owned dealers primarily operate self-storage facilities, rental centers, hardware stores, service stations and other similar retail service businesses. In addition to their principal businesses, the dealers rent our light- and medium-duty trucks to consumers and to our commercial accounts and are responsible for collecting payments on our behalf. The dealers receive a commission on all truck rentals and ancillary equipment rentals. Generally, agreements with dealers may be terminated by either party upon 30 to 90 days' prior written notice.



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### **Competition**

The truck rental industry is characterized by intense price and service competition as well as competition based on location (proximity to customer). We compete with a large number of truck rental companies throughout the country, including U-Haul International, Inc., Penske Truck Leasing Corporation, Ryder System, Inc., Enterprise Rent-A-Car Company and many others.

### **Seasonality**

Our truck rental operations are subject to seasonal demand patterns, with generally higher levels of demand occurring during the late spring and summer months when most self-moves occur, with the third quarter typically being our busiest quarter. Generally, December is also a strong month due to increased retail sales activity and package deliveries.

### **Ancillary Products and Insurance Coverages**

We supplement our daily truck rental revenue by offering customers a range of ancillary optional products. We rent automobile towing equipment and other moving accessories such as hand trucks, furniture pads and moving supplies, as well as *where2* GPS navigation units. We also make available to customers a range of optional liability-limiting products and coverages such as physical damage waivers, automobile towing protection, personal accident and cargo insurance, and supplemental liability insurance. These ancillary products enhance our appeal to consumers by offering customers “one-stop” moving services.

### **INSURANCE**

We generally assume the risk of liability to third parties arising from vehicle rental services in the United States, Canada, Puerto Rico and the U.S. Virgin Islands, in accordance with the minimum financial responsibility requirements (“MFRs”) and primacy of coverage laws of the relevant jurisdiction. In certain cases, we assume liability above applicable MFRs, but to no more than \$1 million, pursuant to contractual obligations. In cases where we assume liability above applicable MFRs or in cases involving a negligent act on the part of the Company, we retain exposure for up to \$1 million per occurrence and up to \$10 million per occurrence, respectively, through a combination of (i) self-insurance and (ii) insurance coverage provided by an unaffiliated insurance carrier and reinsured by us. We provide such reinsurance through our captive insurance subsidiary, Constellation Reinsurance Co., Ltd. We purchase insurance coverage for exposures of more than \$10 million per occurrence from a combination of unaffiliated excess carriers.

When a customer elects to purchase supplemental liability insurance, with limits of either \$1 million or \$2 million, we largely retain economic exposure to loss, since the insurance is provided by an unaffiliated carrier that is reinsured by our Constellation Reinsurance Co., Ltd. subsidiary.

We insure the risk of liability to third parties in Argentina, Australia and New Zealand through a combination of unaffiliated carriers and one of our affiliates. These carriers provide coverage supplemental to minimum local requirements.

### **POTENTIAL ACQUISITION OF DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.**

In September 2010, we announced an offer to purchase Dollar Thrifty Automotive Group, Inc. (“Dollar Thrifty”) for a combination of \$45.79 in cash (which would include the proceeds of a pre-closing special dividend to be paid by Dollar Thrifty) and 0.6543 shares of our common stock per Dollar Thrifty share, or approximately \$1.5 billion in aggregate (based on the price of our common stock at the close of trading on the New York Stock Exchange on October 6, 2010). We expect that the cash portion of our offer would be funded through a combination of available cash and debt financing. We and Dollar Thrifty have agreed to cooperate with respect to

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our efforts to pursue antitrust clearance. There can be no assurance as to the timing or outcome of the efforts to secure antitrust clearance for a potential acquisition of Dollar Thrifty, that any agreement with respect to a transaction will be reached, or as to the timing or terms thereof.

### **INTEREST IN CAREY HOLDINGS, INC.**

We are an investor in Carey Holdings, Inc., the parent company of Carey International, Inc., a leading worldwide provider of chauffeured ground transportation services which operates directly or through licensees in approximately 550 cities and 60 countries around the world. As a result of a restructuring by Carey Holdings in January 2011, our percentage ownership was reduced to 1.2% of the company's outstanding common stock.

### **TRADEMARKS AND INTELLECTUAL PROPERTY**

The service marks "Avis" and "Budget", related marks incorporating the words "Avis" or "Budget", and related logos and marks such as "We try harder" are material to our vehicle rental business. Our subsidiaries and licensees actively use these marks. All of the material marks used by the Avis and Budget Systems are registered (or have applications pending for registration) with the United States Patent and Trademark Office as well as in over 100 countries. Our subsidiaries own the marks and other intellectual property, including the Wizard System, used in our business.

### **FINANCIAL DATA OF SEGMENTS AND GEOGRAPHIC AREAS**

Financial data for our segments and geographic areas are reported in Note 21—Segment Information to our Consolidated Financial Statements included in Item 8 of this Annual Report on Form 10-K.

### **REGULATION**

We are subject to federal, state and local laws and regulations, including those relating to taxing and licensing of vehicles, trademark licensing, consumer credit, consumer protection, environmental protection, insurance, privacy and labor matters.

#### ***Environmental***

The principal environmental regulatory requirements applicable to our vehicle rental operations relate to the ownership or use of tanks for the storage of petroleum products, such as gasoline, diesel fuel and waste oils; the treatment or discharge of waste waters; and the generation, storage, transportation and off-site treatment or disposal of solid or liquid wastes. We operate 395 Avis and Budget locations worldwide at which petroleum products are stored in underground or above-ground tanks and maintain a storage tank liability insurance policy covering these locations. We have instituted an environmental compliance program designed to ensure that these tanks are in compliance with applicable technical and operational requirements, including the replacement and upgrade of underground tanks to comply with the December 1998 EPA upgrade mandate and periodic testing and leak monitoring of underground storage tanks. We believe that the locations where we currently operate are in compliance, in all material respects, with such regulatory requirements.

We may also be subject to requirements related to the remediation of, or the liability for remediation of, substances that have been released into the environment at properties owned or operated by us or at properties to which we send substances for treatment or disposal. Such remediation requirements may be imposed without regard to fault, and liability for environmental remediation can be substantial.

We may be eligible for reimbursement or payment of remediation costs associated with future releases from regulated underground storage tanks and have established funds to assist in the payment of remediation costs for releases from certain registered underground tanks. Subject to certain deductibles, the availability of funds,

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compliance status of the tanks and the nature of the release, these tank funds may be available to us for use in remediating future releases from our tank systems.

### ***Loss Damage Waivers***

Twenty-four states have enacted legislation which requires disclosure to each customer at the time of rental that damage to the rented vehicle may be covered to some extent by the customer's personal automobile insurance and that loss damage waivers may not be necessary. In addition, four states have statutes which establish or cap the daily rate that can be charged for loss damage waivers.

### ***Insurance***

As a result of our reinsurance of the optional insurance coverages that we offer through an unaffiliated third party insurance company as well as other insurance obligations, we are subject to regulation under the insurance statutes, including insurance holding company statutes, of the jurisdictions in which our insurance company subsidiaries are domiciled. These regulations vary from jurisdiction to jurisdiction, but generally require insurance holding companies and insurers that are subsidiaries of insurance holding companies to register and file certain reports, including information concerning their capital structure, ownership, financial condition and general business operations with the regulatory authority of the applicable jurisdiction, and require prior regulatory agency approval of changes in control of an insurer and intra-corporate transfers of assets within the holding company structure. Such insurance statutes may also require that we obtain limited licenses to sell optional insurance coverage to our customers at the time of rental.

### ***Franchise Regulation***

The aspect of our business that involves licensing third parties to operate locations under the Avis or Budget name, in exchange for the payment of a royalty, is regulated by various state franchising laws, as well as by the Federal Trade Commission (the "FTC"). The FTC requires that we make extensive disclosure to prospective licensees but does not require registration. A number of states require registration and/or disclosure in connection with licensing offers and sales. In addition, several states have "franchise relationship laws" that could limit our ability to, among other things, terminate license agreements or withhold consent to the renewal or transfer of these agreements. Although our licensing operations have not been materially adversely affected by such existing regulations, we cannot predict the effect of any future federal, state or local legislation or regulation.

### ***Privacy***

Laws in some countries and jurisdictions limit the types of information we may collect about individuals with whom we deal or propose to deal, as well as how we collect, retain and use the information that we are permitted to collect, some of which is non-public personally identifiable information. The centralized nature of our information systems requires the routine flow of information about customers and potential customers across national borders, particularly into the United States. If this flow of information were to become illegal, or subject to onerous restrictions, our ability to serve our customers could be seriously impaired for an extended period of time. In addition, our failure to maintain the security of the data we hold, whether as a result of our own error or the actions of others, could harm our reputation or give rise to legal liabilities leading to lower revenue, increased costs and otherwise adversely impact our results of operations. In addition, the Payment Card Industry (the "PCI") imposes strict customer credit card data security standards to ensure that customers' credit card information is protected. Failure to meet the PCI data security standards could result in substantial increased fees to credit card companies, other liabilities and/or loss of the right to collect credit card payments.

## **EMPLOYEES**

As of December 31, 2010, we employed approximately 21,000 employees, of which approximately 7,000 were employed on a part-time basis. Approximately 28% of our employees are covered by collective bargaining agreements. We believe our employee relations are satisfactory. We have never experienced a large-scale work stoppage.

**COMPANY INFORMATION**

Our principal executive office is located at 6 Sylvan Way, Parsippany, New Jersey 07054 (telephone number: (973) 496-4700). We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith, we file reports, proxy and information statements and other information with the Commission and certain of our officers and directors file statements of changes in beneficial ownership on Form 4 with the Commission. Such reports (including our annual reports on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K and any amendments to such reports), proxy statements, other information and Form 4s can be accessed on our website at [www.avisbudget.com](http://www.avisbudget.com) as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Commission. A copy of our Codes of Conduct and Ethics, as defined under Item 406 of Regulation S-K, including any amendments thereto or waivers thereof, Corporate Governance Guidelines, Director Independence Criteria and Board Committee Charters can also be accessed on our website.

**ITEM 1A. RISK FACTORS**

*You should carefully consider each of the following risks and all of the other information set forth in this Annual Report on Form 10-K. Based on the information currently known to us, we believe that the following information identifies the most significant risk factors affecting our Company in each of these categories of risk. Past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods.*

**Risks related to our business**

***The high level of competition in the vehicle rental industry may lead to reduced rental volumes and increased pricing pressure, which could have an adverse impact on our results of operations.***

The vehicle rental industry in which we operate is highly competitive. We believe that price is one of the primary competitive factors in the vehicle rental industry. Our competitors, some of whom may have access to substantial capital, may seek to compete aggressively on the basis of pricing. To the extent our competitors reduce their pricing, price increases we may seek to implement are not competitive or we do not match or remain within a reasonable competitive margin of our competitors' pricing, we may lose rental volume. We could be further impacted if we are unable to adjust the size of our rental fleet in response to fluctuations in demand.

The risk of competition on the basis of pricing in the truck rental industry can be even more intense than in the car rental industry because it can be more difficult to reduce the size of our truck rental fleet in response to reduced demand. The Internet has increased pricing transparency among vehicle rental companies by enabling cost-conscious customers to more easily obtain and compare the rates available from various vehicle rental companies for any given rental. This transparency may increase the prevalence and intensity of price competition in the future.

***We face risks of increased fleet costs, both generally and due to the possibility that manufacturers could change or cease their repurchase or guaranteed depreciation programs.***

Fleet costs, which represent our largest single expense, represented approximately 25% of our aggregate expenses for 2010 and can vary from year to year based on the prices at which we are able to purchase and dispose of rental vehicles. In 2010, on average approximately 47% of our domestic rental car fleet was comprised of vehicles subject to agreements requiring automobile manufacturers to repurchase them or guarantee the depreciation rate for a specified period of time. We refer to such agreements as "programs" and to cars subject to such agreements as "program cars". Under these programs, automobile manufacturers agree to repurchase cars at a specified price during a specified time period or guarantee the rate of depreciation for a specified period of time, typically subject to certain car condition and mileage requirements. These programs therefore enable us to determine, in advance, our depreciation expense, which is a significant component of our fleet costs. Programs also limit the risk to us that the market value of a car, at the time of its disposition, will be less than its estimated residual (or depreciated) value; however, such programs result in additional exposure to the manufacturers with whom we have such agreements. See "We face risks related to the financial condition of automobile manufacturers and the used vehicle marketplace".

Automobile manufacturers may not continue to sell program cars to us at all or on terms consistent with past practice. The overall cost of program cars could also increase if the manufacturers were to make changes to such programs, particularly if such changes were to result in an adverse impact in the repurchase price or guaranteed depreciation without a corresponding decrease to the original purchase price. Programs also generally provide us with flexibility to reduce the size of our fleet rapidly in response to an economic slowdown or changes in demand by disposing of cars sooner than originally expected. This flexibility may be reduced in the future to the extent we reduce the percentage of program cars in our car rental fleet or this feature of the programs is altered.

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Our per-unit fleet costs could also increase if we decide to purchase fewer vehicles than previously agreed to, as we receive payments from manufacturers, known as “incentive payments”, once certain conditions are met such as reaching certain purchase volumes, or if manufacturers eliminate or reduce the terms of these incentive programs. Any increase in our per-unit fleet costs could adversely impact our financial condition and results of operations.

### ***We face risks related to the financial condition of automobile manufacturers and the used vehicle marketplace.***

Approximately 28%, 26% and 14% of the cars we acquired for our domestic fleet in 2010 were manufactured by General Motors, Ford and Chrysler, respectively. A majority of these cars, and a portion of our cars manufactured by foreign manufacturers, are program cars. If a manufacturer were to default under its agreements with us as a result of bankruptcy proceedings or otherwise, we could incur material expenses if the prices at which we were able to dispose of program cars were less than the specified prices under the applicable program. This effect may be magnified because we typically pay the manufacturer of a program car more than we would pay to buy the same car as a non-program, or “risk”, vehicle and because we depreciate a program car to the repurchase price or the guaranteed depreciation agreed to by the manufacturer. This price does not take into consideration conditions in such marketplace and is usually therefore higher than the price that would be available in the used car marketplace.

On average approximately 47% of our domestic rental car fleet in 2010 was comprised of program cars and we also receive incentive payments from manufacturers following the purchase of some of our vehicles once certain conditions are met such as reaching certain purchase volumes. Failure by a manufacturer to fulfill its obligations under any program agreement or incentive payment obligation could leave us with a substantial unpaid claim against the manufacturer particularly with respect to program cars that were either (i) resold for an amount less than the amount guaranteed under the applicable program and therefore subject to a “true-up” payment obligation from the manufacturer or (ii) returned to the manufacturer but for which we were not yet paid and therefore we could incur a substantial loss as a result of such failure to perform.

We currently sell non-program vehicles through auctions, third-party resellers and other channels in the used vehicle marketplace. Such channels may not produce stable used vehicle prices. A reduction in residual values for non-program cars and trucks in our vehicle rental fleet could cause us to sustain a substantial loss on the ultimate sale of such vehicles or require us to depreciate those vehicles at a more accelerated rate while we own them.

Any reduction in the market value of the vehicles in our fleet could effectively increase our fleet costs, adversely impact our profitability and potentially lead to decreased capacity in our asset backed car rental funding facilities due to the collateral requirements for such facilities which effectively increase as market values for vehicles decrease. In addition, if our ability to sell vehicles in the used vehicle marketplace were to become severely limited at a time when required collateral levels were rising, principal under our asset-backed financing facilities may be required to be repaid sooner than anticipated with vehicle disposition proceeds and lease payments we make to our vehicle program subsidiaries. If that were to occur, the holders of our asset-backed debt may have the ability to exercise their right to instruct the trustee to direct the return of program vehicles and/or the sale of non-program vehicles to generate proceeds sufficient to repay such debt.

### ***We face risks associated with sourcing vehicles for our fleet and potential safety recalls affecting vehicles in our fleet.***

We currently source our vehicles from both U.S. and non-U.S. auto manufacturers, including General Motors, Ford, Chrysler, Hyundai, Nissan, Kia, Subaru, Suzuki and Toyota. To the extent these or other auto manufacturers significantly curtail production, or determine to curtail sales to us or the vehicle rental industry for any reason, we may not be able to obtain a sufficient number of vehicles to operate our business without

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significantly increasing our fleet costs. In addition, our vehicles may be subject to safety recalls by their manufacturers, which could have a similar impact on our business if we remove such recalled vehicles from our rentable fleet. If a large number of cars were to be the subject of simultaneous recalls, or if needed replacement parts are not in adequate supply, we may not be able to re-rent recalled cars for a significant period of time. We could also face liability claims related to vehicles subject to a safety recall. Depending on the nature and severity of the recall, it could adversely affect our revenues, create customer service problems, reduce the residual value of the cars involved, harm our general reputation and/or have an adverse effect on our financial condition and results of operations.

***Weakness in general economic conditions in the United States and worldwide, weakness in travel demand and the housing market, and/or a significant increase in fuel costs can adversely impact our business.***

Historically, our results of operations have declined during periods of general economic weakness, and our results were adversely impacted in 2008 and 2009 due to the economic recession. If economic conditions in the United States and worldwide were to weaken, our financial condition and results of operations could be adversely impacted in 2011 and beyond.

In 2010, we generated approximately 81% of our domestic car rental revenue from our on-airport locations; therefore, a decline in airline travel will typically have a direct adverse impact on our results of operations. Significant airline capacity reductions, airfare or related fee increases, any event that disrupts or reduces business or leisure air travel such as work stoppages, military conflicts, terrorist incidents, natural disasters, epidemic diseases, or the response of governments to any of these events, could result in reduced air travel and have an adverse effect on our results of operations. Significant increases in fuel prices, a severe protracted disruption in fuel supplies or rationing of fuel could discourage customers from renting cars or reduce or disrupt air travel.

Our truck rental business can also be impacted by the housing market. If conditions in the housing market were to weaken, we may see a decline in truck rental transactions, which could have an adverse impact on our business.

***We may not be successful in implementing our business strategies.***

For 2011, our objective is to focus on growing our business profitably, strengthening our position as a leading provider of vehicle rental services and maintaining and enhancing efficiencies achieved through process improvement and other actions, including certain core strategic initiatives, such as optimizing our two-brand strategy, expanding our revenue sources, capturing incremental profit opportunities, and controlling costs and promoting efficiencies. If we are not successful in these initiatives, our financial condition, results of operations and cash flows could be adversely affected.

***We are dependent on third-party distribution channels, and the success of our business depends in significant part on these relationships.***

We generate approximately 47% of our domestic car rental reservations through third-party distribution channels, which include:

- traditional and online travel agencies, airlines and hotel companies, marketing partners such as credit card companies and membership organizations, and other entities that help us attract customers; and
- global distribution systems, such as Amadeus, Galileo/Apollo, Sabre and Worldspan that connect travel agents, travel service providers and corporations to our reservations systems.

In 2010, approximately 18% and 2% of our domestic car rental reservations came through our largest GDS source and our largest non-GDS third-party source of reservations, respectively. The operators of some third-

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party distribution channels can cancel or modify their agreements with us upon relatively short notice. Changes in our pricing agreements, commission schedules or arrangements with third-party distribution channels, the termination of any of our relationships or a reduction in the transaction volume of such channels, or a GDS's inability to process and communicate reservations to us could have an adverse impact on our business, financial condition and results of operations.

### ***Our business is seasonal, and a disruption in rental activity during our peak season could adversely affect our results of operations.***

Seasonal changes in our revenues do not alter certain of our expenses, like rent and insurance, that are fixed in the short run, typically resulting in higher profitability in periods when our revenues are higher and lower profitability in periods when our revenues are lower. In our business, the third quarter of the year has historically been our strongest quarter due to the increased level of leisure travel and household moving activity. In 2010, the third quarter accounted for 29% of our total revenue for each of our Domestic Car Rental, International Car Rental and Truck Rental segments and was our most profitable quarter for each of our segments as measured by Adjusted EBITDA. Any circumstance or occurrence that disrupts rental activity during the third quarter could have a disproportionately adverse impact on our financial condition and our results of operations.

### ***Our derivative instruments may impact our results of operations.***

We typically utilize derivative instruments to manage a portion of our risk related to fluctuations in interest rates, gas prices and foreign exchange rates. The derivative instruments we use are usually in the form of interest rate and commodity swaps and foreign exchange forwards. Periodically, we are required to determine the change in fair value, called the "mark to market," of some of these derivative instruments, which can result in a non-cash charge or gain being recognized in our financial results. Significant changes or shifts in interest rates, gas prices and foreign exchange rates will impact the valuation of our derivatives and therefore could expose us to substantial mark-to-market losses or gains if such rates or prices fluctuate materially from the time the derivatives were entered into. Accordingly, a fluctuation in such rates or prices may impact our financial position, results of operations and current or future cash flows. In addition, volatility in rates and prices can also impact the cost and effectiveness of our derivative instruments in managing our risks. To the extent any of our derivatives were to result in a gain upon settlement, we would be exposed to credit risk of the counterparties to such derivatives, which are typically large financial institutions.

### ***We are exposed to fluctuations in foreign exchange rates, which may adversely affect our results of operations.***

Certain of our international operations generate revenue and incur operating costs in currencies other than the U.S. dollar, including our operations in Australia, Canada and New Zealand. In addition, the financial position and results of operations of some of our foreign subsidiaries are reported in the relevant local currency and then translated to U.S. dollars at the applicable currency exchange rate for inclusion in our consolidated financial statements. Changes in exchange rates between these foreign currencies and the U.S. dollar will affect the recorded levels of our assets and liabilities, to the extent such figures reflect the inclusion of foreign assets and liabilities that are translated into U.S. dollars for presentation in our financial statements, as well as our results of operations. While we take steps to manage our currency exposure, we cannot accurately predict the nature or extent of future exchange rate variability, which could adversely impact our results of operations and financial position.

### ***We face risks arising from our heavy reliance on communications networks and centralized information systems.***

We rely heavily on information systems, including our reservation system, to accept reservations, process rental and sales transactions, manage our fleet of vehicles, account for our activities and otherwise conduct our



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business. We have centralized our information systems, and we rely on communications service providers to link our systems with the business locations these systems serve. A failure of a major system, or a major disruption of communications between the system and the locations it serves, could cause a loss of reservations, interfere with our ability to manage our fleet, slow rental and sales processes, and otherwise adversely affect our ability to manage our business effectively. Our systems' business continuity plans and insurance programs seek to mitigate such a risk, not eliminate it.

### ***We face risks related to liability and insurance.***

Our businesses expose us to claims for personal injury, death and property damage related to the use of our vehicles and for workers' compensation claims and other employment-related claims by our employees. We may become exposed to uninsured liability at levels in excess of our historical levels resulting from unusually high losses or otherwise. In addition, liabilities in respect of existing or future claims may exceed the level of our reserves and/or our insurance, which could adversely impact our financial condition and results of operations. Furthermore, insurance with unaffiliated carriers may not continue to be available to us on economically reasonable terms or at all.

### ***We face risks related to our locations.***

We lease or have vehicle rental concessions for both the Avis and Budget brands at locations throughout the world, including at airports both in the United States and internationally where vehicle rental companies are frequently required to bid periodically for the available locations. If we were to lose any lease or vehicle rental concession, particularly at an airport in a major metropolitan area, there can be no assurance that we would be able to find a suitable replacement on reasonable terms or at all and our business could be adversely affected.

### ***Environmental regulations could subject us to liability for fines or damages.***

We are subject to federal, state, local and foreign environmental laws and regulations in connection with our operations, including, among other things, with respect to the ownership and operation of tanks for the storage of petroleum products, such as gasoline, diesel fuel and motor and waste oils. We have established a compliance program for our tank systems that is intended to ensure that the tanks are properly registered with the state or other jurisdiction in which the tanks are located and have been either replaced or upgraded to meet applicable leak detection and spill, overfill, corrosion protection and vapor recovery requirements. These tank systems may not at all times remain free from undetected leaks, and the use of these tanks may result in significant spills, which may expose us to material liabilities.

We have made, and will continue to make, expenditures to comply with environmental laws and regulations, including, among others, expenditures for the cleanup of contamination at our owned and leased properties, as well as contamination at other locations at which our wastes have reportedly been identified. Our compliance with existing or future environmental laws and regulations may, however, require material expenditures by us or otherwise have an adverse impact on our financial position, results of operations and cash flows.

### ***Changes in the U.S. and foreign legal and regulatory environment that affect our operations, including laws and regulations relating to the environment, insurance products we sell, consumer privacy, data security, employment matters, taxes, automobile-related liability and insurance rates, could disrupt our business, increase our expenses or otherwise have an adverse impact on our results of operations.***

We are subject to a wide variety of laws and regulations in the United States and the other countries and jurisdictions in which we operate, and changes in the level of government regulation of our business have the potential to materially alter our business practices, financial position and results of operations. Depending on the jurisdiction, those changes may come about through the issuance of new laws and regulations, or changes in the interpretation of existing laws and regulations by a court, regulatory body or governmental official.

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Optional insurance products, including, but not limited to, supplemental liability insurance, personal accident insurance and personal effects protection, we offer to renters providing various insurance coverages in our domestic vehicle rental operations, are regulated under state laws governing such products. In our international car rental operations, our offering of optional products providing insurance coverages historically has not been regulated. Any changes in U.S. or foreign law that change our operating requirements with respect to optional insurance products could increase our costs of compliance or make it uneconomical to offer such products, which would lead to a reduction in revenue and profitability. If customers decline to purchase supplemental liability insurance products from us as a result of any changes in these laws or otherwise, our results of operations could be adversely affected.

In almost every state, we recover from consumers various costs associated with the title and registration of our vehicles. In addition, where permitted, we also recover from consumers certain costs, including concession costs imposed by an airport authority or the owner and/or operator of the premises from which our vehicle is rented. Our long-standing business practice has been to separately state the existence of these additional costs in our rental agreements and invoices, and disclose to consumers additional surcharges used to recover such costs together with an estimated total price, inclusive of these surcharges, in all distribution channels. We believe that this standard practice comports with the Federal Trade Commission Act and has been upheld by several courts. We may in the future be subject to potential legislative changes or administrative action which could limit, restrict or prohibit our ability to separately state, charge and recover such costs, which would result in an adverse cost reallocation. If any such changes were to be enacted there may be an adverse impact or limitation on our ability to recover all of the surcharges we currently charge, which could adversely impact our profitability and results of operations.

In 2005, federal legislation was enacted that pre-empted state laws which imputed tort liability solely based on ownership of a vehicle involved in an accident. If the current law were to change, our insurance liability exposure could materially increase.

The U.S. Congress and other legislative and regulatory authorities in the United States and internationally have considered, and will likely continue to consider, numerous measures related to climate change and greenhouse gas emissions. Should rules establishing limitations on greenhouse gas emissions or rules imposing fees on entities deemed to be responsible for greenhouse gas emissions become effective, demand for our services could be affected, our fleet and/or other costs could increase, and our business could be adversely affected.

***We may be held responsible by regulators, courts or others for the actions of, or failures to act by, our licensees, dealers or independent operators, which exposes us to possible fines, other liabilities and negative publicity.***

Our car and truck rental licensee and dealer locations are independently owned and operated. We also operate many of our corporate locations through agreements with “agency operators,” which are third-party independent contractors who receive commissions to operate such locations. Our agreements with our licensees, dealers and agency operators (“third-party operators”) generally require that they comply with all laws and regulations applicable to their businesses, including our internal policies and standards. Under these agreements, third-party operators retain control over the employment and management of all personnel. Regulators, courts or others may seek to hold us responsible for the actions of, or failures to act by third-party operators. Although we actively monitor the operations of these third-party operators, and under certain circumstances have the ability to terminate their agreements for failure to adhere to contracted operational standards, we are unlikely to detect all problems. Moreover, there are occasions when the actions and activities of third-party operators may not be clearly distinguishable from our own. It is our policy to vigorously seek to be dismissed from any such claims and to pursue indemnity for any adverse outcomes. Failure of third-party operators to comply with laws and regulations may expose us to liability, damages and publicity that may adversely affect our business.

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***Any failure by us to protect confidential information of our customers against security breaches could damage our reputation and substantially harm our business and results of operations.***

Third parties may have the technology or expertise to breach the security of our customer transaction data and our security measures may not prevent such breaches, which could result in substantial harm to our business and results of operations and damage to our reputation. We rely on encryption and/or authentication technology licensed from third parties to effect secure transmission of confidential information, including credit card numbers. Advances in computer capabilities, new discoveries in the field of cryptography, or other developments may result in a compromise or breach of the technology we use to protect customer transaction data. In addition, anyone who is able to circumvent our security measures could misappropriate proprietary information or cause interruptions in our operations. Any such compromise of our security could damage our reputation and brand and expose us to a risk of loss or litigation and possible liability, which would substantially harm our business and results of operations.

In addition, the PCI imposes strict customer credit card data security standards to ensure that our customers' credit card information is protected. Failure to meet the PCI data security standards could result in substantial increased fees to credit card companies, other liabilities and/or loss of the right to collect credit card payments, which could adversely impact operations. Failure to protect customer credit card and other information can also result in governmental investigations or material civil or criminal liability.

***We face risks associated with our like-kind exchange program.***

We utilize a like-kind exchange program whereby we replace vehicles in a manner that allows tax gains on disposed vehicles to be deferred. The program has resulted in a material deferral of federal and state income taxes beginning in 2004. The benefit of deferral is dependent on reinvestment of vehicle disposition proceeds in replacement vehicles within a prescribed period of time (usually six months). An extended downsizing of our fleet could result in reduced deferrals, utilization of tax attributes and increased payment of federal and state income taxes, which could require us to make material cash payments. Such a downsizing or reduction in purchases would likely occur if, and to the extent, we are unable to obtain financing when our asset backed rental car financings mature and could also occur in connection with a significant decrease in demand for vehicle rentals. Therefore, we cannot offer assurance that the expected tax deferral will continue or that the relevant law concerning the program will remain in its current form.

**Risks related to our potential acquisition of Dollar Thrifty and other potential acquisitions or investments**

***There are risks associated with our potential acquisition of Dollar Thrifty.***

In addition to the risks we face in connection with acquisitions and indebtedness generally as described herein, we face risks associated with the proposed acquisition of Dollar Thrifty, each of which may have an adverse impact on our business, financial condition, operating results and prospects. Such risks include: our level of indebtedness and/or our cost of indebtedness following an acquisition of Dollar Thrifty will be higher than our existing indebtedness and/or cost of indebtedness and may subject us to additional restrictive covenants; any issuance of our shares in such an acquisition will result in dilution to our existing stockholders; our credit ratings may be adversely affected, which may impact the cost of future borrowings; the potential need for approval by Dollar Thrifty's shareholders may delay, prevent or otherwise adversely impact an acquisition of Dollar Thrifty; the market price of our common stock or other securities may decline as a result of a proposed or actual acquisition of Dollar Thrifty; costs associated with a proposed or actual acquisition of Dollar Thrifty, including potential liability for termination fees; and a proposed or actual acquisition of Dollar Thrifty, or our failure to complete such an acquisition, may result in our being subject to unknown liabilities and litigation, including pending or future litigation involving the sale of Dollar Thrifty.

There can be no assurance as to the timing or outcome of the efforts to secure antitrust clearance for the proposed acquisition of Dollar Thrifty, that any agreement with respect to a transaction will be reached, or as to the timing or terms thereof.

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***In the event we consummate the proposed acquisition of Dollar Thrifty, we may not be able to successfully integrate Dollar Thrifty or realize the potential benefits of the proposed acquisition, which could cause our business to suffer.***

We may not be able to combine successfully the operations of Dollar Thrifty with our operations if the proposed acquisition of Dollar Thrifty is consummated and, even if such integration is accomplished, the potential benefits of the proposed acquisition of Dollar Thrifty may be less than we currently expect, or may not be realized at all. The integration of Dollar Thrifty with our operations will require significant attention from management and may impose substantial demands on our operations or other projects. The difficulties of integrating Dollar Thrifty's operations with our operations include, among other things:

- possible inconsistencies in standards, controls, procedures and policies, and compensation structures between Dollar Thrifty's structures and our structures;
- limitations prior to the consummation of the acquisition on our ability to work with Dollar Thrifty management to develop an integration plan;
- the increased scope and complexity of our operations;
- the retention of key employees;
- provisions in our and Dollar Thrifty's contracts with third parties that limit our flexibility to take certain actions;
- the consolidation of corporate and administrative infrastructures; and
- the possibility of costs or inefficiencies associated with the integration of operations of the combined company.

Any of these factors could cause delays or increased costs of combining the companies could adversely affect our operations, financial results and liquidity.

Our ability to consummate the proposed acquisition of Dollar Thrifty on terms that are favorable to us may also be limited by internal demands on our resources and our ability to obtain financing.

***We must obtain governmental and regulatory consents to consummate the proposed acquisition of Dollar Thrifty, which, if delayed, not granted or granted with unacceptable conditions, may jeopardize or delay the proposed acquisition, result in additional expenditures of money and resources and/or reduce the anticipated benefits of the combination contemplated by the proposed acquisition.***

The proposed acquisition of Dollar Thrifty is conditioned on the receipt of all material governmental authorizations, consents, orders and approvals, including U.S. antitrust clearance. If we do not receive these approvals, or do not receive them on terms that satisfy the conditions set forth in any definitive acquisition agreement, or offer, then we may not be able to consummate the proposed acquisition of Dollar Thrifty.

The governmental agencies from which we will seek these approvals have broad discretion in administering the governing regulations. As a condition to their approval of the proposed acquisition of Dollar Thrifty, agencies may impose requirements, limitations or costs or require divestitures or place restrictions on the conduct of the combined company's business. These requirements, limitations, costs, divestitures or restrictions could jeopardize or delay the consummation of the proposed acquisition of Dollar Thrifty and/or may reduce the anticipated benefits of the combination contemplated by the proposed acquisition of Dollar Thrifty. Further, no assurance can be given that the required consents and approvals will be obtained, and, if all required consents and

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approvals are obtained, no assurance can be given as to the terms, conditions and timing of the approvals. Such terms and conditions could result in a failure to complete the proposed acquisition of Dollar Thrifty or have an adverse effect on the business and results of operations of the combined company.

***Acquisitions of existing Avis or Budget licensees, or acquisitions or investments in other businesses could have an adverse impact on our results of operations.***

We have acquired and may acquire existing licensees and/or other businesses in the future and have invested in and may further invest in other businesses. These acquisitions and investments may involve numerous risks, including those associated with integrating operations, technology and personnel into our business, potential disruption of our ongoing business and distraction of management, and exposure to existing as well as unknown liabilities, including litigation involving the acquired entity. Such acquisitions and/or investments may not be accretive to our earnings and may negatively impact our financial condition and results of operations.

### **Risks related to our indebtedness**

***We have a substantial amount of debt, which could impair our financial condition and adversely affect our ability to react to changes in our business.***

As of December 31, 2010, our total debt was approximately \$7.0 billion and we had \$797 million of available letter of credit and borrowing capacity under our senior credit facilities. Our substantial indebtedness could have important consequences, including:

- limiting our ability to borrow additional amounts to fund working capital, capital expenditures, debt service requirements, execution of our business strategy, or acquisitions and other purposes;
- requiring us to dedicate a substantial portion of our cash flow from operations to pay principal and interest on our debt, which would reduce the funds available to us for other purposes; and
- making us more vulnerable to adverse changes in general economic, industry and competitive conditions, in government regulation and in our business by limiting our flexibility in planning for, and making it more difficult for us to react quickly to, changing conditions.

Our ability to make payments on and refinance our debt depends on our ability to generate cash flow and financial market conditions. To some extent, this is subject to prevailing economic and competitive conditions and to certain financial, business and other factors, many of which are beyond our control. Our business may not generate cash flow from operations at levels sufficient to permit us to pay principal, premium, if any, and interest on our indebtedness, and our cash needs may increase. If we are unable to generate sufficient cash flow from operations to service our debt and meet our other cash needs, we may be forced to reduce or delay capital expenditures, sell or curtail assets or operations, seek additional capital, or seek to restructure or refinance our indebtedness. If we must sell or curtail our assets or operations, it may negatively affect our ability to generate revenue.

***Despite our current indebtedness levels, we may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial indebtedness.***

Subject to the specified limitations referred to above, the indentures governing our senior unsecured notes limit, but do not prohibit, us from incurring additional indebtedness in the future. As noted above, as of December 31, 2010, our revolving senior credit facilities provided us with aggregate capacity of up to \$1,175 million, \$797 million of which was available for borrowings. All of those borrowings would be secured and the lenders under our senior credit facilities would have a prior claim to the assets that secure such indebtedness. If new debt is added to our current debt levels, the risks described above could intensify.

***We may be unable to remain in compliance with the financial or other covenants contained in our debt instruments, including our senior credit facilities.***

Many of our debt instruments, including our senior credit facilities, contain financial and other covenants that impose significant requirements on us and limit our ability to engage in certain transactions or activities. There can be no assurance that we will be able to generate sufficient earnings to enable us to satisfy the financial covenants included in our debt instruments. Our failure to comply with these covenants, if not waived, would cause a default under the senior credit facilities and could result in principal under our \$2.05 billion of asset-backed conduit facilities being required to be repaid from a portion of vehicle disposition proceeds and lease payments we make to our vehicle program subsidiaries. If such a failure were to occur, there can be no assurance that we would be able to refinance or obtain a replacement for such facilities and in certain circumstances such failure could also give rise to a default under the instruments that govern our other indebtedness.

***We can be adversely impacted by disruptions in the credit and asset-backed securities markets, which could lead to increases in interest rates and could disrupt our ability to obtain financing for our operations, which require substantial capital.***

We rely upon financing for our operations, particularly asset-backed financing, through asset-backed securities and the lending market, for our vehicle fleet. Our total asset-backed debt as of December 31, 2010 was approximately \$4.5 billion, with available capacity of approximately \$2.4 billion. Our \$2.05 billion asset-backed domestic rental car conduit facility (under which \$30 million was outstanding at December 31, 2010) consists of a 364-day facility which matures in October 2011 and a two-year facility which matures in October 2012, each with a maximum available amount of \$1.025 billion. If the asset-backed financing market is disrupted for any reason, we may be unable to obtain refinancing for our operations at current levels, or at all, when our asset-backed rental car financings mature, and any new financing or refinancing of our existing financing could increase our borrowing costs, including due to an increase in required collateral levels. In addition, we could be subject to increased collateral requirements to the extent we request any amendment or renewal of any of our existing financing.

Ambac Assurance Corporation and MBIA Insurance Corporation provide financial guaranties for approximately \$900 million and \$300 million, respectively, of our approximately \$4.0 billion of domestic term asset-backed car rental financing outstanding at December 31, 2010. The debt ratings of these financial guaranty firms have been downgraded significantly from the time in which the guarantees were entered into, and the firms have substantially curtailed their issuance of new guaranties. Therefore we are unlikely to be able to offer similar financial guaranties in connection with any refinancing we pursue for our term asset-backed financings. Assured Guaranty Corp. is also the provider of a financial guaranty for \$250 million of our term asset-backed car rental financing. Certain insolvency events in respect of the financial guarantors of our outstanding term asset-backed financings would result in principal of the related financing being required to be repaid sooner than anticipated from a portion of the proceeds of ordinary course vehicle disposition and lease payments we make to our vehicle program subsidiaries. If such financings were not so repaid, these financial guarantor insolvency events could also result in the noteholders of the series of asset-backed notes guaranteed by the insolvent financial guarantor instructing the trustee to direct the return of program vehicles and/or the sale of non-program vehicles to generate proceeds sufficient to repay such series of notes. If such a financial guarantor insolvency event were to occur, there can be no assurance that we would be able to replace the relevant financings on reasonable terms or at all.

***An increase in interest rates would increase the cost of servicing our debt and could reduce our profitability.***

A portion of our borrowings, primarily our vehicle-backed borrowings, bear interest at variable rates and expose us to interest rate risk. If interest rates increase, whether because of an increase in market interest rates or an increase in our own cost of borrowing, our debt service obligations for our variable rate indebtedness would increase even though the amount of borrowings remained the same, and our results of operations could be adversely affected. As of December 31, 2010, our total outstanding debt of approximately \$7.0 billion included

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unhedged interest rate sensitive debt of approximately \$754 million. During our seasonal borrowing peak in 2010, outstanding unhedged interest rate sensitive debt totaled approximately \$2.5 billion.

### ***Restrictive covenants in agreements and instruments governing our debt may adversely affect our ability to operate our business.***

The terms of certain of our indebtedness, including the indentures governing our senior unsecured notes and the agreement governing our senior credit facilities contain, and our future debt instruments may contain, various provisions that limit our ability to, among other things:

- incur additional debt;
- provide guarantees in respect of obligations of other persons;
- issue redeemable stock and preferred stock;
- pay dividends or distributions or redeem or repurchase capital stock;
- prepay, redeem or repurchase debt;
- make loans, investments and capital expenditures;
- enter into transactions with affiliates;
- create or incur liens;
- make distributions from our subsidiaries;
- sell assets and capital stock of our subsidiaries;
- make acquisitions; and
- consolidate or merge with or into, or sell substantially all of our assets to, another person.

### **Risks related to the Separation**

#### ***We are relying on Realogy, Wyndham Worldwide and Travelport to fulfill their obligations under the Separation Agreement and other agreements.***

Pursuant to the Separation Agreement and related agreements (including a tax sharing agreement, the “Tax Sharing Agreement”), Realogy and Wyndham Worldwide are responsible for 62.5% and 37.5%, respectively, of certain contingent and other of our corporate liabilities including those relating to unresolved tax and legal matters as well as 100% of certain liabilities that relate to their respective businesses (the “Assumed Obligations”). More specifically, Realogy and Wyndham Worldwide have generally assumed and are responsible for the payment of their specified percentage of (i) all taxes imposed on us and certain of our subsidiaries and (ii) certain of our contingent and other corporate liabilities and/or those of our subsidiaries to the extent incurred prior to August 23, 2006. If either Realogy or Wyndham were to default in its payment, when due, of any such Assumed Obligations, each non-defaulting party, including us, would be required to pay an equal portion of the defaulted amounts, and any such default may adversely impact our results of operations, financial condition or cash flows.

Realogy was acquired by an affiliate of Apollo Management VI, L.P. following the Separation. While the acquisition did not affect Realogy’s obligation to satisfy its specified percentage of its Assumed Obligations, as a

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result of the acquisition, Realogy has greater debt obligations and its ability to satisfy its portion of such Assumed Obligations may be adversely impacted. In accordance with the terms of the Separation Agreement, Realogy posted a letter of credit for the benefit of the Company to cover its estimated share of the Assumed Obligations. In conjunction with such Assumed Obligations, we had recorded receivables from Realogy of approximately \$100 million as of December 31, 2010; the amount of the letter of credit posted by Realogy is designed to approximate the amount of such receivables and is subject to adjustment from time to time. There can be no assurance that such letter of credit will be sufficient or effective to cover Realogy's actual obligations if and when they arise. In addition, the Separation Agreement effectively provides Realogy with the right to control the process for resolving disputes related to many of the Assumed Obligations.

Realogy, Wyndham Worldwide and/or Travelport (the "separated companies") are required to indemnify us in respect of certain liabilities that related to their respective businesses, including certain effective guarantees that result from either us or one of our subsidiaries remaining a named lessee on real estate leases pertaining to properties occupied by the separated companies as well as certain litigation that pertains to the businesses of such companies in which we are also named. Any failure by the separated companies to pay any of their assumed liabilities when due or to indemnify us when required may adversely impact our results of operations, financial condition or cash flows.

### **Risks related to our common stock**

#### ***The market price of our shares may fluctuate widely.***

We cannot predict the prices at which our common stock will trade. The market price of our common stock experienced substantial volatility in the past and may fluctuate widely, depending upon many factors, some of which may be beyond our control, including:

- our quarterly or annual earnings, or those of other companies in our industry, including our suppliers;
- actual or anticipated fluctuations in our operating results;
- changes in accounting standards, policies, guidance, interpretations or principles;
- announcements by us or our competitors of acquisitions, dispositions, strategies, marketing affiliations, projections, fleet costs, pricing actions or other competitive actions;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- changes in investors' and analysts' perceptions of our industry, business or related industries;
- the operating and stock price performance of other comparable companies;
- overall market fluctuations; and
- general economic conditions and conditions in the credit markets.

#### ***Shareholders' percentage ownership may be diluted in the future.***

Shareholders' percentage ownership may be diluted in the future because of equity issuances, conversion of our convertible senior notes due 2014, exercise of the warrants we issued in 2009 or equity awards that we granted or will grant to our directors, officers and employees. Holders of our convertible senior notes may convert their notes into up to 21.2 million shares of our common stock. In 2010, we granted approximately 160,000 stock options and approximately 2.0 million restricted stock units, and in January 2011, we granted approximately 975,000 restricted stock units. We also expect to grant restricted stock units, stock options and/or other types of equity awards in the future.



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### ***Provisions in our certificate of incorporation and by-laws, and of Delaware law may prevent or delay an acquisition of our Company, which could decrease the trading price of our common stock.***

Our amended and restated certificate of incorporation, amended and restated by-laws and Delaware law contain provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids unacceptably expensive to the prospective acquirer and to encourage prospective acquirers to negotiate with our Board of Directors rather than to attempt a hostile takeover. These provisions include, among others:

- elimination of the right of our stockholders to act by written consent;
- rules regarding how stockholders may present proposals or nominate directors for election at stockholder meetings;
- the right of our Board to issue preferred stock without stockholder approval; and
- limitations on the right of stockholders to remove directors.

Delaware law also imposes some restrictions on mergers and other business combinations between us and any holder of 15% or more of our outstanding common stock.

We believe these provisions protect our stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirors to negotiate with our Board and by providing our Board with more time to assess any acquisition proposal. These provisions are not intended to make our Company immune from takeovers. However, these provisions apply even if the offer may be considered beneficial by some stockholders and could delay or prevent an acquisition that our Board determines is not in the best interests of our Company and our stockholders.

### ***Conversion of our convertible senior notes due 2014, and the note hedge and warrant transactions entered into in connection with the issuance of the notes, may have an adverse impact on the price of our common stock.***

Any of the following transactions and activities could adversely affect the value of our common stock in connection with our issuance of \$345 million of 3.5% convertible senior notes due 2014 and the note hedge and warrant transactions entered into in connection with such issuance:

- the conversion of some or all of our convertible senior notes, any sales by noteholders in the public market of our common stock issued upon such conversion and any selling of our common stock (including short selling) due to the existence of the notes;
- the exercise of some or all of the warrants, any sales by warrantholders in the public market of our common stock issued upon such exercise of the warrants and any selling of our common stock (including short selling) due to the existence of the warrants; and
- the entry into, or the modification or the unwinding of, various derivative transactions with respect to our common stock by the counterparties in connection with their obligations under the note hedge and warrant transactions.

## **ITEM 1B. UNRESOLVED STAFF COMMENTS**

Not applicable.

## **ITEM 2. PROPERTIES**

Our principal executive offices are located at leased offices at 6 Sylvan Way, Parsippany, New Jersey 07054 pursuant to a lease expiring in 2023. Supplemental office space that we previously occupied at 10 Sylvan Way and 3 Century Drive in Parsippany, New Jersey is currently vacant, and the related leases will expire or may be terminated in 2011 and 2013, respectively. We also own a facility in Virginia Beach, Virginia, which serves as a satellite administrative facility for our car and truck rental operations. Office space is also leased in Greenwood Village, Colorado and Tulsa, Oklahoma pursuant to leases expiring in 2015 and 2022, respectively. These locations primarily provide operational services for both brands, including contact center operations. In addition, there are approximately seven other leased office locations in the United States used for administrative activities, regional sales and operations activities.

We lease or have vehicle rental concessions for both the Avis and Budget brands at locations throughout the world. Avis operates approximately 950 locations in the United States and approximately 300 locations outside the United States. Of those locations, approximately 225 in the United States and approximately 100 outside the United States are at airports. Budget operates at approximately 600 locations in the United States of which approximately 180 are at airports. Budget also operates at approximately 150 locations outside the United States of which approximately 60 are at airports. Typically, an airport receives a percentage of vehicle rental revenue, with a guaranteed minimum. Because there is a limit to the number of vehicle rental locations in an airport, vehicle rental companies frequently bid for the available locations, usually on the basis of the size of the guaranteed minimums. We believe that our properties are sufficient to meet our present needs and we do not anticipate any difficulty in securing additional space, as needed, on acceptable terms.

## **ITEM 3. LEGAL PROCEEDINGS**

### **Vehicle Rental Litigation**

We, along with our subsidiaries, are involved from time to time in legal proceedings in the ordinary course of business, including the cases described below.

On November 14, 2007, two California residents filed a putative class action lawsuit, captioned *Michael Shames et al. v. The Hertz Corp. et al.*, No. 07 CV 2174H (S.D. Cal.), against the Company, six other rental car companies, the California Travel and Tourism Commission (the "CTTC") and the CTTC's Executive Director, alleging that the defendants violated federal antitrust law and California's Unfair Competition Law and False Advertising Law by allegedly agreeing to pass on airport concession fees and a state tourism commission assessment to passenger car renters in California. The plaintiffs are seeking treble damages, injunctive relief and attorneys' fees and costs. We filed a motion to dismiss the *Shames* suit, and on April 8, 2008, the U.S. District Court for the Southern District of California granted the motions to dismiss the putative class action lawsuit, on the ground that plaintiffs failed to state claims for which relief could be granted. An amended complaint was filed in May 2008 against the Company and six other rental car companies, as well as the CTTC, and contained claims that the defendants had violated federal antitrust law and California's Unfair Competition Law and False Advertising Law by allegedly agreeing to pass on airport concession fees and a state tourism commission assessment to passenger car renters in California. In July 2008, the U.S. District Court for the Southern District of California granted the CTTC's motion to dismiss all claims asserted against it, granted our motions to dismiss with respect to the state law claims and denied our motion to dismiss with respect to the federal antitrust claim. We are currently undergoing discovery. In June 2010 the Ninth Circuit affirmed the dismissal of the claims against the CTTC. In August 2010, the Company and the other rental car companies named in the suit filed a motion to dismiss in district court. In November 2010, the Ninth Circuit reversed its prior dismissal of all claims against the CTTC, and replaced its June 2010 opinion with a superseding opinion reversing the district court's dismissal of claims against the CTTC, making the CTTC again a party to the district court proceedings. The Company has denied the allegations and intends to continue to defend the case.

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In December 2007, class action lawsuits, now known as *In re Tourism Assessment Fee Litigation* were filed against the Company, 12 other rental car companies, the CTTC and California's Secretary of Business, Transportation and Housing. This action challenged the tourism commission assessment fees imposed on certain renters in California as of January 1, 2007. The action sought declaratory and injunctive relief, a refund of all California tourism commission assessment fees collected by the rental car defendants, attorneys' fees and costs, and unspecified damages. The defendants moved to dismiss and transfer the action to the Southern District of California. In September 2008, the transfer motion was granted and the action was subsequently transferred to the Southern District of California. In February 2009, the court granted defendants' motions to dismiss plaintiffs' federal law claims, declined to exercise supplemental jurisdiction over plaintiffs' state law claims, and dismissed plaintiffs' amended complaint with prejudice. In March 2009, the plaintiffs filed a motion seeking leave to file a motion for relief from the judgment and/or for leave to file a second amended complaint; the court denied such motion; and plaintiffs filed a Notice of Appeal to the U.S. Court of Appeals for the Ninth Circuit from the final judgment and from the denial of their motion. The plaintiffs' appeal was denied in August 2010. The plaintiffs have not moved for reconsideration of the opinion.

The Company is involved in legal proceedings related to wage and hour claims, including the following:

In May 2008, a civil collective action complaint currently captioned *Matt Ravenell v. Avis Budget Group, Inc., Avis Budget Car Rental, LLC and Avis Rent A Car System, LLC*, No. 08 CV 02113 (E.D.N.Y.) was filed against us alleging that the Company violated the Fair Labor Standards Act and the New York Labor Law by misclassifying shift managers as employees exempt from overtime. The plaintiffs, former Avis shift managers, seek to recover, on behalf of themselves and all other individuals who are similarly situated, alleged unpaid overtime compensation, as well as attorneys' fees and costs. In addition, two of the named plaintiffs assert individual claims of retaliation against the Company. Conditional class certification with respect to Plaintiff's Fair Labor Standards Act claims was granted to plaintiffs in July 2010. The parties are currently conducting discovery on the merits.

A civil collective action complaint, similar to the *Ravenell* matter, was also filed against the Company in the U.S. District Court for the Middle District of Florida in September 2010, alleging misclassification of shift managers as exempt from overtime in violation of the Fair Labor Standards Act. A civil collective action complaint was also filed against us in the District of New Jersey in July 2009, alleging misclassification of airport managers as exempt from overtime under the Fair Labor Standards Act. The New Jersey plaintiff's motion for conditional class certification and the Company's motion for summary judgment are currently pending in the district court. Two putative class actions are also pending against us in California alleging violations of state law regarding meal breaks, among other claims. Both California cases are currently subject to a court-ordered stay pending a decision by the California Supreme Court in an existing case not involving the Company. We intend to vigorously defend each of these suits.

### **Corporate Litigation**

#### ***Avis Budget Legal Proceedings***

In October 2009, a judgment was entered against us for damages related to breach of contract in the amount of \$16 million in *Alaska Rent A Car, Inc. v. Cendant Corp., et al.* in the United States District Court for the District of Alaska. The lawsuit, which was filed in 2003 by our licensee, Alaska Rent-A-Car, involved breach of contract and other claims related to the acquisition of our Budget vehicle rental business in 2002. In addition to the judgment for damages, in June 2010 the district court also entered an order against the Company in the amount of \$3.3 million, in favor of the plaintiff's motions for pre-judgment interest and attorneys' fees. We have filed an appeal of the judgment and the award of attorneys' fees with the United States Court of Appeals for the Ninth Circuit.

#### ***Cendant Legal Proceedings***

Pursuant to the Separation Agreement, Realogy has assumed 62.5% and Wyndham Worldwide has assumed 37.5% of certain contingent and other corporate liabilities (and related costs and expenses), including legal

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matters and related disputes, of the Company or its subsidiaries which are not primarily related to any of the respective businesses of Realogy, Wyndham Worldwide, Travelport and/or the Company's vehicle rental operations, in each case incurred or allegedly incurred on or prior to the date of the separation of Travelport from the Company. Such litigation includes the Credentials Litigation described below.

*CSI Investment et. al. v. Cendant et. al.*, (Case No. 1:00-CV-01422 (DAB-DFE) (S.D.N.Y.)) (the "Credentials Litigation", an action for breach of contract and fraud arising out of Cendant's acquisition of the Credentials business in 1998, where plaintiffs sought, among other things, payment of certain "hold back" monies, as well as a contingent payment based upon future performance. In September 2007, the Court granted summary judgment to dismiss the fraud claims and to grant plaintiffs' motion for the hold back monies and for breach of contract, and in July 2009, the Court of Appeals for the Second Circuit affirmed the ruling of the district court and judgment was entered in favor of the plaintiffs in the amount of approximately \$98 million, plus post-judgment interest and reasonable attorneys' fees. As a result of payments made by Realogy and Wyndham in July 2009, the Court entered a satisfaction of judgment. In September 2009, the plaintiffs filed a motion requesting an aggregate of \$33 million in attorneys' fees and costs comprised of \$6 million in hourly fees and costs, a \$25 million success fee and \$2 million in pre-judgment interest. Both parties filed briefs with respect to the motion and in January 2010, the Court issued a summary order referring the matter to a Magistrate for a determination of the proper amount of attorneys' fees. In December 2010 the parties reached a settlement of the dispute concerning attorneys' fees. Realogy and Wyndham are responsible for 62.5% and 37.5%, respectively, of the liability arising from the Credentials Litigation, and paid the settlement amounts on December 31, 2010. There was no net impact to our financial statements or cash balances as a result of the judgment or settlement.

Realogy, Wyndham Worldwide and Travelport have also assumed under the Separation Agreement certain contingent and other corporate liabilities (and related costs and expenses), which include legal proceedings where we are named as a defendant but are primarily related to each of their respective businesses.

#### **ITEM 4. (Removed and Reserved)**

**PART II****ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES*****Market Price of Common Stock***

Our common stock is currently traded on the NASDAQ Global Select Market under the symbol "CAR". Prior to December 31, 2010, our common stock was listed on the New York Stock Exchange ("NYSE"), and the following table sets forth the quarterly high and low sales prices per share of our common stock as reported by NYSE for 2010 and 2009. At January 31, 2011, the number of stockholders of record was approximately 3,823.

<b>2010</b>	<b>High</b>	<b>Low</b>
First Quarter	\$13.63	\$ 9.66
Second Quarter	16.85	9.76
Third Quarter	12.89	8.57
Fourth Quarter	15.64	10.78
<b>2009</b>	<b>High</b>	<b>Low</b>
First Quarter	\$ 1.20	\$ 0.34
Second Quarter	5.93	0.76
Third Quarter	14.14	5.10
Fourth Quarter	13.85	8.08

***Dividend Policy***

We paid no cash dividends on our common stock in 2010 and 2009 and we do not anticipate paying dividends on our common stock for the foreseeable future. Our ability to pay dividends to holders of our common stock is limited by the Company's senior credit facilities, the indentures governing our senior notes and our vehicle financing programs, insofar as we may seek to pay dividends out of funds made available to Avis Budget Group by Avis Budget Car Rental and/or its subsidiaries. The declaration and payment of future dividends to holders of our common stock will be at the discretion of our Board of Directors and will depend upon many factors, including our financial condition, earnings, capital requirements of our businesses, covenants associated with certain debt obligations, legal requirements, regulatory constraints, industry practice and other factors that the Board of Directors deems relevant.

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**Securities Authorized for Issuance under Equity Compensation Plans**

The following table provides information about shares of our common stock that may be issued upon the exercise of options, stock settled stock appreciation rights and restricted stock units under all of our existing equity compensation plans as of December 31, 2010. The table excludes 2.5 million shares of our common stock available for issuance pursuant to the 2009 Employee Stock Purchase Plan, approved by stockholders.

Of the approximately 8.9 million shares of our common stock to be issued upon exercise of outstanding options, stock settled stock appreciation rights and restricted stock units, approximately 1.3 million shares are related to stock option grants that were made by Cendant Corporation to employees of Cendant Corporation prior to the spin-offs of Realogy and Wyndham, 94% of which have strike prices in excess of our closing stock price of \$15.56 on December 31, 2010.

<b>Plan Category</b>	<b>Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants, Rights and Restricted Stock Units <sup>(d)</sup></b>	<b>Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (Excludes Restricted Stock Units) (\$) <sup>(d)</sup></b>	<b>Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in First Column)</b>
Equity compensation plans approved by Company stockholders <sup>(a)</sup>	7,891,328	\$5.91	4,952,624
Equity compensation plans not approved by Company stockholders <sup>(b)(e)</sup>	1,011,906	\$25.18	-
Equity compensation plans assumed in mergers, acquisitions and corporate transactions <sup>(c)</sup>	4,692	\$13.54	-
<b>Total</b>	<b>8,907,926</b>	<b>\$8.77</b>	<b>4,952,624</b>

<sup>(a)</sup> The number of securities to be issued includes options and other awards granted under the following plans: 2007 Equity and Incentive Plan; 1997 Stock Incentive Plan; 1997 Stock Option Plan; 1987 Stock Option Plan and the Directors Deferred Compensation Plan. Each plan other than the 2007 Equity and Incentive Plan was approved by stockholders with respect to an initial allocation of shares. The number of securities remaining available for future issuance under equity compensation plans represents solely shares available for issuance under the 2007 Equity and Incentive Plan.

<sup>(b)</sup> Includes options and other awards granted under the following plans: 1999 Broad-Based Employee Stock Option Plan; 1997 Employee Stock Plan; 1992 Employee Stock Option Plan; and stand-alone option grants to former officers. The material terms of these plans are set forth under footnote (e) below. Notwithstanding the terms of these plans to the contrary, no option granted under any of these plans provides for a term in excess of 10 years or an exercise price below fair market value as of the date of grant (other than options assumed or replaced in connection with acquisitions). All options granted under these plans have been approved by the Board of Directors or the Compensation Committee of the Board of Directors.

<sup>(c)</sup> Includes options granted under the Galileo International, Inc. 1999 Equity and Performance Incentive Plan.

<sup>(d)</sup> Reflects an equitable adjustment of stock options and restricted stock units in connection with the spin-off of PHH Corporation to our stockholders during 2005 and the distributions of Realogy and Wyndham in 2006. Also reflects the one-for-ten reverse stock split completed in September 2006.

<sup>(e)</sup> Following are the material terms of plans not submitted for stockholder approval: *1999 Broad-Based Employee Stock Option Plan*. Awards under this plan are generally comprised of stock options and other awards valued by reference to Common Stock to employees who are not executive officers. Shares issued pursuant to the exercise of options granted under this plan may be authorized and unissued shares or treasury shares. In the event of any change in corporate capitalization, reorganization or similar event, shares subject to outstanding awards and the exercise price of outstanding

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options may be adjusted or substituted for, as the Compensation Committee or Board may determine. Each option granted under this plan will become immediately exercisable upon a “change-of-control transaction” (as defined in the plan). Unless otherwise determined by the Compensation Committee, following termination of employment, options granted under this plan generally will remain exercisable, to the extent exercisable at the time of termination, for one year (two years, in the case of retirement, death or disability). *1997 Employee Stock Plan*. Awards under this plan are generally comprised of stock options and restricted stock granted to our employees and affiliates. Shares issued pursuant to awards granted under this plan may be authorized and unissued shares or treasury shares. In the event of any change in corporate capitalization, reorganization or similar event, shares subject to outstanding awards and the exercise price of outstanding options may be adjusted or substituted for, as the Compensation Committee or Board may determine. The vesting of restricted stock awards granted under this plan may be subject to the attainment of predetermined performance goals. Unless otherwise determined by the Compensation Committee, following termination of employment, options and stock appreciation rights granted under this plan generally will remain exercisable, to the extent exercisable at the time of termination, for one year (five years, in the case of retirement and one year for death or disability). Unless otherwise determined by the Compensation Committee, following termination of employment for any reason, shares that are subject to restrictions under a restricted stock award will be immediately forfeited.

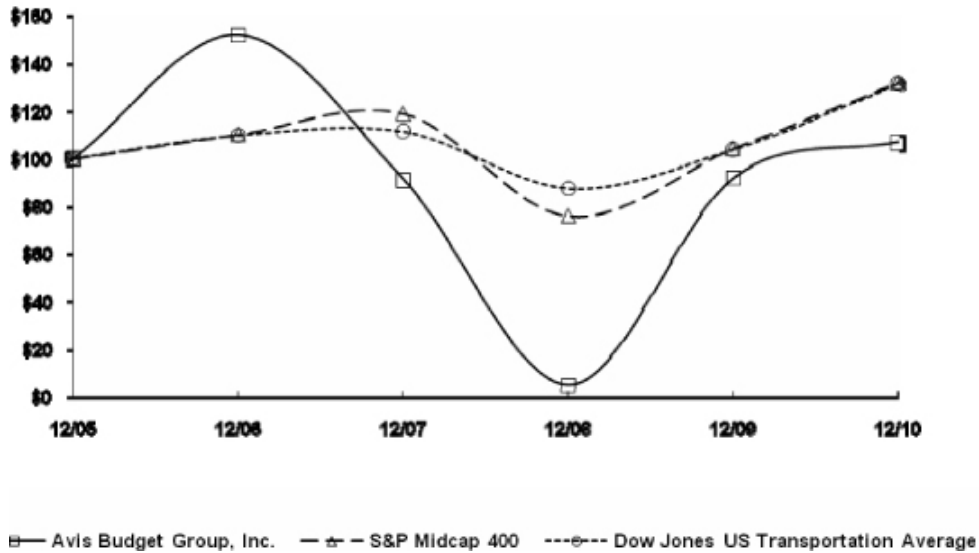
### ***Issuer Purchases of Equity Securities***

None.

**Performance Graph**

The following graph assumes \$100 invested on December 31, 2005 and compares (A) the yearly percentage change in our cumulative total stockholder return on our common stock (as measured by dividing (i) the sum of (a) the cumulative amount of dividends, assuming dividend reinvestment, during the five years commencing on the last trading day before January 1, 2005 and ending on December 31, 2010, and (b) the difference between our stock price at the end and the beginning of the periods presented by (ii) the share price at the beginning of the periods presented with (B) the Standard & Poor's MidCap 400 Index and the Dow Jones U.S. Transportation Average Index.

**COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\***  
Among Avis Budget Group, Inc., the S&P Midcap 400 Index  
and the Dow Jones US Transportation Average Index





**ITEM 6. SELECTED FINANCIAL DATA**

	<b>At or For the Year Ended December 31,</b>				
	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>
	<b>(In millions, except per share data)</b>				
<b>Results of Operations</b>					
Net revenues	\$ 5,185	\$ 5,131	\$ 5,984	\$ 5,986	\$ 5,689
Income (loss) from continuing operations	\$ 54	\$ (47)	\$ (1,124)	\$ (947)	\$ (451)
Income (loss) from discontinued operations, net of tax	-	-	-	31	(1,479)
Cumulative effect of accounting changes, net of tax	-	-	-	-	(64)
Net income (loss)	<u>\$ 54</u>	<u>\$ (47)</u>	<u>\$ (1,124)</u>	<u>\$ (916)</u>	<u>\$ (1,994)</u>
<b>Per Share Data</b>					
Income (loss) from continuing operations:					
Basic	\$ 0.53	\$ (0.46)	\$ (11.04)	\$ (9.18)	\$ (4.48)
Diluted	0.49	(0.46)	(11.04)	(9.18)	(4.48)
Income (loss) from discontinued operations:					
Basic	\$ -	\$ -	\$ -	\$ 0.30	\$ (14.71)
Diluted	-	-	-	0.30	(14.71)
Cumulative effect of accounting changes:					
Basic	\$ -	\$ -	\$ -	\$ -	\$ (0.63)
Diluted	-	-	-	-	(0.63)
Net income (loss):					
Basic	\$ 0.53	\$ (0.46)	\$ (11.04)	\$ (8.88)	\$ (19.82)
Diluted	0.49	(0.46)	(11.04)	(8.88)	(19.82)
Cash dividends declared <sup>(a)</sup>	\$ -	\$ -	\$ -	\$ -	\$ 1.10
<b>Financial Position</b>					
Total assets	\$10,327	\$10,093	\$11,318	\$12,474	\$13,271
Assets under vehicle programs	6,865	6,522	7,826	7,981	7,700
Long-term debt, including current portion	2,502	2,131	1,789	1,797	1,842
Debt under vehicle programs <sup>(b)</sup>	4,515	4,374	6,034	5,596	5,270
Stockholders' equity	410	222	93	1,465	2,443

<sup>(a)</sup> Cash dividends declared have been adjusted to reflect the 1-for-10 reverse stock split of our common stock which became effective in September 2006.

<sup>(b)</sup> Includes related-party debt due to Avis Budget Rental Car Funding (AESOP), LLC. See Note 15 to our Consolidated Financial Statements.

In presenting the financial data above in conformity with generally accepted accounting principles, we are required to make estimates and assumptions that affect the amounts reported. See "Critical Accounting Policies" under Item 7 included elsewhere herein for a detailed discussion of the accounting policies that we believe require subjective and complex judgments that could potentially affect reported results.

**Restructuring and Other Items**

During 2010, we recorded \$11 million of restructuring charges related to initiatives within our Domestic Car Rental segment. In 2009 and 2008, we recorded \$20 million and \$28 million, respectively, of charges related to restructuring initiatives within each of our segments. In 2006, we recorded \$10 million of restructuring charges related to restructuring initiatives within our Truck Rental and Domestic Car Rental segments. See Note 4 to our Consolidated Financial Statements.

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During 2010, we recorded \$52 million of expense related to the early extinguishment of a portion of our corporate debt and associated interest rate swaps.

In 2009, we recorded an approximately \$33 million (\$20 million, net of tax) non-cash charge primarily for the impairment of our investment in Carey Holdings, Inc. (“Carey”), to reflect the other-than-temporary decline of the investment’s fair value below its carrying value. In 2008, we recorded a \$1,262 million (\$1,053 million, net of tax) non-cash charge to reflect (i) the impairment of goodwill, (ii) the impairment of the Company’s tradenames assets and (iii) the impairment of our investment in Carey. These charges reflect the decline in their fair value below their carrying value, primarily as a result of reduced market valuations for vehicle services and other companies, as well as reduced profit forecasts due to soft economic conditions and increased financing costs. In 2007, we recorded a \$1,195 million (\$1,073 million, net of tax) non-cash charge for the impairment of goodwill at each of our reporting units to reflect the decline in their fair value as evidenced by a decline in the market value of our common stock. See Note 2 to our Consolidated Financial Statements. In 2006, we recorded a non-cash impairment charge of approximately \$1.3 billion within discontinued operations to reflect the difference between Travelport’s carrying value and its estimated fair value, less costs to dispose.

In 2006, we incurred separation-related costs of \$574 million in connection with the spin-offs of Realogy and Wyndham and the sale of Travelport. During 2010, 2009, 2008 and 2007, separation-related costs incurred were insignificant. These costs consisted primarily of legal, accounting, other professional and consulting fees, various employee expenses and for 2006, included costs associated with the retirement of corporate debt.

Income (loss) from discontinued operations, net of tax, includes the after tax results of the following disposed businesses for all periods presented (through their dates of disposition): (i) Travelport, which we sold in August 2006, and (ii) Realogy and Wyndham, which were spun-off on July 31, 2006. Income (loss) from discontinued operations, net of tax, also includes a tax benefit realized as a result of certain elections made in connection with the disposition of Travelport on income tax returns filed during 2007 and the after tax losses on the sale of Travelport and the spin-offs of Realogy and Wyndham in 2006.

In 2006, we incurred \$40 million of litigation and related costs primarily in connection with the 1998 discovery of accounting irregularities in the former business units of CUC International, Inc. In 2010, 2009, and 2008 and 2007, these costs were immaterial.

In 2006, we recorded a \$103 million (\$64 million, net of tax) non-cash charge to reflect the cumulative effect of accounting changes related to (i) real estate time-share transactions at our former Hospitality Services and Timeshare Resorts segment and (ii) stock-based compensation awards.

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion should be read in conjunction with our Consolidated Financial Statements and accompanying Notes thereto included elsewhere herein. Unless otherwise noted, all dollar amounts in tables are in millions and those relating to our results of operations are presented before taxes.*

We operate two of the most recognized brands in the global vehicle rental industry through Avis Rent A Car System, LLC and Budget Rent A Car System, Inc. We provide car and truck rentals and ancillary services to businesses and consumers in the United States and internationally.

We operate in the following business segments:

- **Domestic Car Rental**—provides car rentals and ancillary products and services in the United States.
- **International Car Rental**—provides vehicle rentals and ancillary products and services primarily in Argentina, Australia, Canada, New Zealand, Puerto Rico and the U.S. Virgin Islands.
- **Truck Rental**—provides truck rentals and related services to consumers and commercial users in the United States.

Our revenues are derived principally from car and truck rentals in our Company-owned operations and include (i) time and mileage (“T&M”) fees charged to our customers for vehicle rentals, (ii) reimbursement from our customers for certain operating expenses we incur, including gasoline and vehicle licensing fees, as well as airport concession fees, which we pay in exchange for the right to operate at airports and other locations, and (iii) sales of loss damage waivers and insurance and rentals of navigation units and other items in conjunction with vehicle rentals. We also earn royalty revenue from certain of our licensees in the United States and internationally in conjunction with their vehicle rental transactions.

Car rental volumes are closely associated with the travel industry, particularly airline passenger volumes, or enplanements. Because we operate primarily in the United States and generate a significant portion of our revenue from our on-airport operations, we expect that our ability to generate revenue growth will be somewhat dependent on increases in domestic enplanements. Our ability to achieve profit margins consistent with prior periods remains dependent on our ability to successfully manage our costs and our revenues per vehicle. Our vehicle rental operations are seasonal. Historically, the third quarter of the year has been our strongest quarter due to the increased level of leisure travel and household moving activity. Any occurrence that disrupts rental activity during the third quarter could have a disproportionate adverse effect on our results of operations. We have a partially variable cost structure and routinely adjust the size and, therefore, the cost of our rental fleet in response to fluctuations in demand. However, certain expenses, such as rent, are fixed and cannot be reduced in response to seasonal fluctuations in our operations.

We believe that the following factors, among others, may affect and/or have impacted our financial condition and results of operations:

- Domestic enplanements, which for 2010 and 2009 were lower than 2008 levels, but are expected to increase in 2011 compared to 2010;
- Fleet, pricing, marketing and strategic decisions made by us and by our competitors;
- Changes in per-unit car fleet costs and in conditions in the used vehicle marketplace;
- Changes in the financial condition of vehicle manufacturers;

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- Changes in borrowing costs and in market willingness to purchase corporate and vehicle-related debt;
- Our potential acquisition of Dollar Thrifty Automotive Group, Inc. (“Dollar Thrifty”);
- Changes in foreign exchange rates; and
- Demand for truck rentals.

We believe that the economic recovery in the U.S. and worldwide economies during 2010 favorably impacted demand for vehicle rental services, but that such demand nonetheless remained below levels seen prior to the 2008-09 recession. Historically, our results of operations have declined during periods of general economic weakness. If economic conditions in the United States were to weaken, our results of operations could be materially and adversely impacted in 2011 and beyond. In our cost-reduction initiatives and restructuring activities, we are driving process improvements to reduce costs, enhance service to our customers and improve our operations. We are pursuing an acquisition of Dollar Thrifty, which, if completed, could have a material impact on our operations, financial condition and liquidity. There can be no assurances as to the timing to accomplish such acquisition or the terms thereof and the ability and timing to obtain required regulatory approval and financing (and any conditions thereto). Due to uncertainties related to our business, there can be no assurance that we will be able to satisfy the covenants contained in our senior credit facilities and our asset-backed car rental conduit facilities. Failure to comply with such covenants could significantly impact our liquidity if we were unable to obtain an amendment or waiver or were unable to refinance or replace such facilities. See “Risk Factors—Risks related to our indebtedness”. There can also be no assurance that 2010 results will be indicative of results we will achieve in 2011 or other future periods.

### **RESULTS OF OPERATIONS**

Discussed below are our consolidated results of operations and the results of operations for each of our reportable segments.

We measure performance using the following key operating statistics: (i) rental days, which represents the total number of days (or portion thereof) a vehicle was rented, and (ii) T&M revenue per rental day, which represents the average daily revenue we earned from rental and mileage fees charged to our customers. Our car rental operating statistics (rental days and T&M revenue per rental day) are all calculated based on the actual rental of the vehicle during a 24-hour period. We believe that this methodology, while conservative, provides our management with the most relevant statistics in order to manage the business. Our calculation may not be comparable to other companies’ calculation of similarly-titled statistics.

The reportable segments presented below represent our operating segments for which separate financial information is available and is utilized on a regular basis by our chief operating decision maker to assess performance and allocate resources. In identifying our reportable segments, we also consider the nature of services provided by our operating segments. Management evaluates the operating results of each of our reportable segments based upon revenue and “Adjusted EBITDA”, which we define as income from continuing operations before non-vehicle related depreciation and amortization, any impairment charge, non-vehicle related interest and income taxes. Our presentation of Adjusted EBITDA may not be comparable to similarly-titled measures used by other companies.

[Table of Contents](#)**Year Ended December 31, 2010 vs. Year Ended December 31, 2009**

Our consolidated results of operations comprised the following:

	Year Ended December 31,		Change
	2010	2009	
Net revenues	\$ 5,185	\$ 5,131	\$ 54
Total expenses	5,113	5,208	(95)
Income (loss) before income taxes	72	(77)	149
Provision for (benefit from) income taxes	18	(30)	48
Net income (loss)	<u>\$ 54</u>	<u>\$ (47)</u>	<u>\$ 101</u>

During 2010, our net revenues increased \$54 million (1%) principally due to a 6% increase in ancillary and other revenues, such as sales of loss damage waivers and insurance products, gasoline sales and fees charged to customers. This increase in ancillary revenue was partially offset by a 1% decrease in T&M revenue in our car rental operations, resulting primarily from a 2% decline in domestic and international car rental days partially mitigated by a 1% increase in T&M revenue per rental day. In addition, the increase in revenue reflected a \$97 million favorable effect related to the translation of our international operations' results into U.S. dollars.

Total expenses decreased \$95 million (2%) principally due to (i) a \$138 million (10%) decrease in vehicle depreciation and lease charges resulting from a 9% decline in car per-unit fleet costs and a 1% decline in our average car rental fleet; (ii) the absence of the \$33 million in impairment charges recorded in 2009; (iii) a \$20 million (1%) decrease in direct operating expenses largely resulting from the 2% decrease in car rental days, reduced staffing levels, other cost-saving actions and the absence of the \$18 million charge recorded in 2009 for a litigation judgment against us related to the 2002 acquisition of our Budget vehicle rental business; and (iv) a \$9 million decrease in restructuring costs. These year-over-year decreases were partially offset by (i) a \$52 million expense related to the early extinguishment of a portion of our corporate debt and associated interest rate swaps; (ii) a \$32 million increase in selling, general and administrative expenses primarily related to increased marketing and commission expenditures, but also including \$14 million of due diligence and other costs associated with the potential acquisition of Dollar Thrifty; (iii) a \$17 million increase in interest expense on corporate debt; and (iv) a \$10 million increase in vehicle interest. The decrease in total expenses includes an adverse impact from foreign currency exchange rates of \$80 million. As a result of these items, offset by a \$48 million increase in our provision for income taxes, our net income increased by \$101 million during 2010 compared to 2009.

Our effective tax rate was a provision of 25.0% for 2010, which differed from the U.S. federal statutory rate primarily due to a benefit relating to additional tax depreciation within the Company's operations in Australia. For 2009, our effective tax rate was a benefit of 39.0%.

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Following is a more detailed discussion of the results of each of our reportable segments:

	Revenues			Adjusted EBITDA		
	2010	2009	% Change	2010	2009	% Change
Domestic Car Rental	\$3,893	\$3,967	(2)%	\$ 225	\$108	108%
International Car Rental	922	808	14%	155	126	23%
Truck Rental	367	354	4%	34	13	162%
Corporate and Other <sup>(a)</sup>	3	2	*	(30)	(42)	*
Total Company	<u>\$5,185</u>	<u>\$5,131</u>	1%	<u>384</u>	<u>205</u>	
Less: Non-vehicle related depreciation and amortization				90	96	
Interest expense related to corporate debt, net:						
Interest expense				170	153	
Early extinguishment of debt				52	-	
Impairment <sup>(b)</sup>				-	33	
Income (loss) before income taxes				<u>\$ 72</u>	<u>\$ (77)</u>	

\* Not meaningful.

<sup>(a)</sup> Includes unallocated corporate overhead and the elimination of transactions between segments. For 2010, includes \$14 million of expenses related to the potential acquisition of Dollar Thrifty, and for 2009, includes an \$18 million charge for a litigation judgment against us related to the 2002 acquisition of our Budget vehicle rental business.

<sup>(b)</sup> During 2009, we recorded impairment charges of \$33 million primarily related to our investment in Carey Holdings, Inc. ("Carey").

### **Domestic Car Rental**

Revenues decreased \$74 million (2%) in 2010 compared with 2009 primarily due to decreased car rental volumes, while Adjusted EBITDA increased \$117 million (108%), primarily due to reduced fleet costs and lower operating expenses.

The year-over-year change in revenue was comprised of a \$107 million (3%) decrease in T&M revenue and a \$33 million (4%) increase in ancillary and other revenues. The decrease in T&M revenue was principally the result of a 2% decrease in rental days, entirely in the first half of the year, and a 1% decrease in T&M revenue per day. The increase in ancillary revenue was primarily due to (i) a \$15 million increase in sales of loss damage waivers, insurance products and emergency roadside services, and fees charged to customers, (ii) a \$9 million increase in gasoline sales, which was more than offset in Adjusted EBITDA by \$13 million of higher gasoline expense, and (iii) a \$9 million increase in airport concession and vehicle licensing revenue.

Adjusted EBITDA benefited from \$147 million (13%) of decreased fleet depreciation and lease charges, reflecting a 12% decrease in per-unit fleet costs and a 1% decrease in the average size of our domestic rental fleet. We continued to achieve significant cost savings during 2010 as a result of our cost-saving initiatives, as Adjusted EBITDA also reflected a \$56 million (2%) decrease in operating expenses, including (i) a \$57 million decrease in expenses related to car rental volume including maintenance and damage, agency operator commissions, credit card fees, and other costs, and (ii) a \$26 million decrease in employee costs, rents and other expenses related primarily to reduced staffing levels and the closure of unprofitable locations. These cost decreases were partially offset by (i) a \$17 million increase in vehicle interest primarily driven by higher vehicle-backed debt balances, (ii) a \$6 million increase in selling, general and administrative expenses primarily for marketing expenditures, and (iii) a \$7 million increase in insurance related costs.

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### **International Car Rental**

Revenues and Adjusted EBITDA increased \$114 million (14%) and \$29 million (23%), respectively, in 2010 compared with 2009, primarily due to the impact of foreign currency exchange movements, increased ancillary revenues and lower fleet costs on a constant-currency basis.

The revenue increase was comprised of a \$70 million (13%) increase in T&M revenue and a \$44 million (17%) increase in ancillary and other revenues. The total increase in revenue includes a \$97 million increase related to foreign currency exchange rates, impacting T&M revenue by \$66 million and ancillary and other revenues by \$31 million, and was largely offset in Adjusted EBITDA by the impact of exchange-rate movements on expenses of \$80 million. The increase in T&M revenue was principally driven by a 13% increase in T&M revenue per rental day (1% excluding exchange-rate effects), while rental days remained essentially unchanged.

Adjusted EBITDA reflected a \$67 million (13%) increase in operating expenses and an \$18 million (10%) increase in fleet depreciation and lease charges, primarily due to foreign-exchange effects. Our per-unit fleet costs decreased 1% excluding the impact of currency exchange rates, and the average size of our international rental fleet remained essentially unchanged.

### **Truck Rental**

Revenues and Adjusted EBITDA increased \$13 million (4%) and \$21 million, respectively, in 2010 compared with 2009.

T&M revenue increased \$13 million as a result of a 5% increase in rental days, primarily from increased commercial volume, while T&M revenue per day remained unchanged. Adjusted EBITDA benefited from the increase in revenue and a \$15 million (17%) decline in fleet depreciation, interest and lease charges, reflecting a 10% decline in per-unit fleet costs and an 8% decline in our average truck rental fleet.

### **Corporate and Other**

Revenues and Adjusted EBITDA increased \$1 million and \$12 million, in 2010 compared with 2009.

Adjusted EBITDA increased primarily due to the absence of expenses recorded in 2009 for (i) an \$18 million charge related to a litigation judgment against us related to the 2002 acquisition of our Budget vehicle rental business and (ii) the Company's share of Carey's 2009 operating results. Adjusted EBITDA in 2010 reflected \$14 million of expenses associated with the potential acquisition of Dollar Thrifty.

### **Year Ended December 31, 2009 vs. Year Ended December 31, 2008**

Our consolidated results of operations comprised the following:

	<b>Year Ended December 31,</b>		<b>Change</b>
	<b>2009</b>	<b>2008</b>	
Net revenues	\$ 5,131	\$ 5,984	\$ (853)
Total expenses	5,208	7,327	(2,119)
Loss before income taxes	(77)	(1,343)	1,266
Benefit from income taxes	(30)	(219)	189
Net loss	<u>\$ (47)</u>	<u>\$ (1,124)</u>	<u>\$ 1,077</u>

In 2009, our net revenues decreased \$853 million (14%) principally due to (i) a 15% decrease in T&M revenue in our car rental operations, resulting primarily from a 20% decrease in domestic and international car rental days, partially offset by a 6% increase in T&M revenue per rental day, and (ii) a 14% decrease in ancillary revenues,

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also resulting from decreased car rental days. In addition, the total revenue decrease includes a negative impact of \$58 million related to the effect of foreign currency exchange rate fluctuations on the translation of our international operations' results into U.S. dollars.

Total expenses decreased \$2,119 million (29%) principally due to (i) a \$1,229 million (97%) decrease in impairment charges, (ii) a \$511 million (16%) decrease in direct operating expenses largely resulting from the 20% decrease in car rental days, reduced staffing levels and other cost-saving actions, (iii) \$272 million (16%) lower vehicle depreciation and lease charges resulting from a 19% decline in our average car rental fleet, partially offset by a 3% increase in per-unit fleet costs, and (iv) a \$104 million (16%) decrease in selling, general and administrative expenses mainly related to reduced marketing and commission costs in light of lower rental volumes. The decrease in total expenses includes a positive impact from foreign currency exchange rates of \$42 million and also reflects numerous actions taken in late 2008 and throughout 2009 to reduce both volume-related and non-volume-related expenses. As a result of our expense reductions, partially offset by a \$189 million decrease in our benefit from income taxes, net loss decreased \$1,077 million during 2009 compared to 2008.

Our effective tax rate was a benefit of 39.0% and 16.3% for 2009 and 2008, respectively. The tax benefit for 2009 included a foreign investment allowance relating to additional tax depreciation in Australia. The unusually low rate for 2008 was primarily due to the non-deductible portion of the impairment charges we incurred.

Following is a more detailed discussion of the results of each of our reportable segments:

	Revenues			Adjusted EBITDA		
	2009	2008	% Change	2009	2008	% Change
Domestic Car Rental	\$3,967	\$4,695	(16)%	\$108	\$ 12	*
International Car Rental	808	904	(11)%	126	141	(11)%
Truck Rental	354	382	(7)%	13	(4)	*
Corporate and Other <sup>(a)</sup>	2	3	*	(42)	(13)	*
Total Company	<u>\$5,131</u>	<u>\$5,984</u>	(14)%	205	136	
Less: Non-vehicle related depreciation and amortization				96	88	
Interest expense related to corporate debt, net				153	129	
Impairment <sup>(b)</sup>				33	1,262	
Loss before income taxes				<u>\$ (77)</u>	<u>\$ (1,343)</u>	

<sup>(\*)</sup> Not meaningful.

<sup>(a)</sup> Includes unallocated corporate overhead and the elimination of transactions between segments.

<sup>(b)</sup> In 2009, we recorded impairment charges of \$33 million primarily related to our investment in Carey, recorded in Corporate and Other. In 2008, we recorded a charge of \$1,262 million for the impairment of goodwill, our tradenames asset and our investment in Carey. Domestic Car Rental recorded \$882 million of the charge, International Car Rental recorded \$275 million, Truck Rental recorded \$87 million and Corporate and Other recorded \$18 million.

### **Domestic Car Rental**

Revenues decreased \$728 million (16%) in 2009 compared with 2008 primarily due to decreased demand for car rental services, while Adjusted EBITDA increased \$96 million due to our actions to significantly reduce costs and increase prices.

The revenue decrease of \$728 million was comprised of a \$563 million (15%) decrease in T&M revenue and a \$165 million (16%) decrease in ancillary revenues. The decrease in T&M revenue was principally the result of a 21% decrease in rental days, partially offset by a 7% year-over-year increase in T&M revenue per rental day.



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The \$165 million decrease in ancillary revenues was also primarily due to the decline in rental days and reflected (i) an \$80 million decrease in gasoline sales, which was more than offset in Adjusted EBITDA by \$137 million of decreased gasoline expense, (ii) a \$44 million decrease in airport concession and vehicle licensing revenues, which was partially offset by \$32 million lower airport concession and vehicle licensing fees remitted to airport and other regulatory authorities, and (iii) a \$41 million decrease in counter sales of insurance, GPS rentals and other items (although revenues per transaction increased year-over-year).

We aggressively reduced costs during 2009 in response to the sharp decline in demand. Adjusted EBITDA reflected a \$425 million (16%) decrease in operating expenses, including (i) a \$218 million decrease in maintenance and damage, agency operator commissions, shuttling, credit card fees, and other costs amid lower rental volumes, (ii) a \$90 million decrease in selling, general and administrative expenses related to decreases in marketing and commission expenditures, most of which are volume-related, and other items due primarily to management's actions to reduce expenditures, (iii) an \$80 million decrease in employee costs, rents and other expenses related primarily to reduced staffing levels and the closure of unprofitable locations, (iv) a \$15 million decrease in insurance related costs, primarily due to the 21% decrease in rental days, (v) a \$12 million decrease in vehicle interest related to lower fleet levels, and (vi) a \$7 million decrease in restructuring costs. Adjusted EBITDA also benefited from \$231 million (16%) of decreased fleet depreciation and lease charges reflecting a 20% decrease in the average size of our domestic rental fleet and a 5% increase in per-unit fleet costs.

### ***International Car Rental***

Revenues and Adjusted EBITDA decreased \$96 million (11%) and \$15 million (11%), respectively, in 2009 compared with 2008, primarily due to the impact of foreign currency exchange rate movements and lower demand for car rentals.

The revenue decrease of \$96 million was comprised of a \$72 million (12%) decrease in T&M revenue and a \$24 million (9%) decrease in ancillary revenues. The total decline in revenue includes a \$58 million decrease related to foreign currency exchange rates, impacting T&M revenue by \$41 million and ancillary revenues by \$17 million, and was largely offset in Adjusted EBITDA by the opposite impact of foreign exchange on expenses of \$42 million. The decrease in T&M revenue was principally driven by (i) a 2% decrease in T&M revenue per rental day, all of which was due to the 7% negative impact of movements in foreign currency exchange rates, and (ii) a 9% decrease in rental days. The \$25 million decrease in ancillary revenues was primarily due to the decline in rental days and reflected (i) a \$15 million decrease in counter sales of insurance, GPS rentals and other items, and (ii) a \$9 million decrease in gasoline sales, which was completely offset in Adjusted EBITDA by lower gasoline costs.

Adjusted EBITDA reflects a \$42 million (10%) decrease in operating expenses, including (i) a \$29 million decrease in agency operator commissions, maintenance and damage, vehicle licensing, credit card fees and other costs amid lower rental volumes, (ii) a \$7 million decrease in vehicle interest related to lower fleet levels, (iii) a \$6 million decrease in selling, general and administrative expenses related primarily to decreased marketing and commission expenditures, and (iv) a \$1 million decrease in restructuring costs year-over-year. Adjusted EBITDA also benefited from a \$27 million decrease in fleet depreciation and lease charges, reflecting a 10% reduction in the average size of our international rental fleet and a 3% decrease in per-unit fleet costs.

### ***Truck Rental***

Revenues decreased \$28 million (7%) while Adjusted EBITDA increased \$17 million in 2009 compared with 2008.

The revenue decrease was primarily due to a decline of \$23 million (8%) in T&M revenue and a \$5 million (6%) decrease in ancillary revenues. The decrease in T&M revenue was principally driven by a 7% decrease in rental days and a 1% decrease in T&M revenue per rental day in 2009 compared with 2008. The unfavorable effect of decreased revenue on Adjusted EBITDA was offset by (i) a decrease of \$24 million (8%) in operating

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expenses primarily due to lower volume-related expenses and reduced employee costs related to lower staffing levels and (ii) \$21 million (19%) less fleet depreciation, interest and lease charges, reflecting lower per-unit fleet costs and a 3% decrease in the average size of our truck rental fleet.

### **Corporate and Other**

Revenue and Adjusted EBITDA declined \$1 million and \$29 million, respectively, in 2009 compared with 2008.

Adjusted EBITDA decreased primarily due to (i) an \$18 million charge recorded during third quarter 2009 related to a judgment against us related to the 2002 acquisition of our Budget vehicle rental business and (ii) an \$11 million loss representing the Company's share of Carey's 2009 operating results.

## **FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES**

We present separately the financial data of our vehicle programs. These programs are distinct from our other activities as the assets under vehicle programs are generally funded through the issuance of debt that is collateralized by such assets. The income generated by these assets is used, in part, to repay the principal and interest associated with the debt. Cash inflows and outflows relating to the generation or acquisition of such assets and the principal debt repayment or financing of such assets are classified as activities of our vehicle programs. We believe it is appropriate to segregate the financial data of our vehicle programs because, ultimately, the source of repayment of such debt is the realization of such assets.

### **FINANCIAL CONDITION**

	<b>As of December 31,</b>		<b>Change</b>
	<b>2010</b>	<b>2009</b>	
Total assets exclusive of assets under vehicle programs	\$ 3,462	\$ 3,571	\$ (109)
Total liabilities exclusive of liabilities under vehicle programs	3,962	4,033	(71)
Assets under vehicle programs	6,865	6,522	343
Liabilities under vehicle programs	5,955	5,838	117
Stockholders' equity	410	222	188

Total assets exclusive of assets under vehicle programs decreased \$109 million principally due to a \$569 million decrease in other current assets primarily related to a \$608 million reduction in receivables due from Realogy and Wyndham primarily related to the conclusion of the Internal Revenue Services ("IRS") audit with respect to its examination of the Company's taxable years 2003 through 2006, the year of the Cendant Separation, for which we were entitled to indemnification by Realogy and Wyndham. The decrease was partially offset by a \$429 million increase in cash and cash equivalents (see "Liquidity and Capital Resources—Cash Flows") and a \$25 million increase in accounts receivable.

Total liabilities exclusive of liabilities under vehicle programs decreased \$71 million primarily due to a \$507 million reduction in tax liabilities principally related to the conclusion of the IRS audit, offset by a \$371 million increase in corporate debt (see "Liquidity and Capital Resources—Debt and Financing Arrangements" for a detailed account of the change in our corporate debt) and a \$58 million increase in accounts payable.

Assets under vehicle programs increased \$343 million mainly due to a \$455 million increase in our net vehicles, related primarily to an increase in our domestic car rental fleet, and a \$62 million increase in our investment in Avis Budget Rental Car Funding (AESOP) LLC due to mark-to-market gains on derivatives, offset by a \$153 million decrease in our program cash mainly due to the repayment of certain term notes reaching maturity during the year.

Liabilities under vehicle programs increased \$117 million reflecting additional borrowing in support of the increase in our domestic vehicle rental fleet. See "Liquidity and Capital Resources—Debt and Financing Arrangements" for a detailed account of the change in our debt related to vehicle programs.

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Stockholders' equity increased \$188 million primarily due to net income of \$54 million for 2010 and a \$129 million increase in accumulated other comprehensive income primarily resulting from (i) a \$71 million increase in currency translation, (ii) \$36 million of net unrealized gains on our cash flow hedges, and (iii) the reclassification of \$24 million of unrealized losses on our interest rate swaps to earnings, primarily in connection with the extinguishment of a portion of our floating rate term loan in 2010.

## LIQUIDITY AND CAPITAL RESOURCES

### Overview

Our principal sources of liquidity are cash on hand and our ability to generate cash through operations and financing activities, as well as available funding arrangements and committed credit facilities, each of which is discussed below.

During 2010, we issued approximately \$1.1 billion in senior notes, using the proceeds to partially repay and amend the terms of our floating rate term loan, redeem some of our earlier maturing senior notes and have cash available for use toward our potential acquisition of Dollar Thrifty or to redeem additional corporate indebtedness.

### Cash Flows

#### *Year Ended December 31, 2010 vs. Year Ended December 31, 2009*

At December 31, 2010, we had \$911 million of cash on hand, an increase of \$429 million from \$482 million at December 31, 2009. The following table summarizes such increase:

	Year Ended December 31,		Change
	2010	2009	
Cash provided by (used in):			
Operating activities	\$ 1,640	\$ 1,491	\$ 149
Investing activities	(1,603)	166	(1,769)
Financing activities	380	(1,465)	1,845
Effects of exchange rate changes	12	32	(20)
Net change in cash and cash equivalents	<u>\$ 429</u>	<u>\$ 224</u>	<u>\$ 205</u>

During 2010, we generated \$149 million more cash from operating activities compared with 2009. The change principally resulted from the reimbursement from Wyndham for the use of certain of our tax attributes in connection with the conclusion of the IRS audit and improved operating results, partially offset by the termination of interest rate swaps during 2010.

We used approximately \$1.8 billion more cash in investing activities during 2010 compared with 2009. This change primarily reflects the activities of our vehicle programs, which used approximately \$1.3 billion more cash to purchase vehicles and received \$825 million less in proceeds from the disposition of vehicles. The use of cash in investing activities in 2010 reflects a more typical pattern for us, whereas the 2009 result reflects the effects of our reducing our fleet size in response to particularly weak economic conditions and demand for travel services. We anticipate that our non-rental vehicle capital expenditures will approximate \$85-95 million in 2011.

We generated approximately \$1.8 billion more cash from financing activities during 2010 compared with 2009. This change primarily reflects an approximately \$1.8 billion net increase in cash provided from our vehicle programs' financing activities due to our use of cash in financing activities in 2009 for significant debt repayment associated with reducing our fleet size in response to weak economic conditions as discussed above.

[Table of Contents](#)**Year Ended December 31, 2009 vs. Year Ended December 31, 2008**

At December 31, 2009, we had \$482 million of cash on hand, an increase of \$224 million from \$258 million at December 31, 2008. The following table summarizes such increase:

	Year Ended December 31,		Change
	2009	2008	
Cash provided by (used in):			
Operating activities	\$ 1,491	\$ 1,704	\$ (213)
Investing activities	166	(2,096)	2,262
Financing activities	(1,465)	463	(1,928)
Effects of exchange rate changes	32	(27)	59
Net change in cash and cash equivalents	<u>\$ 224</u>	<u>\$ 44</u>	<u>\$ 180</u>

In 2009, we generated \$213 million less cash from operating activities than in 2008 as a result of having a year-over-year increase in earnings before income taxes and impairment costs that was smaller than the year-over-year reduction in depreciation expense.

We used approximately \$2.3 billion less cash in investing activities during 2009 compared with 2008. This change primarily reflects the activities of our vehicle programs, which (i) used approximately \$1.8 billion less cash to purchase vehicles during the year as we strategically maintained a smaller car rental fleet and (ii) recorded a \$422 million increase in proceeds on disposition of vehicles. Additionally, we reduced spending by \$144 million related to acquisitions of vehicle rental franchises, property, plant and equipment and other items during 2009.

We generated approximately \$1.9 billion less cash from financing activities during 2009 compared to 2008. This change primarily reflects an approximately \$2.3 billion net decrease in cash provided under our vehicle programs' financing activities, primarily due to reduced vehicle-backed debt borrowings offset by \$311 million in net proceeds primarily from the issuance of our convertible notes, a warrant transaction and a convertible note hedge in 2009.

**Debt and Financing Arrangements**

At December 31, 2010, we had approximately \$7.0 billion of indebtedness (including corporate indebtedness of approximately \$2.5 billion and debt under vehicle programs of approximately \$4.5 billion).

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Corporate indebtedness consisted of:

	Maturity Date	As of December 31,		Change
		2010	2009	
Floating rate term loan <sup>(a)</sup>	April 2012	\$ -	\$ 778	\$ (778)
Floating rate term loan <sup>(a) (b)</sup>	April 2014	271	-	271
Floating rate notes <sup>(b)</sup>	May 2014	250	250	-
7 <sup>5</sup> / <sub>8</sub> % notes <sup>(c)</sup>	May 2014	200	375	(175)
3 <sup>1</sup> / <sub>2</sub> % convertible notes <sup>(d)</sup>	October 2014	345	345	-
7 <sup>3</sup> / <sub>4</sub> % notes	May 2016	375	375	-
9 <sup>5</sup> / <sub>8</sub> % notes <sup>(e)</sup>	March 2018	444	-	444
8 <sup>1</sup> / <sub>4</sub> % notes <sup>(f)</sup>	January 2019	602	-	602
		<u>2,487</u>	<u>2,123</u>	<u>364</u>
Other		15	8	7
		<u>\$ 2,502</u>	<u>\$ 2,131</u>	<u>\$ 371</u>

- <sup>(a)</sup> This floating rate term loan is part of our senior credit facilities, which also include revolving credit facilities, and are secured by pledges of all of the capital stock of our direct or indirect domestic subsidiaries and up to 66% of the capital stock of each direct foreign subsidiary, subject to certain exceptions, and liens on substantially all of our intellectual property and certain other real and personal property. In March 2010, we repaid \$451 million of outstanding indebtedness under our floating rate term loan and the term loan outstanding subsequent to such repayment was amended with \$52 million maturing in April 2012 and the balance maturing in April 2014. In October 2010, we repaid the \$52 million outstanding balance of the floating rate term loan due 2012.
- <sup>(b)</sup> As of December 31, 2010, the floating rate term loan due 2014 bears interest at the greater of three month LIBOR or 1.50% plus 425 basis points for a rate of 5.75% and the floating rate notes due 2014 bear interest at 2.79%. We use various hedging strategies, including derivative instruments, to manage a portion of the risks associated with our floating rate debt.
- <sup>(c)</sup> In December 2010, we redeemed \$175 million of our 7<sup>5</sup>/<sub>8</sub>% notes due 2014.
- <sup>(d)</sup> The 3<sup>1</sup>/<sub>2</sub>% convertible notes are convertible by the holders into approximately 21 million shares of our common stock.
- <sup>(e)</sup> In March 2010, we issued our 9<sup>5</sup>/<sub>8</sub>% notes at 98.6% of their face value for aggregate proceeds of \$444 million. Proceeds were used for the partial repayment of our floating rate term loan.
- <sup>(f)</sup> The 8<sup>1</sup>/<sub>4</sub>% notes were issued through two separate issuances of \$400 million and \$200 million, in October and November 2010, respectively, and form a single issuance. Proceeds from these debt issuances were used for the repayment of \$52 million of floating rate term loan and the redemption of \$175 million of our 7<sup>5</sup>/<sub>8</sub>% notes.

The following table summarizes the components of our debt under vehicle programs (including related party debt due to Avis Budget Rental Car Funding (AESOP) LLC ("Avis Budget Rental Car Funding")):

	As of December 31,		Change
	2010	2009	
Debt due to Avis Budget Rental Car Funding <sup>(a)</sup>	\$ 3,987	\$ 3,660	\$ 327
Budget Truck financing:			
Budget Truck Funding program <sup>(b)</sup>	244	220	24
Capital leases <sup>(c)</sup>	-	31	(31)
Other <sup>(d)</sup>	284	463	(179)
	<u>\$ 4,515</u>	<u>\$ 4,374</u>	<u>\$ 141</u>

- <sup>(a)</sup> The increase reflects increased borrowing within Domestic Car Rental operations, principally due to an increase in the size of our domestic car rental fleet.
- <sup>(b)</sup> The increase principally reflects additional borrowing used to purchase trucks previously under capital lease arrangements.

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- (c) The decrease reflects maturities of capital lease arrangements.  
 (d) The decrease primarily reflects the repayment of Canadian term notes.

The following table provides the contractual maturities for our corporate debt and our debt under vehicle programs (including related party debt due to Avis Budget Rental Car Funding) at December 31, 2010:

	<b>Corporate Debt</b>	<b>Debt under Vehicle Programs</b>
Due in 2011	\$ 8	\$ 912
Due in 2012	5	1,960
Due in 2013	5	360
Due in 2014	1,058	243
Due in 2015	2	686
Thereafter	1,424	354
	<u>\$ 2,502</u>	<u>\$ 4,515</u>

At December 31, 2010, we had approximately \$3.2 billion of available funding under our various financing arrangements (comprised of \$797 million of availability under our revolving credit facility and approximately \$2.4 billion available for use in our vehicle programs). As of December 31, 2010, the committed credit facilities available to us and/or our subsidiaries at the corporate or Avis Budget Car Rental level included:

	<b>Total Capacity</b>	<b>Outstanding Borrowings</b>	<b>Letters of Credit Issued</b>	<b>Available Capacity</b>
Revolving credit facility maturing 2011 <sup>(a) (c)</sup>	\$ 192	\$ -	\$ 62	\$ 130
Revolving credit facility maturing 2013 <sup>(b) (c)</sup>	983	-	316	667

<sup>(a)</sup> This revolving credit facility matures in April 2011 and bears interest of one month LIBOR plus 400 basis points.

<sup>(b)</sup> This revolving credit facility matures in April 2013 and bears interest of one month LIBOR plus 450 basis points.

<sup>(c)</sup> The senior credit facilities, which encompass the floating rate term loan and the revolving credit facilities, are secured by pledges of all of the capital stock of all of our direct or indirect domestic subsidiaries and up to 66% of the capital stock of each foreign subsidiary directly owned by our domestic subsidiaries, subject to certain exceptions, and liens on substantially all of our intellectual property and certain other real and personal property.

The following table presents available funding under our debt arrangements related to our vehicle programs at December 31, 2010:

	<b>Total Capacity <sup>(a)</sup></b>	<b>Outstanding Borrowings</b>	<b>Available Capacity</b>
Debt due to Avis Budget Rental Car Funding <sup>(b)</sup>	\$ 6,007	\$ 3,987	\$ 2,020
Budget Truck Funding program <sup>(c)</sup>	244	244	-
Other <sup>(d)</sup>	661	284	377
	<u>\$ 6,912</u>	<u>\$ 4,515</u>	<u>\$ 2,397</u>

<sup>(a)</sup> Capacity is subject to maintaining sufficient assets to collateralize debt.

<sup>(b)</sup> The outstanding debt is collateralized by approximately \$5.6 billion of underlying vehicles and related assets.

<sup>(c)</sup> The outstanding debt is collateralized by \$336 million of underlying vehicles and related assets.

<sup>(d)</sup> The outstanding debt is collateralized by \$981 million of underlying vehicles and related assets.

The significant terms for our outstanding debt instruments, credit facilities and available funding arrangements as of December 31, 2010 can be found in Notes 14 and 15 to our Consolidated Financial Statements.

**LIQUIDITY RISK**

Our primary liquidity needs include the payment of operating expenses, servicing of corporate and vehicle related debt and procurement of rental vehicles to be used in our operations. Our primary sources of funding are operating revenue, cash received upon sale of vehicles, borrowings under our vehicle-backed borrowing arrangements and our revolving credit facility, and other financing activities.

As we discussed above, as of December 31, 2010, we have cash and cash equivalents of \$911 million, available borrowing capacity under our revolving credit facility of \$797 million, and available capacity under our vehicle programs of approximately \$2.4 billion. Of our cash and cash equivalents as of December 31, 2010, \$349 million is held either to repay outstanding corporate indebtedness or to help fund the potential acquisition of Dollar Thrifty.

Our liquidity position may be negatively affected by financial market disruptions or a downturn in the U.S. and worldwide economies, which may result in unfavorable conditions in the vehicle rental industry, in the asset-backed financing market, and in the credit markets generally. We believe these factors have affected and could affect the debt ratings assigned to us by credit rating agencies and the cost of our borrowings. Additionally, a downturn in the U.S. economy or a disruption in the credit markets could impact our liquidity due to (i) decreased demand and pricing for vehicles in the used vehicle market, (ii) increased costs associated with, and/or reduced capacity or increased collateral needs under, our financings, (iii) the adverse impact of vehicle manufacturers, including General Motors Company, Ford Motor Company, Chrysler Group LLC, Hyundai Motor America, or Kia Motors America, being unable or unwilling to honor its obligations to repurchase or guarantee the depreciation on the related program vehicles, (iv) disruption in our ability to obtain financing due to negative credit events specific to us or affecting the overall debt market, (v) the impact of an insolvency event or actual or potential default by any of the financial guaranty firms that have insured a portion of our outstanding vehicle-backed debt and (vi) the effect of any of Realogy, Wyndham or Travelport being unable or unwilling to honor its obligations under the Separation Agreement and the Tax Sharing Agreement. Financial guaranty firms Ambac Assurance Corporation, MBIA Insurance Corporation, and Assured Guaranty Corp. currently provide financial guaranties for approximately \$900 million (expiring in 2012), \$300 million (expiring in 2011) and \$250 million (expiring in 2012), respectively, of our domestic term asset-backed car rental financing. Certain insolvency events by these financial guarantors would result in principal of the related financings being required to be repaid sooner than anticipated.

Our liquidity position also may be negatively affected if we are unable to remain in compliance with the financial and other covenants associated with our senior credit facilities and other borrowings. The financial covenants of our senior credit facilities include maximum leverage and minimum coverage ratio requirements. As of December 31, 2010, we were in compliance with the financial covenants in our senior credit facilities.

**Contractual Obligations**

The following table summarizes our principal future contractual obligations as of December 31, 2010:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Thereafter</u>	<u>Total</u>
Long-term debt, including current portion <sup>(a)</sup>	\$ 8	\$ 5	\$ 5	\$1,058	\$ 2	\$ 1,424	\$ 2,502
Debt under vehicle programs <sup>(b)</sup>	912	1,960	360	243	686	354	4,515
Debt interest	382	304	208	184	149	262	1,489
Operating leases <sup>(c)</sup>	397	334	265	189	133	823	2,141
Commitments to purchase vehicles <sup>(d)</sup>	4,566	-	-	-	-	-	4,566
Tax obligations <sup>(e)</sup>	-	-	-	-	-	37	37
Other purchase commitments <sup>(f)</sup>	56	22	11	4	1	-	94
	<u>\$6,321</u>	<u>\$2,625</u>	<u>\$849</u>	<u>\$1,678</u>	<u>\$971</u>	<u>\$ 2,900</u>	<u>\$15,344</u>

<sup>(a)</sup> Consists primarily of the Company's approximately \$1.9 billion of fixed and floating rate senior notes, \$271 million floating rate term loan and \$345 million of convertible senior notes.

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- (b) Represents debt including related party debt due to Avis Budget Rental Car Funding (see Note 15 to our Consolidated Financial Statements) which was issued to support the purchase of vehicles.
- (c) Operating lease obligations are presented net of sublease rentals to be received (see Note 16 to our Consolidated Financial Statements).
- (d) Represents commitments to purchase vehicles, the majority of which are from Ford Motor Company, General Motors Company and Chrysler Group LLC. These commitments are generally subject to the vehicle manufacturers satisfying their obligations under the repurchase and guaranteed depreciation agreements. The purchase of such vehicles is generally financed through financings under vehicle programs in addition to cash received upon the sale of vehicles, many of which were purchased under repurchase and guaranteed depreciation programs (see Note 16 to our Consolidated Financial Statements).
- (e) Primarily represents income tax uncertainties, the majority of which are subject to indemnification by Realogy and Wyndham. We are unable to estimate the period in which cash payments related to these income tax uncertainties are expected to be paid.
- (f) Primarily represents commitments under service contracts for information technology and telecommunications and marketing agreements with travel service companies.

For more information regarding guarantees and indemnifications, see Note 16 to our Consolidated Financial Statements.

## **ACCOUNTING POLICIES**

### ***Critical Accounting Policies***

In presenting our financial statements in conformity with generally accepted accounting principles, we are required to make estimates and assumptions that affect the amounts reported therein. Several of the estimates and assumptions we are required to make relate to matters that are inherently uncertain as they pertain to future events and/or events that are outside of our control. If there is a significant unfavorable change to current conditions, it could result in a material adverse impact to our consolidated results of operations, financial position and liquidity. We believe that the estimates and assumptions we used when preparing our financial statements were the most appropriate at that time. Presented below are those accounting policies that we believe require subjective and complex judgments that could potentially affect reported results. However, our businesses operate in environments where we are paid a fee for a service performed, and therefore the results of the majority of our recurring operations are recorded in our financial statements using accounting policies that are not particularly subjective, nor complex.

*Goodwill and Other Indefinite-lived Intangible Assets.* We have reviewed the carrying value of our goodwill and other indefinite-lived intangible assets for impairment. In performing this review, we are required to make an assessment of fair value for our goodwill and other indefinite-lived intangible assets. When determining fair value, we utilize various consistent assumptions, including the fair market trading price of our common stock and management's projections of future cash flows. A change in these underlying assumptions will cause a change in the results of the tests and, as such, could cause the fair value to be less than the respective carrying amount. In such event, we would then be required to record a charge, which would impact earnings. We review the carrying value of goodwill and other indefinite-lived intangible assets for impairment annually, or more frequently if circumstances indicate impairment may have occurred.

Our goodwill and other indefinite-lived intangible assets are allocated among three reporting units. During 2010 and 2009, there was no impairment of goodwill or other intangible assets. In 2008, a \$1,244 million charge was recorded to reflect the impairment of goodwill and the impairment of our tradenames assets. These charges reflect the decline in their fair value below their carrying value, primarily as a result of reduced market valuations for vehicle services and other companies, as well as reduced profit forecasts due to soft economic conditions and increased financing costs. Domestic Car Rental operations recorded \$882 million and International Car Rental recorded \$275 million, for goodwill and tradename impairment, and Truck Rental recorded \$87 million for goodwill impairment.



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*Vehicles.* We present vehicles at cost, net of accumulated depreciation, on the Consolidated Balance Sheets. We record the initial cost of the vehicle net of incentives and allowances from manufacturers. We acquire our rental vehicles either through repurchase and guaranteed depreciation programs with certain automobile manufacturers or outside of such programs. For rental vehicles purchased under such programs, we depreciate the vehicles such that the net book value on the date of sale or return to the manufacturers is intended to equal the contractual guaranteed residual values. For vehicles acquired outside of manufacturer repurchase and guaranteed depreciation programs, we depreciate based on the vehicles' estimated residual market values and their expected dates of disposition. See Note 2 to our Consolidated Financial Statements.

*Income Taxes.* We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We record net deferred tax assets to the extent we believe these assets will more likely than not be realized. In making such determination, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies and recent results of operations. In the event we were to determine that we would be able to realize deferred income tax assets in the future in excess of their net recorded amount, we would make an adjustment to the valuation allowance which would reduce the provision for income taxes. Currently we do not record valuation allowances on the majority of our tax loss carryforwards as there are adequate deferred tax liabilities that could be realized within the carryforward period.

We are subject to income taxes in the United States and numerous foreign jurisdictions. Significant judgment is required to determine our worldwide provision for income taxes and to record the related assets and liabilities. In the ordinary course of business, there are many transactions and calculations where the ultimate tax determination is uncertain. Pursuant to the Tax Sharing Agreement entered into in connection with the Separation and the Separation Agreement, we are entitled to indemnification for non-Avis Budget Car Rental tax contingencies for taxable periods prior to and including the Separation.

The rules governing taxation are complex and subject to varying interpretations. Therefore, our tax accruals reflect a series of complex judgments about future events and rely heavily on estimates and assumptions. Although we believe the estimates and assumptions supporting our tax accruals are reasonable, the potential result of an audit or litigation related to tax could include a range of outcomes, and could result in tax liabilities for the Company that are materially different than those reflected in the Consolidated Financial Statements.

See Notes 2 and 8 to our Consolidated Financial Statements for more information regarding income taxes.

*Financial Instruments.* We estimate fair values for each of our financial instruments, including derivative instruments. Most of these financial instruments are not publicly traded on an organized exchange. In the absence of quoted market prices, we must develop an estimate of fair value using dealer quotes, present value cash flow models, option pricing models or other valuation methods, as appropriate. The use of these fair value techniques involves significant judgments and assumptions, including estimates of future interest rate levels based on interest rate yield curves, credit spreads of the Company and counterparties, volatility factors, and an estimation of the timing of future cash flows. The use of different assumptions may have a material effect on the estimated fair value amounts recorded in the financial statements, which are disclosed in Note 20 to our Consolidated Financial Statements. In addition, hedge accounting requires that, at the beginning of each hedge period, we justify an expectation that the relationship between the changes in fair value of derivatives designated as hedges compared to changes in the fair value of the underlying hedged items will be highly effective. This effectiveness assessment, which is performed at least quarterly, involves an estimation of changes in fair value resulting from

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changes in interest rates, as well as the probability of the occurrence of transactions for cash flow hedges. The use of different assumptions and changing market conditions may impact the results of the effectiveness assessment and ultimately the timing of when changes in derivative fair values and the underlying hedged items are recorded in earnings. See “Item 7A. Quantitative and Qualitative Disclosures about Market Risk” for a discussion of the effect of hypothetical changes to these assumptions.

*Public Liability, Property Damage and Other Insurance Liabilities.* Insurance liabilities on our Consolidated Balance Sheets include supplemental liability insurance, personal effects protection insurance, public liability, property damage and personal accident insurance claims for which we are self-insured. We estimate the required liability of such claims on an undiscounted basis utilizing an actuarial method that is based upon various assumptions which include, but are not limited to, our historical loss experience and projected loss development factors. The required liability is also subject to adjustment in the future based upon changes in claims experience, including changes in the number of incidents and changes in the ultimate cost per incident.

### **Adoption of New Accounting Pronouncements**

During 2010, we adopted the following standards as a result of the issuance of new accounting pronouncements:

- ASU No. 2009-16, “Accounting for Transfers of Financial Assets”
- ASU No. 2009-17, “Accounting by Enterprises Involved with Variable Interest Entities”
- ASU No. 2010-09, “Subsequent Events – Amendments to Certain Recognition and Disclosure Requirements”
- ASU No. 2010-06, “Fair Value Measurements and Disclosures”, except for certain disclosure requirements that were adopted on January 1, 2011, as required

We will adopt the following recently issued accounting pronouncements as required:

- ASU No. 2010-28, “When to Perform Step 2 of the Goodwill Impairment Test for Reporting Units with Zero or Negative Carrying Amounts”
- ASU No. 2010-29, “Disclosure of Supplementary Pro Forma Information for Business Combinations”

For detailed information regarding these pronouncements and the impact thereof on our business, see Notes 1 and 2 to our Consolidated Financial Statements.

### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to a variety of market risks, including changes in foreign currency exchange rates, interest rates and gasoline prices. We manage our exposure to market risks through our regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments, particularly swap contracts, futures and options contracts, to manage and reduce the interest rate risk related to our debt; foreign currency forwards to manage and reduce foreign currency exchange rate risk; and derivative commodity instruments to manage and reduce the risk of changing unleaded gasoline prices.

We are exclusively an end user of these instruments. We do not engage in trading, market-making or other speculative activities in the derivatives markets. We manage our exposure to counterparty credit risk related to our use of derivatives through specific minimum credit standards, diversification of counterparties, and procedures to monitor concentrations of credit risk. Our counterparties are substantial investment and commercial banks with significant experience providing such derivative instruments.

Our total market risk is influenced by a wide variety of factors including the volatility present within the markets and the liquidity of the markets. There are certain limitations inherent in the sensitivity analyses presented. These “shock tests” are constrained by several factors, including the necessity to conduct the analysis based on a single

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point in time and the inability to include the complex market reactions that normally would arise from the market shifts modeled. For additional information regarding our long term borrowings and financial instruments, see Notes 14, 15 and 20 to our Consolidated Financial Statements.

### ***Foreign Currency Risk Management***

We have foreign currency rate exposure to exchange rate fluctuations worldwide and particularly with respect to the Australian dollar, Canadian dollar and the New Zealand dollar. We use foreign currency forward contracts and foreign currency swaps to manage foreign exchange risk that arises from certain intercompany transactions and from non-functional currency denominated assets and liabilities and earnings denominated in non-U.S. dollar currencies. Our foreign currency forward contracts are often not designated as hedges and therefore changes in the fair value of these derivatives are recognized in earnings as they occur. We anticipate that such foreign currency exchange rate risk will remain a market risk exposure for the foreseeable future.

We assess our market risk based on changes in foreign currency exchange rates utilizing a sensitivity analysis. The sensitivity analysis measures the potential impact on earnings, cash flows and fair values based on a hypothetical 10% appreciation or depreciation in the value of the underlying currencies being hedged, against the U.S. dollar at December 31, 2010. With all other variables held constant, a hypothetical 10% change (increase or decrease) in foreign currency exchange rates would not have a material impact on our earnings at December 31, 2010. Because unrealized gains or losses related to foreign currency forward and swap contracts are expected to be offset by corresponding gains or losses on the underlying exposures being hedged, when combined, these foreign currency contracts and the offsetting underlying commitments do not create a material impact to our consolidated financial statements.

### ***Interest Rate Risk Management***

Our primary interest rate exposure at December 31, 2010 was interest rate fluctuations in the United States, specifically LIBOR and commercial paper interest rates due to their impact on variable rate borrowings and other interest rate sensitive liabilities. We use interest rate swaps and caps to manage our exposure to interest rate movements. We anticipate that LIBOR and commercial paper rates will remain a primary market risk exposure for the foreseeable future.

We assess our market risk based on changes in interest rates utilizing a sensitivity analysis. Based on our interest rate derivatives as of December 31, 2010, we estimate that a 10% change in interest rates would not have a material impact on our earnings. Because gains or losses related to interest rate derivatives are expected to be offset by corresponding gains or losses on the underlying exposures being hedged, when combined, these interest rate contracts and the offsetting underlying commitments do not create a material impact to our consolidated financial statements.

### ***Commodity Risk Management***

We have commodity price exposure related to fluctuations in the price of unleaded gasoline. We anticipate that such commodity risk will remain a market risk exposure for the foreseeable future. We determined that a hypothetical 10% change in the price of unleaded gasoline, would not have a material impact on our earnings at December 31, 2010.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

See Consolidated Financial Statements and Consolidated Financial Statement Index commencing on Page F-1 hereof.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

- (a) *Disclosure Controls and Procedures.* Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, our disclosure controls and procedures are effective.
- (b) *Management’s Annual Report on Internal Control over Financial Reporting.* Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2010. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control—Integrated Framework*. Based on this assessment, our management believes that, as of December 31, 2010, our internal control over financial reporting is effective. Our independent registered public accounting firm has issued an attestation report on the effectiveness of the Company’s internal control over financial reporting, which is included below.
- (c) *Changes in Internal Control Over Financial Reporting.* There have not been any changes in the Company’s internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the Company’s fiscal fourth quarter 2010 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Avis Budget Group, Inc.  
Parsippany, New Jersey

We have audited the internal control over financial reporting of Avis Budget Group, Inc. and subsidiaries (the “Company”) as of December 31, 2010, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management’s Annual Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2010, based on the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedule as of and for the year ended December 31, 2010 of the Company and our report dated February 24, 2011 expressed an unqualified opinion on those financial statements and financial statement schedule.

/s/ DELOITTE & TOUCHE LLP  
New York, New York  
February 24, 2011

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**ITEM 9B. OTHER INFORMATION**

None.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information contained in the Company's Annual Proxy Statement under the sections titled "Board of Directors", "Executive Officers" and "Section 16(a) Beneficial Ownership Reporting Compliance" is incorporated herein by reference in response to this item.

**ITEM 11. EXECUTIVE COMPENSATION**

The information contained in the Company's Annual Proxy Statement under the section titled "Executive Compensation" is incorporated herein by reference in response to this item.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information contained in the Company's Annual Proxy Statement under the section titled "Security Ownership of Certain Beneficial Owners" is incorporated herein by reference in response to this item.

Information concerning our equity compensation plans is included in Part II of this report under the caption "Securities Authorized For Issuance Under Equity Compensation Plans".

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information contained in the Company's Annual Proxy Statement under the section titled "Certain Relationships and Related Transactions" and "Board of Directors" is incorporated herein by reference in response to this item.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information contained in the Company's Annual Proxy Statement under the section titled "Ratification of Appointment of Auditors" is incorporated herein by reference in response to this item.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

**ITEM 15(A)(1) FINANCIAL STATEMENTS**

See Consolidated Financial Statements and Consolidated Financial Statements Index commencing on page F-1 hereof.

**ITEM 15(A)(2) FINANCIAL STATEMENT SCHEDULES**

See Schedule II—Valuation and Qualifying Account for the years ended December 31, 2010, 2009, and 2008 commencing on page G-1 hereof.

**ITEM 15(A)(3) EXHIBITS**

See Exhibit Index commencing on page H-1 hereof.



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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Avis Budget Group, Inc.  
Parsippany, New Jersey

We have audited the accompanying consolidated balance sheets of Avis Budget Group, Inc. and subsidiaries (the “Company”) as of December 31, 2010 and 2009, and the related consolidated statements of operations, stockholders’ equity, and cash flows for each of the three years in the period ended December 31, 2010. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and financial statement schedule are the responsibility of the Company’s management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2010 and 2009, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2010, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of December 31, 2010, based on the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 24, 2011 expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ DELOITTE & TOUCHE LLP  
New York, New York  
February 24, 2011

**Avis Budget Group, Inc.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(In millions, except per share data)**

	<b>Year Ended December 31,</b>		
	<b><u>2010</u></b>	<b><u>2009</u></b>	<b><u>2008</u></b>
<b>Revenues</b>			
Vehicle rental	\$3,882	\$3,906	\$ 4,564
Other	1,303	1,225	1,420
Net revenues	<u>5,185</u>	<u>5,131</u>	<u>5,984</u>
<b>Expenses</b>			
Operating	2,616	2,636	3,147
Vehicle depreciation and lease charges, net	1,287	1,425	1,697
Selling, general and administrative	583	551	655
Vehicle interest, net	304	294	321
Non-vehicle related depreciation and amortization	90	96	88
Interest expense related to corporate debt, net:			
Interest expense	170	153	129
Early extinguishment of debt	52	-	-
Restructuring charges	11	20	28
Impairment	-	33	1,262
Total expenses	<u>5,113</u>	<u>5,208</u>	<u>7,327</u>
<b>Income (loss) before income taxes</b>	72	(77)	(1,343)
Provision for (benefit from) income taxes	18	(30)	(219)
<b>Net income (loss)</b>	<u>\$ 54</u>	<u>\$ (47)</u>	<u>\$(1,124)</u>
<b>Earnings (loss) per share</b>			
Basic	\$ 0.53	\$ (0.46)	\$(11.04)
Diluted	\$ 0.49	\$ (0.46)	\$(11.04)

See Notes to Consolidated Financial Statements.

**Avis Budget Group, Inc.**  
**CONSOLIDATED BALANCE SHEETS**  
**(In millions, except share data)**

	<b>December 31,</b>	
	<b>2010</b>	<b>2009</b>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 911	\$ 482
Receivables (net of allowance for doubtful accounts of \$16 and \$14)	315	290
Deferred income taxes	130	107
Other current assets	282	851
Total current assets	<u>1,638</u>	<u>1,730</u>
Property and equipment, net	425	442
Deferred income taxes	587	597
Goodwill	76	76
Other intangibles, net	481	478
Other non-current assets	255	248
Total assets exclusive of assets under vehicle programs	<u>3,462</u>	<u>3,571</u>
Assets under vehicle programs:		
Program cash	4	157
Vehicles, net	6,422	5,967
Receivables from vehicle manufacturers and other	149	170
Investment in Avis Budget Rental Car Funding (AESOP) LLC—related party	290	228
	<u>6,865</u>	<u>6,522</u>
<b>Total assets</b>	<u><u>\$10,327</u></u>	<u><u>\$10,093</u></u>
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable and other current liabilities	\$ 925	\$ 1,272
Current portion of long-term debt	8	12
Total current liabilities	<u>933</u>	<u>1,284</u>
Long-term debt	2,494	2,119
Other non-current liabilities	535	630
Total liabilities exclusive of liabilities under vehicle programs	<u>3,962</u>	<u>4,033</u>
Liabilities under vehicle programs:		
Debt	528	714
Debt due to Avis Budget Rental Car Funding (AESOP) LLC—related party	3,987	3,660
Deferred income taxes	1,333	1,267
Other	107	197
	<u>5,955</u>	<u>5,838</u>
Commitments and contingencies (Note 16)		
Stockholders' equity:		
Preferred stock, \$.01 par value—authorized 10 million shares; none issued and outstanding	-	-
Common stock, \$.01 par value—authorized 250 million shares; issued 136,982,068 and 136,931,540 shares	1	1
Additional paid-in capital	8,828	9,098
Accumulated deficit	(2,637)	(2,691)
Accumulated other comprehensive income (loss)	92	(37)
Treasury stock, at cost—33,247,139 and 34,612,016 shares	(5,874)	(6,149)
Total stockholders' equity	<u>410</u>	<u>222</u>
<b>Total liabilities and stockholders' equity</b>	<u><u>\$10,327</u></u>	<u><u>\$10,093</u></u>

See Notes to Consolidated Financial Statements.

**Avis Budget Group, Inc.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In millions)

	<b>Year Ended December 31,</b>		
	<b>2010</b>	<b>2009</b>	<b>2008</b>
<b>Operating activities</b>			
Net income (loss)	\$ 54	\$ (47)	\$(1,124)
Adjustments to reconcile net income (loss) to net cash provided by operating activities exclusive of vehicle programs:			
Non-vehicle related depreciation and amortization	90	96	88
Deferred income taxes	(20)	(60)	(241)
Impairment	-	33	1,262
Net change in assets and liabilities, excluding the impact of acquisitions and dispositions:			
Receivables	(20)	52	50
Income taxes	(104)	10	7
Accounts payable and other current liabilities	108	(19)	(40)
Reimbursement from Realogy and Wyndham for taxes paid	114	-	-
Reimbursement from Wyndham for tax attributes	89	-	-
Other, net	52	35	63
<b>Net cash provided by operating activities exclusive of vehicle programs</b>	<b>363</b>	<b>100</b>	<b>65</b>
<i>Vehicle programs:</i>			
Vehicle depreciation	1,277	1,391	1,639
	1,277	1,391	1,639
<b>Net cash provided by operating activities</b>	<b>1,640</b>	<b>1,491</b>	<b>1,704</b>
<b>Investing activities</b>			
Property and equipment additions	(61)	(39)	(83)
Proceeds received on asset sales	14	14	17
Net assets acquired (net of cash acquired) and acquisition-related payments	(2)	-	(88)
Other, net	(6)	-	(17)
<b>Net cash used in investing activities exclusive of vehicle programs</b>	<b>(55)</b>	<b>(25)</b>	<b>(171)</b>
<i>Vehicle programs:</i>			
Decrease (increase) in program cash	162	(145)	(11)
Investment in vehicles	(8,031)	(6,775)	(8,608)
Proceeds received on disposition of vehicles	6,319	7,144	6,722
Investment in debt securities of Avis Budget Rental Car Funding (AESOP)—related party	(570)	-	-
Proceeds from debt securities of Avis Budget Rental Car Funding (AESOP)—related party	570	-	-
Other, net	2	(33)	(28)
	(1,548)	191	(1,925)
<b>Net cash provided by (used in) investing activities</b>	<b>(1,603)</b>	<b>166</b>	<b>(2,096)</b>

**Avis Budget Group, Inc.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)**  
**(In millions)**

	<b>Year Ended December 31,</b>		
	<b>2010</b>	<b>2009</b>	<b>2008</b>
<b>Financing activities</b>			
Proceeds from borrowings	1,046	445	-
Principal payments on borrowings	(688)	(111)	(10)
Proceeds from warrant issuance	-	62	-
Purchase of call options	-	(95)	-
Repurchases of common stock	-	-	(33)
Debt financing fees	(46)	(11)	(29)
Other, net	10	(2)	1
<b>Net cash provided by (used in) financing activities exclusive of vehicle programs</b>	<b>322</b>	<b>288</b>	<b>(71)</b>
<i>Vehicle programs:</i>			
Proceeds from borrowings	9,355	7,527	8,476
Principal payments on borrowings	(9,152)	(9,147)	(8,060)
Net change in short-term borrowings	(110)	(107)	152
Debt financing fees	(35)	(26)	(34)
	<u>58</u>	<u>(1,753)</u>	<u>534</u>
<b>Net cash provided by (used in) financing activities</b>	<b>380</b>	<b>(1,465)</b>	<b>463</b>
Effect of changes in exchange rates on cash and cash equivalents	12	32	(27)
Net increase in cash and cash equivalents	429	224	44
Cash and cash equivalents, beginning of period	482	258	214
<b>Cash and cash equivalents, end of period</b>	<b>\$ 911</b>	<b>\$ 482</b>	<b>\$ 258</b>
<b>Supplemental Disclosure</b>			
Interest payments	\$ 483	\$ 461	\$ 468
Income tax payments, net	\$ 142	\$ 20	\$ 15

See Notes to Consolidated Financial Statements.

**Avis Budget Group, Inc.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(In millions)

	<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Income (Loss)</u>	<u>Treasury Stock</u>		<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>				<u>Shares</u>	<u>Amount</u>	
<b>Balance at January 1, 2008</b>	136.7	\$ 1	\$ 9,320	\$ (1,520)	\$ 32	(32.7)	\$ (6,368)	\$ 1,465
<b>Comprehensive loss:</b>								
Net loss	-	-	-	(1,124)	-	-	-	-
Currency translation adjustment	-	-	-	-	(110)	-	-	-
Unrealized losses on cash flow hedges, net of tax of \$56	-	-	-	-	(86)	-	-	-
Pension liability adjustment, net of tax of \$20	-	-	-	-	(30)	-	-	-
<b>Total comprehensive loss</b>								(1,350)
Net activity related to restricted stock units	0.1	-	(94)	-	-	0.4	105	11
Exercise of stock options	-	-	(1)	-	-	-	1	-
Repurchases of common stock	-	-	-	-	-	(2.9)	(33)	(33)
Activity related to employee stock purchase plan	-	-	(27)	-	-	0.2	28	1
Post-separation dividend adjustment	-	-	(3)	-	-	-	-	(3)
Other	-	-	2	-	-	-	-	2
<b>Balance at December 31, 2008</b>	136.8	\$ 1	\$ 9,197	\$ (2,644)	\$ (194)	(35.0)	\$ (6,267)	\$ 93
<b>Comprehensive income:</b>								
Net loss	-	-	-	(47)	-	-	-	-
Currency translation adjustment	-	-	-	-	104	-	-	-
Unrealized gains on cash flow hedges, net of tax of \$(28)	-	-	-	-	43	-	-	-
Pension liability adjustment, net of tax of \$(7)	-	-	-	-	10	-	-	-
<b>Total comprehensive income</b>								110
Issuance of warrants	-	-	62	-	-	-	-	62
Purchase of call options, net of tax of \$36	-	-	(59)	-	-	-	-	(59)
Net activity related to restricted stock units	0.1	-	(101)	-	-	0.4	115	14
Activity related to employee stock purchase plan	-	-	(3)	-	-	-	3	-
Post-separation dividend adjustment	-	-	1	-	-	-	-	1
Other	-	-	1	-	-	-	-	1
<b>Balance at December 31, 2009</b>	136.9	\$ 1	\$ 9,098	\$ (2,691)	\$ (37)	(34.6)	\$ (6,149)	\$ 222

**Avis Budget Group, Inc.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(In millions)

	<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Income (Loss)</u>	<u>Treasury Stock</u>		<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>				<u>Shares</u>	<u>Amount</u>	
<b>Balance at January 1, 2010</b>	136.9	\$ 1	\$ 9,098	\$ (2,691)	\$ (37)	(34.6)	\$ (6,149)	\$ 222
<b>Comprehensive income:</b>								
Net income	-	-	-	54	-	-	-	-
Currency translation adjustment	-	-	-	-	71	-	-	-
Unrealized gains on cash flow hedges, net of tax of \$(24)	-	-	-	-	36	-	-	-
Reclassification of unrealized losses on cash flow hedges, net of tax benefit of \$(16)	-	-	-	-	24	-	-	-
Pension liability adjustment, net of tax benefit of \$1	-	-	-	-	(2)	-	-	-
<b>Total comprehensive income</b>								183
Net activity related to restricted stock units	0.1	-	(88)	-	-	0.4	101	13
Exercise of stock options	-	-	(166)	-	-	1.0	174	8
Reallocation of deferred taxes	-	-	(16)	-	-	-	-	(16)
Post-separation dividend adjustment	-	-	(1)	-	-	-	-	(1)
Other	-	-	1	-	-	-	-	1
<b>Balance at December 31, 2010</b>	<u>137.0</u>	<u>\$ 1</u>	<u>\$ 8,828</u>	<u>\$ (2,637)</u>	<u>\$ 92</u>	<u>(33.2)</u>	<u>\$ (5,874)</u>	<u>\$ 410</u>

See Notes to Consolidated Financial Statements.

**Avis Budget Group, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unless otherwise noted, all dollar amounts are in millions, except per share amounts)**

**1. Basis of Presentation**

Avis Budget Group, Inc. provides car and truck rentals and ancillary services to businesses and consumers in the United States and internationally. The accompanying Consolidated Financial Statements include the accounts and transactions of Avis Budget Group, Inc. and its subsidiaries (“Avis Budget”), as well as entities in which Avis Budget directly or indirectly has a controlling financial interest (collectively, the “Company”).

The Company operates in the following business segments:

- **Domestic Car Rental**—provides car rentals and ancillary products and services in the United States.
- **International Car Rental**—provides vehicle rentals and ancillary products and services primarily in Argentina, Australia, Canada, New Zealand, Puerto Rico and the U.S. Virgin Islands.
- **Truck Rental**—provides truck rentals and related services to consumers and light commercial users in the United States.

In presenting the Consolidated Financial Statements in accordance with accounting principles generally accepted in the United States, management makes estimates and assumptions that affect the amounts reported and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates.

*Vehicle Programs.* The Company presents separately the financial data of its vehicle programs. These programs are distinct from the Company’s other activities since the assets under vehicle programs are generally funded through the issuance of debt that is collateralized by such assets. The income generated by these assets is used, in part, to repay the principal and interest associated with the debt. Cash inflows and outflows relating to the generation or acquisition of such assets and the principal debt repayment or financing of such assets are classified as activities of the Company’s vehicle programs. The Company believes it is appropriate to segregate the financial data of its vehicle programs because, ultimately, the source of repayment of such debt is the realization of such assets.

*Separation.* In July 2006, the Company, then known as Cendant Corporation, was separated into four independent companies (the “Separation”):

- **Realogy Corporation**—encompasses the Company’s former real estate services segment.
- **Wyndham Worldwide Corporation**—encompasses the Company’s former Hospitality Services and Timeshare Resorts segments.
- **Travelport, Inc.**—encompasses the Company’s former Travel Distribution Services segment.
- **Avis Budget Group, Inc.**—encompasses the Company’s vehicle rental operations.

Pursuant to the Separation and Distribution Agreement (“Separation Agreement”) among the separating companies and a related Tax Sharing Agreement, Realogy, Wyndham and Travelport have agreed to assume and retain all of the liabilities primarily related to each of their respective businesses and operations, including litigation primarily related to each of their businesses where the Company is a named party. Realogy and Wyndham have also agreed to assume certain contingent and other corporate liabilities of the



Company or its subsidiaries incurred prior to the disposition of Travelport (see Note 8—Income Taxes and Note 16—Commitments and Contingencies).

## 2. Summary of Significant Accounting Policies

### *Accounting Principles*

The Company's Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

### *Principles of Consolidation*

The Consolidated Financial Statements include the accounts of Avis Budget and all entities in which the Company has a direct or indirect controlling financial interest and variable interest entities ("VIEs") where the Company is determined to be the primary beneficiary. The Company is deemed to be the primary beneficiary if it has (i) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance and (ii) the obligation to absorb the losses (or the right to receive the benefits) of the VIE that could potentially be significant to the VIE. Intercompany transactions have been eliminated in consolidation.

### *Use of Estimates and Assumptions*

The use of estimates and assumptions as determined by management is required in the preparation of the Consolidated Financial Statements in conformity with GAAP. These estimates are based on management's evaluation of historical trends and other information available when the Consolidated Financial Statements are prepared. Changes in estimates are recognized in accordance with the accounting rules for the estimate. Actual results could differ from those estimates.

### *Revenue Recognition*

The Company derives revenue through the operation and licensing of the Avis and Budget rental systems, providing vehicle rentals and other services to business and leisure travelers and others. Other revenue includes rentals of GPS navigational units, sales of loss damage waivers and insurance products, fuel and fuel service charges, and other items. Revenue is recognized when persuasive evidence of an arrangement exists, the services have been rendered to customers, the pricing is fixed or determinable and collection is reasonably assured.

Vehicle rental and rental-related revenue is recognized over the period the vehicle is rented. Licensing revenue principally consists of royalties paid by the Company's licensees and is recorded as the licensees' revenue is earned (generally over the rental period of a vehicle). Revenue and expenses associated with gasoline, vehicle licensing and airport concessions are recorded on a gross basis within revenue and operating expenses.

### *Foreign Currency Translation*

Assets and liabilities of foreign operations are translated at the rate of exchange in effect on the balance sheet date; income and expenses are translated at the weighted average rate of exchange prevailing during the year. The related translation adjustments are reflected in "Accumulated other comprehensive income (loss)" in the stockholders' equity section of the Consolidated Balance Sheets. The accumulated foreign currency translation adjustment as of December 31, 2010 and December 31, 2009 was \$182 million and \$111 million, respectively. Foreign currency gains and losses resulting from transactions are included in earnings.

**Cash and Cash Equivalents**

The Company considers highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

**Property and Equipment**

Property and equipment (including leasehold improvements) are stated at cost, net of accumulated depreciation and amortization. Depreciation (non-vehicle related) is computed utilizing the straight-line method over the estimated useful lives of the related assets. Amortization of leasehold improvements is computed utilizing the straight-line method over the estimated benefit period of the related assets, which may not exceed 20 years, or the lease term, if shorter. Useful lives are as follows:

Buildings	30 years
Furniture, fixtures & equipment	3 to 10 years
Capitalized software	3 to 7 years
Buses and support vehicles	4 to 15 years

The Company capitalizes the costs of software developed for internal use when the preliminary project stage is completed and management (i) commits to funding the project and (ii) believes it is probable that the project will be completed and the software will be used to perform the function intended. The software developed or obtained for internal use is amortized on a straight-line basis commencing when such software is ready for its intended use. The net carrying value of software developed or obtained for internal use was \$73 million and \$84 million as of December 31, 2010 and 2009, respectively.

**Goodwill and Other Intangible Assets**

Goodwill represents the excess of the cost of an acquired entity over the fair values assigned to the tangible assets acquired, the identifiable intangible assets that are required to be valued and reported and the liabilities assumed. The Company does not amortize goodwill, but tests it at least annually for recoverability. Other intangible assets, primarily trademarks, with indefinite lives are not amortized but are evaluated annually for impairment. Other intangible assets with finite lives are amortized over their remaining useful lives.

**Impairment of Long-Lived Assets**

The Company is required to assess goodwill and other indefinite-lived intangible assets for impairment annually, or more frequently if circumstances indicate impairment may have occurred. The Company performs its annual impairment assessment in the fourth quarter of each year. Each of the Company's operating segments represents a reporting unit. If the carrying value of an intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.

The Company assesses goodwill for such impairment by comparing the carrying value of each reporting unit to its fair value using the present value of expected future cash flows. When available and as appropriate, comparative market multiples and other factors to corroborate the discounted cash flow results are used.

The Company also evaluates the recoverability of its other long-lived assets, including amortizable intangible assets, if circumstances indicate impairment may have occurred. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. Property and equipment is evaluated separately within each segment. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value.

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During 2010 and 2009, there was no impairment of goodwill or other intangible assets.

In 2008, the Company recorded a \$1,244 million (\$1,042 million, net of tax) charge to reflect (i) the impairment of goodwill and (ii) the impairment of the Company's tradenames asset. These charges reflect the decline in their fair value below their carrying value, primarily as a result of reduced market valuations for vehicle services and other companies, as well as reduced profit forecasts due to soft economic conditions and increased financing costs. Domestic Car Rental recorded \$882 million and International Car Rental recorded \$275 million for goodwill and tradenames impairment and Truck Rental recorded \$87 million for goodwill impairment.

### ***Program Cash***

Program cash primarily represents amounts specifically designated to purchase assets under vehicle programs and/or to repay the related debt.

### ***Vehicles***

Vehicles are stated at cost, net of accumulated depreciation. The initial cost of the vehicles is recorded net of incentives and allowances from manufacturers. The Company acquires many of its rental vehicles pursuant to repurchase and guaranteed depreciation programs established by automobile manufacturers. Under these programs, the manufacturers agree to repurchase vehicles at a specified price and date, or guarantee the depreciation rate for a specified period of time, subject to certain eligibility criteria (such as car condition and mileage requirements). The Company depreciates vehicles such that the net book value on the date of return to the manufacturers is intended to equal the contractual guaranteed residual values, thereby minimizing any gain or loss. The Company records additional vehicle depreciation expense, which totaled \$23 million for the year ended December 31, 2010, for any expected reduction in the contractual guaranteed residual values due to excessive wear or damages.

Rental vehicles acquired outside of manufacturer repurchase and guaranteed depreciation programs are depreciated based upon their estimated residual values at their expected dates of disposition, after giving effect to anticipated conditions in the used car market which are reviewed on a continuous basis.

For 2010, 2009 and 2008, rental vehicles were depreciated at rates ranging from 5% to 35% per annum. Upon disposal of the vehicles, depreciation expense is adjusted for any difference between the net sales proceeds and the remaining book value. Vehicle-related interest expense amounts are net of vehicle-related interest income of \$11 million, \$15 million and \$7 million for 2010, 2009 and 2008, respectively.

In 2008, the Company increased the assumed service lives of its model year 2004 and later diesel trucks and model year 2005 and later gas trucks, to better reflect the projected hold period of these vehicles. This extension of service lives reflects the Company's expectation that it will purchase and dispose of fewer trucks each year than previously projected, thereby lengthening average hold periods for its trucks. This change will also affect the value the Company realizes upon disposition of trucks. The change in estimate, effective as of October 1, 2008, was accounted for prospectively and resulted in a decrease in depreciation expense of approximately \$4 million, and decreased net loss by approximately \$3 million (\$0.02 per diluted share), for the year ended December 31, 2008.

### ***Advertising Expenses***

Advertising costs are expensed in the period incurred. Advertising expenses, recorded within selling, general and administrative expense on our Consolidated Statements of Operations, include radio, television, "yellow pages" and other advertising, travel partner rewards programs, internet advertising and other promotions and were approximately \$66 million, \$87 million and \$106 million in 2010, 2009 and 2008, respectively.

### ***Taxes***

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The Company records net deferred tax assets to the extent it believes that it is more likely than not that these assets will be realized. In making such determination, the Company considers all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies and recent results of operations. In the event the Company were to determine that it would be able to realize the deferred income tax assets in the future in excess of their net recorded amount, the Company would adjust the valuation allowance, which would reduce the provision for income taxes.

The Company reports revenues net of any tax assessed by a governmental authority that is both imposed on and concurrent with a specific revenue-producing transaction between a seller and a customer.

### ***Fair Value Measurements***

The Company measures its assets and liabilities at fair value on acquisition and revalues its derivative assets and liabilities on a recurring basis. Financial assets and liabilities are classified as follows: Level 1, which refers to assets and liabilities valued using quoted prices from active markets for identical assets or liabilities; Level 2, which refers to assets and liabilities for which significant other observable market inputs are readily available; and Level 3, which are valued based on significant unobservable inputs.

### ***Derivative Instruments***

Derivative instruments are used as part of the Company's overall strategy to manage exposure to market risks associated with fluctuations in foreign currency exchange rates, interest rates and gasoline costs. As a matter of policy, derivatives are not used for trading or speculative purposes.

All derivatives are recorded at fair value either as assets or liabilities. Changes in fair value of derivatives not designated as hedging instruments are recognized currently in earnings within the same line item as the hedged item (principally vehicle interest, net). The effective portion of changes in fair value of derivatives designated as cash flow hedging instruments is recorded as a component of other comprehensive income. The ineffective portion is recognized currently in earnings within the same line item as the hedged item, including vehicle interest, net or interest related to corporate debt, net, based upon the nature of the hedged item. Amounts included in other comprehensive income are reclassified into earnings in the same period during which the hedged item affects earnings. Generally, all amounts related to our derivative instruments are recognized in the Consolidated Statements of Cash Flows consistent with the nature of the hedged item (principally operating activities).

During 2010, 2009 and 2008, the Company did not utilize fair value hedges.

### ***Investments***

The Company determines the appropriate classification of its investments in debt and equity securities at the time of purchase and reevaluates such determination at each balance sheet date. The Company's non-marketable preferred stock investments are accounted for at cost plus accretion. Common stock

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investments in affiliates over which the Company has the ability to exercise significant influence but not a controlling interest are carried on the equity method of accounting. Available-for-sale securities are carried at current fair value with unrealized gains or losses reported net of taxes as a separate component of stockholders' equity. Trading securities are recorded at fair value with realized and unrealized gains and losses reported currently in earnings.

In 2007, the Company acquired an investment in Carey Holdings, Inc. ("Carey"). In 2008, the Company recorded an \$18 million charge (\$11 million, net of tax), for impairment of its investment in Carey to reflect the other-than-temporary decline in the investment's fair value below its carrying value. In 2009, Carey received a notice of default related to its primary debt agreements and entered into discussions to restructure the terms of the agreements. The Company recorded a \$33 million charge (\$20 million, net of tax) for impairment of its investment in Carey, to reflect the other-than-temporary decline of the investment's fair value below its carrying value, based on cash flow estimates, reducing the carrying value of the investment in Carey to zero.

Aggregate realized gains and losses on investments and dividend income are recorded within other revenues on the Consolidated Statements of Operations. There were no net realized gains or losses in 2010, 2009 and 2008.

### ***Self-Insurance Reserves***

The Consolidated Balance Sheets include \$305 million and \$308 million of liabilities with respect to self-insured public liability and property damage as of December 31, 2010 and 2009, respectively. Such liabilities relate to supplemental liability insurance, personal effects protection insurance, public liability, property damage and personal accident insurance claims for which the Company is self-insured. These obligations represent an estimate for both reported claims not yet paid and claims incurred but not yet reported. The Company estimates the required reserve for such claims on an undiscounted basis utilizing an actuarial method that is based upon various assumptions which include, but are not limited to, the Company's historical loss experience and projected loss development factors. The required liability is also subject to adjustment in the future based upon the changes in claims experience, including changes in the number of incidents and changes in the ultimate cost per incident. These amounts are included within accounts payable and other current liabilities and other non-current liabilities.

The Consolidated Balance Sheets also include liabilities of approximately \$56 million and \$65 million as of December 31, 2010 and 2009, respectively, related to health and welfare, workers' compensation and other benefits the Company provides to its employees. The Company estimates the liability required for such benefits based on actual claims outstanding and the estimated cost of claims incurred as of the balance sheet date. These amounts are included within accounts payable and other current liabilities.

### ***Adoption of New Accounting Standards During 2010***

In June 2009, the FASB issued Accounting Standards Updates ("ASU") No. 2009-16, "Accounting for Transfers of Financial Assets" ("ASU No. 2009-16"), which (i) removes the concept of a Qualifying Special Purpose Entity ("QSPE") from ASC topic 860 and eliminates the exception from applying ASC topic 810, *Consolidation*, to variable interest entities that are QSPEs, (ii) amends the accounting for transfers of financial assets and (iii) increases the related disclosures about transfers of financial assets. This guidance applies to fiscal years beginning on or after November 15, 2009 and transfers that occurred both before and after its effective date. The Company adopted this guidance on January 1, 2010, as required, and it did not have a significant impact on its financial statements.

In December 2009, the FASB issued ASU No. 2009-17, "Accounting by Enterprises Involved with Variable Interest Entities" ("ASU No. 2009-17"). ASU No. 2009-17 formally incorporates into the FASB Codification

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amendments to FASB Interpretation No. 46(R) made by Statement of Financial Accounting Standards (“SFAS”) No. 167 to require that a comprehensive qualitative analysis be performed to determine whether a holder of variable interests in a variable interest entity also has a controlling financial interest in that entity. In addition, the amendments require that the same type of analysis be applied to entities that were previously designated as qualifying special-purpose entities. This guidance applies prospectively for fiscal years beginning on or after November 15, 2009. The Company adopted this guidance on January 1, 2010, as required, and it did not have a significant impact on its financial statements.

In January 2010, the FASB issued ASU No. 2010-6, “Fair Value Measurements and Disclosures” (“ASU No. 2010-6”). ASU No. 2010-6 will expand the level of fair value disclosures by an entity, requiring information to be provided about movements of assets between levels 1 and 2, a reconciliation of purchases, sales, issuance and settlements for all level 3 instruments and fair value measurement disclosures for each class of assets and liabilities. The Company adopted the guidance on January 1, 2010, as required, except for the disclosures about purchases, sales, issuances and settlements for level 3 instruments and fair value measurements, which were adopted on January 1, 2011, as required, and it did not have, and is not expected to have, a significant impact on its financial statements.

In February 2010, the FASB issued ASU No. 2010-09, “Subsequent Events – Amendments to Certain Recognition and Disclosure Requirements”. The Company adopted this guidance upon its issuance, as required, and it did not have a significant impact on its financial statements.

### **Recently Issued Accounting Pronouncements**

The provisions of the following new accounting pronouncements were adopted on January 1, 2011 and did not have a significant impact on our financial statements:

- (i) An amendment to the procedure for performing step 1 of the goodwill impairment test.
- (ii) An amendment to the disclosure requirements for supplementary pro forma information for business combinations.

### **3. Earnings Per Share**

The following table sets forth the computation of basic and diluted earnings per share (“EPS”):

	Year Ended December 31,		
	2010	2009	2008
Net income (loss) for basic EPS	\$ 54	\$ (47)	\$ (1,124)
Convertible debt interest, net of tax	7	-	-
Net income (loss) for diluted EPS	<u>\$ 61</u>	<u>\$ (47)</u>	<u>\$ (1,124)</u>
Basic weighted average shares outstanding	103.1	102.2	101.9
Options, warrants and non-vested stock	2.4	-	-
Convertible debt	21.2	-	-
Diluted weighted average shares outstanding <sup>(a)</sup>	<u>126.7</u>	<u>102.2</u>	<u>101.9</u>
<i>Earnings (loss) per share:</i>			
Basic	\$ 0.53	\$ (0.46)	\$ (11.04)
Diluted	\$ 0.49	\$ (0.46)	\$ (11.04)

<sup>(a)</sup> As the Company incurred a net loss in 2009 and 2008, all outstanding stock options, restricted stock units, stock warrants and issuable shares underlying the convertible notes issued in 2009, have an anti-dilutive effect and therefore are excluded from the computation of diluted weighted average shares outstanding. Accordingly, basic and diluted weighted average shares outstanding are equal for such periods.

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The following table summarizes the Company's outstanding common stock equivalents that were anti-dilutive and therefore excluded from the computation of diluted EPS:

	Year Ended December 31,		
	2010	2009	2008
Options <sup>(a)(b)</sup>	1.4	7.2	5.0
Warrants <sup>(c)</sup>	21.2	21.2	-
Shares underlying 3 1/2% Convertible Senior Notes due 2014	-	21.2	-

<sup>(a)</sup> The weighted average exercise price for anti-dilutive options for 2010 was \$23.28.

<sup>(b)</sup> Represents all outstanding stock options for 2009 and 2008.

<sup>(c)</sup> Represents all outstanding warrants for 2010, 2009 and 2008. The exercise price for the warrants issued in 2009 was \$22.50.

#### 4. Restructuring Charges

Beginning in late 2008, the Company implemented strategic initiatives within the Company's Domestic Car Rental, International Car Rental and Truck Rental segments, as part of a five-point cost-reduction and efficiency improvement plan, to reduce costs, enhance organizational efficiency and consolidate and rationalize existing processes and facilities. During the years ended December 31, 2010, 2009 and 2008, as part of this process, the Company formally communicated the termination of employment to approximately 1,350, 1,750 and 2,300 employees, respectively, within its operating segments. The Company recorded restructuring charges in connection with these initiatives of \$11 million in 2010, \$20 million in 2009 and \$28 million in 2008. The majority of these restructuring charges have been settled in cash. These charges primarily represent costs associated with the closure and consolidation of certain back-office administrative facilities and severance, outplacement services and other costs associated with employee terminations. As of December 31, 2010, the Company had terminated substantially all these employees.

As of December 31, 2010, the remaining liability relating to these restructuring actions amounted to approximately \$6 million, primarily for lease obligation costs and other items related to vacated locations which are expected to be paid through 2015. The Company has substantially completed its activities under this plan.

As of January 1, 2008, the Company had \$2 million of liabilities related to pre-2008 restructuring activities.

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The following tables summarize changes to our restructuring-related liabilities and identifies within which of the Company's segments the restructuring charges and corresponding payments and utilizations are recorded:

	<b>Personnel Related</b>	<b>Facility Related<sup>(b)</sup></b>	<b>Asset Impairments</b>	<b>Total</b>
Balance as of January 1, 2008	\$ -	\$ 2	\$ -	\$ 2
Restructuring charge	23	4	1	28
Cash payment/utilization	(13)	(1)	-	(14)
Balance as of December 31, 2008	10	5	1	16
Restructuring charge	11	6	3	20
Cash payment/utilization	(20)	(7)	(4)	(31)
Balance as of December 31, 2009	1	4	-	5
Restructuring charge	4	7	-	11
Cash payment/utilization	(5)	(5)	-	(10)
Balance as of December 31, 2010	<u>\$ -</u>	<u>\$ 6</u>	<u>\$ -</u>	<u>\$ 6</u>

	<b>Domestic Car Rental</b>	<b>International Car Rental</b>	<b>Truck Rental</b>	<b>Total</b>
Balance as of January 1, 2008	\$ -	\$ -	\$ 2	\$ 2
Restructuring charge <sup>(a)</sup>	23	3	2	28
Cash payment/utilization	(11)	(1)	(2)	(14)
Balance as of December 31, 2008	12	2	2	16
Restructuring charge <sup>(a)</sup>	16	2	2	20
Cash payment/utilization	(25)	(3)	(3)	(31)
Balance as of December 31, 2009	3	1	1	5
Restructuring charge <sup>(a)</sup>	11	-	-	11
Cash payment/utilization	(8)	(1)	(1)	(10)
Balance as of December 31, 2010 <sup>(b)</sup>	<u>\$ 6</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6</u>

<sup>(a)</sup> The restructuring charge primarily represents severance benefits resulting from reductions in staff and the closure of certain facilities.

<sup>(b)</sup> At December 31, 2010, the remaining liability relates primarily to required minimum lease payments.

## 5. Licensing Activities

Revenues from licensing, which are recorded within other revenues on the accompanying Consolidated Statements of Operations, amounted to \$46 million, \$43 million and \$40 million during 2010, 2009 and 2008, respectively. The Company renews licensee agreements in the normal course of business and occasionally terminates, purchases or sells licensee agreements. In connection with ongoing fees the Company receives from its licensees pursuant to the license agreements, the Company is required to provide certain services, such as training, marketing and the operation of reservation systems.



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**6. Intangible Assets**

Intangible assets consisted of:

	As of December 31, 2010			As of December 31, 2009		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
<i>Amortized Intangible Assets</i>						
License agreements <sup>(a)</sup>	\$ 73	\$ 24	\$ 49	\$ 73	\$ 22	\$ 51
Customer lists <sup>(b)</sup>	19	10	9	19	9	10
Other <sup>(c)</sup>	2	1	1	2	1	1
	<u>\$ 94</u>	<u>\$ 35</u>	<u>\$ 59</u>	<u>\$ 94</u>	<u>\$ 32</u>	<u>\$ 62</u>
<i>Unamortized Intangible Assets</i>						
Goodwill	\$ 76			\$ 76		
Trademarks <sup>(d)</sup>	\$ 422			\$ 416		

- <sup>(a)</sup> Primarily amortized over a period ranging from 25 to 40 years.  
<sup>(b)</sup> Primarily amortized over 20 years.  
<sup>(c)</sup> Primarily amortized over 27 years.  
<sup>(d)</sup> The increase in trademarks is primarily due to fluctuations in foreign currency.

Amortization expense relating to all intangible assets was as follows:

	Year Ended December 31,		
	2010	2009	2008
License agreements	\$ 2	\$ 2	\$ 2
Customer lists	1	1	1
Total	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 3</u>

Based on the Company's amortizable intangible assets at December 31, 2010, the Company expects related amortization expense to approximate \$3 million for each of the five succeeding fiscal years.

The carrying amounts of goodwill and related charges are as follows:

	Domestic Car Rental	International Car Rental	Truck Rental	Total Company
Gross goodwill as of January 1, 2009	\$ 1,355	\$ 595	\$ 243	\$ 2,193
Accumulated impairment losses as of January 1, 2009	(1,355)	(535)	(228)	(2,118)
Goodwill as of January 1, 2009	-	60	15	75
2009 Foreign currency translation adjustment	-	1	-	1
Goodwill as of December 31, 2009	-	61	15	76
Adjustments in 2010	-	-	-	-
Goodwill as of December 31, 2010	<u>\$ -</u>	<u>\$ 61</u>	<u>\$ 15</u>	<u>\$ 76</u>

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## 7. Vehicle Rental Activities

The components of vehicles, net within assets under vehicle programs are as follows:

	As of December 31,	
	2010	2009
Rental vehicles	\$ 7,007	\$ 6,090
Less: Accumulated depreciation	(1,135)	(945)
	5,872	5,145
Vehicles held for sale	550	822
Vehicles, net	<u>\$ 6,422</u>	<u>\$ 5,967</u>

The components of vehicle depreciation and lease charges, net are summarized below:

	Year Ended December 31,		
	2010	2009	2008
Depreciation expense	\$ 1,277	\$ 1,391	\$ 1,639
Lease charges	34	64	51
(Gain) loss on sale of vehicles, net and cost of vehicle disposition	(24)	(30)	7
Vehicle depreciation and lease charges, net	<u>\$ 1,287</u>	<u>\$ 1,425</u>	<u>\$ 1,697</u>

During 2010, 2009 and 2008, vehicle interest, net on the accompanying Consolidated Statements of Operations excludes \$178 million, \$157 million and \$136 million, respectively, of interest expense related to the Company's convertible senior notes and the fixed and floating rate borrowings of the Company's Avis Budget Car Rental, LLC ("Avis Budget Car Rental") subsidiary. Such interest is recorded within interest expense related to corporate debt, net on the accompanying Consolidated Statements of Operations.

## 8. Income Taxes

The provision for (benefit from) income taxes consists of the following:

	Year Ended December 31,		
	2010	2009	2008
<b>Current</b>			
Federal	\$ -	\$ -	\$ (4)
State	2	3	10
Foreign	36	27	16
Current income tax provision	<u>38</u>	<u>30</u>	<u>22</u>
<b>Deferred</b>			
Federal	(7)	(40)	(232)
State	8	(5)	(14)
Foreign	(21)	(15)	5
Deferred income tax benefit	<u>(20)</u>	<u>(60)</u>	<u>(241)</u>
Provision for (benefit from) income taxes	<u>\$ 18</u>	<u>\$ (30)</u>	<u>\$ (219)</u>

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Pretax income (loss) for domestic and foreign operations consists of the following:

	<b>Year Ended December 31,</b>		
	<b>2010</b>	<b>2009</b>	<b>2008</b>
Domestic	\$ (17)	\$ (146)	\$ (1,404)
Foreign	89	69	61
Pretax income (loss)	<u>\$ 72</u>	<u>\$ (77)</u>	<u>\$ (1,343)</u>

Current and non-current deferred income tax assets and liabilities are comprised of the following:

	<b>As of December 31,</b>	
	<b>2010</b>	<b>2009</b>
<i>Current deferred income tax assets:</i>		
Accrued liabilities and deferred income	\$ 179	\$ 165
Provision for doubtful accounts	5	4
Acquisition and integration-related liabilities	9	-
Unrealized hedge loss	1	-
Convertible note hedge	8	8
Valuation allowance <sup>(a)</sup>	(35)	(25)
Current deferred income tax assets	<u>167</u>	<u>152</u>
<i>Current deferred income tax liabilities:</i>		
Prepaid expenses	37	38
Unrealized hedge gain	-	7
Current deferred income tax liabilities	<u>37</u>	<u>45</u>
<b>Current net deferred income tax asset</b>	<u>\$ 130</u>	<u>\$ 107</u>
<i>Non-current deferred income tax assets:</i>		
Net tax loss carryforwards	\$ 373	\$ 351
Accrued liabilities and deferred income	131	130
Depreciation and amortization	99	117
Tax credits	75	50
Convertible note hedge	21	28
Acquisition and integration-related liabilities	21	23
Unrealized hedge loss	1	15
Other	23	24
Valuation allowance <sup>(a)</sup>	(157)	(141)
<b>Non-current deferred income tax assets</b>	<u>\$ 587</u>	<u>\$ 597</u>

<sup>(a)</sup> The valuation allowance of \$192 million at December 31, 2010 relates to tax loss carryforwards, foreign tax credits and certain state deferred tax assets of \$122 million, \$53 million and \$17 million, respectively. The valuation allowance will be reduced when and if the Company determines it is more likely than not that the related deferred income tax assets will be realized.

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Deferred income tax assets and liabilities related to vehicle programs are comprised of the following:

	As of December 31,	
	2010	2009
<i>Deferred income tax assets:</i>		
Unrealized hedge loss	\$ 29	\$ 54
	<u>29</u>	<u>54</u>
<i>Deferred income tax liabilities:</i>		
Depreciation	1,362	1,321
	<u>1,362</u>	<u>1,321</u>
<b>Net deferred income tax liabilities under vehicle programs</b>	<b>\$ 1,333</b>	<b>\$ 1,267</b>

As of December 31, 2010, the Company had federal net operating loss carryforwards of approximately \$568 million (net of valuation allowances), most of which expire from 2027 through 2030. Currently the Company does not record valuation allowances on the majority of its tax loss carryforwards as there are adequate deferred tax liabilities that could be realized within the carryforward period. No provision has been made for U.S. federal deferred income taxes on approximately \$505 million of accumulated and undistributed earnings of foreign subsidiaries at December 31, 2010, since it is the present intention of management to reinvest the undistributed earnings indefinitely in those foreign operations. The determination of the amount of unrecognized U.S. federal deferred income tax liability for unremitted earnings is not practicable.

The reconciliation between the U.S. federal income tax statutory rate and the Company's effective income tax rate is as follows:

	As of December 31,		
	2010	2009	2008
Federal statutory rate	35.0%	35.0%	35.0%
Adjustments to reconcile to the effective rate:			
State and local income taxes, net of federal tax benefits	(7.0)	9.8	(0.2)
Changes in valuation allowances	15.1	(10.1)	(1.1)
Taxes on foreign operations at rates different than statutory U.S. federal rates <sup>(a)</sup>	(21.6)	16.1	0.4
Resolution of prior years' examination issues	-	2.6	(0.4)
Goodwill impairment	-	-	(17.4)
Nondeductible expenses	5.4	(13.2)	(0.6)
Other	(1.9)	(1.2)	0.6
	<u>25.0%</u>	<u>39.0%</u>	<u>16.3%</u>

<sup>(a)</sup> In 2010 and 2009, the Company realized a benefit relating to additional tax depreciation within the Company's operations in Australia.

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The following is a tabular reconciliation of the gross amount of unrecognized tax benefits for the year:

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Balance at January 1	\$ 603	\$ 601	\$ 612
Additions based on tax positions related to the current year	-	1	-
Additions for tax positions for prior years	9	6	27
Reductions for tax positions for prior years	(443)	(4)	(36)
Settlements	(129)	(1)	(2)
Balance at December 31	<u>\$ 40</u>	<u>\$ 603</u>	<u>\$ 601</u>

Substantially all of the gross amount of the unrecognized tax benefits at December 31, 2010, 2009 and 2008, if recognized, would affect the Company's provision for or, benefit from income taxes. As of December 31, 2009 and 2008, the Company's unrecognized tax benefits were offset by tax credits in the amount of \$104 million and tax loss carryforwards in the amount of \$10 million. The Company does not anticipate that total unrecognized tax benefits will change significantly in 2011.

As of December 31, 2009, the unrecognized tax benefits recorded in accounts payable and other current liabilities were \$383 million. As of December 31, 2010, 2009 and 2008, the unrecognized tax benefits in long-term income taxes payable were \$37 million, \$100 million and \$480 million, respectively, which were recorded as a component of Other non-current liabilities on the Consolidated Balance Sheets. Pursuant to the Tax Sharing Agreement entered into in connection with the Separation and the Separation Agreement, the Company is entitled to indemnification for non-Avis Budget Car Rental tax contingencies for taxable periods prior to and including the Separation. The majority of the \$37 million of unrecognized tax benefits at December 31, 2010 are non-Avis Budget Car Rental tax contingencies.

During the twelve months ended December 31, 2010, the Company reduced its liabilities for accrued interest by \$105 million and as of December 31, 2010, accrued interest was \$20 million. In the twelve months ended December 31, 2009 and 2008, the Company recorded additional liabilities of \$19 million and \$51 million, respectively, for the accrual of interest. These accruals had a minimal impact on the Company's results of operations as the Company is entitled to indemnification for a substantial portion of such liabilities and recognized corresponding receivables from Realogy and Wyndham. The Company recognizes potential interest and corresponding indemnification from Realogy and Wyndham, related to unrecognized tax benefits within interest expense related to corporate debt, net on the accompanying Consolidated Statements of Operations. Penalties incurred during the twelve months ended December 31, 2010, 2009 and 2008, were not significant and were recognized as a component of income taxes.

During 2010, the Company reached a settlement with the Internal Revenue Service ("IRS") with respect to its examination of the Company's taxable years 2003 through 2006, the year of the Separation. The Company was entitled to indemnification for most pre-separation tax matters from Realogy and Wyndham and therefore amounts due to the IRS at the conclusion of the audit did not have a material impact on the Company's financial position. The Company made payments to the IRS and state tax authorities of \$144 million, including interest, in conjunction with the conclusion of the audit, all of which were funded by Realogy and Wyndham. The Company was also reimbursed \$89 million by Wyndham for the use of certain of the Company's tax attributes in connection with the conclusion of the IRS audit. As a result of the conclusion of the audit, the Company reduced income taxes payable and related receivables from Realogy and Wyndham by approximately \$295 million, which items offset within income from discontinued operations. In addition, in connection with the conclusion of the IRS audit, a reallocation of certain deferred taxes with our former subsidiaries resulted in a \$16 million decrease to stockholders' equity. The reductions in income taxes payable and receivables from Realogy and Wyndham are reflected in accounts payable and other current liabilities, and other current assets, respectively, as of December 31, 2010.

[Table of Contents](#)**9. Other Current Assets**

Other current assets consisted of:

	As of December 31,	
	2010	2009
Prepaid expenses	\$ 140	\$ 127
Receivables from Wyndham <sup>(a)</sup>	26	249
Receivables from Realogy <sup>(a)</sup>	25	410
Other	91	65
	<u>\$ 282</u>	<u>\$ 851</u>

<sup>(a)</sup> Represents amounts due for certain contingent, tax and other corporate liabilities assumed by Realogy and Wyndham in connection with the Separation. These amounts are due from Realogy and Wyndham on demand upon the Company's settlement of the related liability. At December 31, 2010 and 2009, there are corresponding liabilities recorded within accounts payable and other current liabilities. Realogy has posted a letter of credit for the benefit of the Company to cover Realogy's performance in respect of these receivables, as more fully described under Note 16—Commitments and Contingencies. During 2010, in connection with the conclusion of the IRS audit, the Company reduced its income taxes payable and the related receivables from Realogy and Wyndham (see Note 8—Income Taxes).

**10. Property and Equipment, net**

Property and equipment, net consisted of:

	As of December 31,	
	2010	2009
Land	\$ 48	\$ 48
Buildings and leasehold improvements	412	423
Capitalized software	346	328
Furniture, fixtures and equipment	182	176
Buses and support vehicles	53	47
Projects in process	30	22
	<u>1,071</u>	<u>1,044</u>
Less: Accumulated depreciation and amortization	<u>(646)</u>	<u>(602)</u>
	<u>\$ 425</u>	<u>\$ 442</u>

Depreciation and amortization expense relating to property and equipment during 2010, 2009, and 2008 was \$87 million, \$93 million and \$85 million, respectively (including \$28 million, \$26 million and \$26 million, respectively, of amortization expense relating to capitalized computer software).

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### 11. Other Non-Current Assets

Other non-current assets consisted of:

	As of December 31,	
	2010	2009
Deferred financing costs	\$ 107	\$ 73
Receivables from Realogy <sup>(a)</sup>	80	96
Receivables from Wyndham <sup>(a)</sup>	48	60
Other	20	19
	<u>\$ 255</u>	<u>\$ 248</u>

<sup>(a)</sup> Represents amounts due for certain contingent, tax and other corporate liabilities assumed by Realogy and Wyndham in connection with the Separation. These amounts are due from Realogy and Wyndham on demand upon the Company's settlement of the related liability. At December 31, 2010 and 2009, there are corresponding liabilities recorded within other non-current liabilities. Realogy has posted a letter of credit for the benefit of the Company to cover Realogy's performance in respect of these receivables, as more fully described under Note 16—Commitments and Contingencies.

### 12. Accounts Payable and Other Current Liabilities

Accounts payable and other current liabilities consisted of:

	As of December 31,	
	2010	2009
Accounts payable	\$ 209	\$ 151
Accrued payroll and related	155	145
Public liability and property damage insurance liabilities – current	93	97
Advertising and marketing	53	44
Income taxes payable – current <sup>(a)</sup>	41	399
Disposition-related liabilities	33	62
Accrued legal settlements	32	35
Accrued interest related to tax contingencies <sup>(a)</sup>	3	89
Other	306	250
	<u>\$ 925</u>	<u>\$ 1,272</u>

<sup>(a)</sup> During 2010, the Company decreased income taxes payable and accrued interest related to tax contingencies by \$358 million and \$86 million, respectively, and decreased the related receivables from Realogy and Wyndham, due to the conclusion of the IRS audit (see Note 8—Income Taxes).

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**13. Other Non-Current Liabilities**

Other non-current liabilities consisted of:

	<b>As of December 31,</b>	
	<b>2010</b>	<b>2009</b>
Public liability and property damage insurance liabilities—non-current	\$ 212	\$ 211
Pension liability	63	58
Acquisition-related liabilities	55	57
Accrued interest related to tax contingencies	42	41
Income taxes payable—non-current <sup>(a)</sup>	37	100
Derivatives	5	39
Other	121	124
	<u>\$ 535</u>	<u>\$ 630</u>

<sup>(a)</sup> During 2010, the Company decreased income taxes payable by \$63 million and decreased the related receivables from Realogy and Wyndham, due to the conclusion of the IRS audit (see Note 8—Income Taxes).

**14. Long-term Debt and Borrowing Arrangements**

Long-term debt consisted of:

	<b>Maturity Date</b>	<b>As of December 31,</b>	
		<b>2010</b>	<b>2009</b>
Floating rate term loan <sup>(a)</sup>	April 2012	\$ -	\$ 778
Floating rate term loan <sup>(a)</sup>	April 2014	271	-
Floating rate notes	May 2014	250	250
7 <sup>5</sup> / <sub>8</sub> % notes	May 2014	200	375
3 <sup>1</sup> / <sub>2</sub> % convertible notes	October 2014	345	345
7 <sup>3</sup> / <sub>4</sub> % notes	May 2016	375	375
9 <sup>5</sup> / <sub>8</sub> % notes	March 2018	444	-
8 <sup>1</sup> / <sub>4</sub> % notes	January 2019	602	-
		<u>2,487</u>	<u>2,123</u>
Other		15	8
Total long-term debt		<u>2,502</u>	<u>2,131</u>
Less: Current portion		8	12
<b>Long-term debt</b>		<u>\$ 2,494</u>	<u>\$ 2,119</u>

<sup>(a)</sup> The floating rate term loan is part of our senior credit facilities, which include revolving credit facilities and are secured by pledges of all of the capital stock of all of the Company's direct or indirect domestic subsidiaries and up to 66% of the capital stock of each direct foreign subsidiary, subject to certain exceptions, and liens on substantially all of the Company's intellectual property and certain other real and personal property.

**AVIS BUDGET GROUP, INC. CORPORATE DEBT**

**3<sup>1</sup>/<sub>2</sub>% Convertible Senior Notes**

The Company's 3<sup>1</sup>/<sub>2</sub>% Convertible Senior Notes due 2014 (the "Convertible Notes") were issued in October 2009 at 100% of their face value for aggregate proceeds of \$345 million. The Convertible Notes are general unsecured senior obligations of the Company. The Convertible Notes are not redeemable by the Company



prior to maturity; however, they are convertible by the holders at any time prior to the second trading day before the maturity date of the Convertible Notes. The initial conversion rate for the Convertible Notes is 61.5385 shares of common stock per \$1,000 principal amount, which is equal to an initial conversion price of approximately \$16.25 per share. The Convertible Notes mature October 1, 2014.

Holders may require the Company to repurchase, for cash, all or part of the Convertible Notes upon a “fundamental change”, as defined under the indenture, at a price equal to 100% of the principal amount of the Convertible Notes being repurchased plus any accrued and unpaid interest. In addition, upon a “make-whole fundamental change”, prior to the maturity date of the Convertible Notes, the Company may, in some cases, increase the conversion rate for a holder that elects to convert its notes in connection with such make-whole fundamental change. Under these “make-whole” provisions the Company could be required to issue an additional 6.4 million shares to settle the Convertible Notes. The Company has designated 27.6 million shares (including the shares that could be issued under the “make-whole” provisions) which it can issue to settle its obligation upon conversion.

Concurrently with the issuance of the Convertible Notes, the Company purchased a convertible note hedge and entered into a warrant transaction, which effectively increased the conversion price of the Convertible Notes, from the Company’s perspective, to \$22.50 per share. The convertible note hedge is intended to reduce the net number of shares required to be issued upon conversion of the Convertible Notes. The significant terms of the convertible note hedge and warrant transactions can be found in Note 17—Stockholders’ Equity.

## **AVIS BUDGET CAR RENTAL CORPORATE DEBT**

### ***Floating Rate Term Loan***

The Company’s floating rate term loan was originally entered into in April 2006 as part of the Company’s senior credit facilities. In March 2010, the Company repaid \$451 million of the loan and the terms were amended resulting in \$52 million maturing in April 2012, which was subsequently repaid in October 2010, and the balance maturing in April 2014. The floating rate term loan bears interest at the greater of three month LIBOR or 1.50%, plus 425 basis points, for a rate of 5.75% at December 31, 2010. Quarterly installment payments of approximately \$1 million are required through January 31, 2014. The remaining principal is due at the end of the term. In 2009, the Company repaid \$9 million of outstanding principal under the floating rate term loan pursuant to quarterly installment payment requirements.

### ***Floating Rate Senior Notes***

The Company’s Floating Rate Senior Notes were issued in April 2006 at 100% of their face value for aggregate proceeds of \$250 million. The interest rate on these notes is equal to three month LIBOR plus 250 basis points, for a rate of 2.79% at December 31, 2010. The floating rate notes pay interest quarterly on February 15, May 15, August 15 and November 15 of each year. The Company has the right to redeem these notes in whole or in part at any time after May 15, 2008, at the applicable scheduled redemption price, plus in each case, accrued and unpaid interest through the redemption date.

### ***7<sup>5</sup>/<sub>8</sub>% and 7<sup>3</sup>/<sub>4</sub>% Senior Notes***

The Company’s 7<sup>5</sup>/<sub>8</sub>% and 7<sup>3</sup>/<sub>4</sub>% Senior Notes were issued in April 2006 at 100% of their face value for aggregate proceeds of \$750 million. The notes pay interest semi-annually on May 15 and November 15 of each year. The Company has the right to redeem the 7<sup>5</sup>/<sub>8</sub>% and 7<sup>3</sup>/<sub>4</sub>% Senior Notes in whole or in part at any time on or after May 15, 2010 and May 15, 2011, respectively, at the applicable scheduled redemption price, plus any accrued and unpaid interest through the redemption date. During December 2010, the Company redeemed \$175 million of its 7<sup>5</sup>/<sub>8</sub>% Senior Notes due 2014 at 103.813% plus accrued and unpaid interest.

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### **9<sup>5</sup>/<sub>8</sub>% Senior Notes**

The Company's 9<sup>5</sup>/<sub>8</sub>% Senior Notes were issued in March 2010 at 98.6% of their face value for aggregate proceeds of \$444 million and are due 2018. The notes pay interest semi-annually on March 15 and September 15 of each year. The Company has the right to redeem these notes in whole or in part at any time at the applicable redemption price plus any accrued and unpaid interest through the redemption date.

### **8<sup>1</sup>/<sub>4</sub>% Senior Notes**

The Company's 8<sup>1</sup>/<sub>4</sub>% Senior Notes were issued through two separate issuances of \$400 million and \$200 million, in October and November 2010, respectively, and form a single series of debt securities. The \$400 million of notes were issued at 100% of their face value and the \$200 million of notes were issued at 101% of their face value, for aggregate proceeds of \$602 million, and are due January 2019. The notes pay interest semi-annually on January 15 and July 15 of each year. The Company has the right to redeem these notes in whole or in part at any time at the applicable redemption price plus any accrued and unpaid interest through the redemption date. In connection with the sale of the notes, the Company entered into a Registration Rights Agreement, pursuant to which it completed in February 2011 an offer to exchange the notes for new notes with terms substantially identical to those of the originally issued notes except that the transfer restrictions and registration rights provisions relating to the originally issued notes do not apply to the new notes.

The Floating Rate Senior Notes, the 7<sup>5</sup>/<sub>8</sub>% and 7<sup>3</sup>/<sub>4</sub>% Senior Notes, the 9<sup>5</sup>/<sub>8</sub>% Senior Notes and the 8<sup>1</sup>/<sub>4</sub>% Senior Notes, in each case as described above (the "Senior Notes"), are senior unsecured obligations and rank equally in right of payment with all of the Company's existing and future senior indebtedness.

### **CORPORATE GUARANTEE**

In February 2007, the Company agreed to guarantee (the "Guarantee") the payment of principal, premium, if any, and interest on the 7<sup>5</sup>/<sub>8</sub>% Senior Notes, 7<sup>3</sup>/<sub>4</sub>% Senior Notes and Floating Rate Senior Notes. The Company executed a Supplemental Indenture to provide the Guarantee in accordance with the terms and limitations of such notes and the indenture governing the notes. In consideration for providing the Guarantee, the Company received \$14 million, before fees and expenses, from certain institutional investors. The \$14 million consideration has been deferred and is being amortized over the life of the debt. As of December 31, 2010, the deferred consideration remaining to be amortized amounted to approximately \$6 million.

### **DEBT MATURITIES**

The following table provides contractual maturities of the Company's corporate debt at December 31, 2010:

<u>Year</u>	<u>Amount</u>
2011	\$ 8
2012	5
2013	5
2014	1,058
2015	2
Thereafter	1,424
	<u>\$ 2,502</u>

**COMMITTED CREDIT FACILITIES AND AVAILABLE FUNDING ARRANGEMENTS**

At December 31, 2010, the committed credit facilities available to the Company and/or its subsidiaries at the corporate or Avis Budget Car Rental level were as follows:

	<u>Total Capacity</u>	<u>Outstanding Borrowings</u>	<u>Letters of Credit Issued</u>	<u>Available Capacity</u>
Revolving credit facility maturing 2011 <sup>(a)(c)</sup>	\$ 192	\$ -	\$ 62	\$ 130
Revolving credit facility maturing 2013 <sup>(b)(c)</sup>	983	-	316	667

<sup>(a)</sup> This revolving credit facility matures in April 2011 and bears interest of one month LIBOR plus 400 basis points.

<sup>(b)</sup> This revolving credit facility matures in April 2013 and bears interest of one month LIBOR plus 450 basis points.

<sup>(c)</sup> The senior credit facilities, which encompass the floating rate term loans and the revolving credit facilities, are secured by pledges of all of the capital stock of all of the Company's direct or indirect domestic subsidiaries and up to 66% of the capital stock of each foreign subsidiary directly owned by the Company's domestic subsidiaries, subject to certain exceptions, and liens on substantially all of the Company's intellectual property and certain other real and personal property.

**DEBT COVENANTS**

The agreements governing the Company's indebtedness contain restrictive covenants, including restrictions on dividends paid to the Company by certain of its subsidiaries, the incurrence of additional indebtedness by the Company and certain of its subsidiaries, acquisitions, mergers, liquidations, and sale and leaseback transactions. The Company's senior credit facilities contain maximum leverage and minimum coverage ratio requirements. As of December 31, 2010, the Company was in compliance with the financial covenants of its senior credit facilities.

**15. Debt Under Vehicle Programs and Borrowing Arrangements**

Debt under vehicle programs (including related party debt due to Avis Budget Rental Car Funding (AESOP) LLC ("Avis Budget Rental Car Funding")) consisted of:

	<u>As of December 31,</u>	
	<u>2010</u>	<u>2009</u>
Debt due to Avis Budget Rental Car Funding <sup>(a)</sup>	\$ 3,987	\$ 3,660
Budget Truck financing:		
Budget Truck Funding program <sup>(b)</sup>	244	220
Capital leases <sup>(c)</sup>	-	31
Other <sup>(d)</sup>	284	463
	<u>\$ 4,515</u>	<u>\$ 4,374</u>

<sup>(a)</sup> The increase reflects increased borrowing within Domestic Car Rental operations due to an increase in the size of the Company's domestic car rental fleet.

<sup>(b)</sup> The increase principally reflects additional borrowing used to purchase trucks previously under capital lease arrangements.

<sup>(c)</sup> The decrease reflects maturities of capital lease arrangements.

<sup>(d)</sup> The decrease primarily reflects the repayment of Canadian term notes.

*Avis Budget Rental Car Funding (AESOP) LLC.* Avis Budget Rental Car Funding, an unconsolidated bankruptcy remote qualifying special purpose limited liability company, issues privately placed notes to investors as well as to banks and bank-sponsored conduit entities. Avis Budget Rental Car Funding uses the proceeds from its note issuances to make loans to a wholly-owned subsidiary of the Company, AESOP Leasing LP ("AESOP Leasing"), on a continuing basis. AESOP Leasing is required to use the proceeds of

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such loans to acquire or finance the acquisition of vehicles used in the Company's rental car operations. By issuing debt through the Avis Budget Rental Car Funding program, Avis Budget pays a lower rate of interest than if it had issued debt directly to third parties. Avis Budget Rental Car Funding is not consolidated, as the Company is not the "primary beneficiary" of Avis Budget Rental Car Funding. The Company determined that it is not the primary beneficiary because the Company does not have the obligation to absorb the potential losses or receive the benefits of Avis Budget Rental Car Funding's activities since the Company's only significant source of variability in the earnings, losses or cash flows of Avis Budget Rental Car Funding is exposure to its own creditworthiness, due to its loan from Avis Budget Rental Car Funding. Because Avis Budget Rental Car Funding is not consolidated, AESOP Leasing's loan obligations to Avis Budget Rental Car Funding are reflected as related party debt on the Company's Consolidated Balance Sheets. The Company also has an asset within Assets under vehicle programs on its Consolidated Balance Sheets which represents securities issued to the Company by Avis Budget Rental Car Funding. AESOP Leasing is consolidated, as the Company is the "primary beneficiary" of AESOP Leasing; as a result, the vehicles purchased by AESOP Leasing remain on the Company's Consolidated Balance Sheets. The Company determined it is the primary beneficiary of AESOP Leasing, as it has the ability to direct its activities, an obligation to absorb a majority of its expected losses and the right to receive the benefits of AESOP Leasing's activities. AESOP Leasing's vehicles and related assets, which as of December 31, 2010 approximate \$5.6 billion and many of which are subject to manufacturer repurchase and guaranteed depreciation agreements, collateralize the debt issued by Avis Budget Rental Car Funding. The assets and liabilities of AESOP Leasing are presented on the Company's Consolidated Balance Sheets within Assets under vehicle programs and Liabilities under vehicle programs, respectively. The assets of AESOP Leasing, included within Assets under vehicle programs (excluding the Investments in Avis Budget Rental Car Funding (AESOP) LLC—related party) are restricted. Such assets may be used only to repay the respective AESOP Leasing liabilities, included within Liabilities under vehicle programs, and to purchase new vehicles, although if certain collateral coverage requirements are met, AESOP Leasing may pay dividends from excess cash. The creditors of AESOP Leasing and Avis Budget Rental Car Funding have no recourse to the general credit of the Company. The Company periodically provides Avis Budget Rental Car Funding with non-contractually required support, in the form of equity and loans, to serve as additional collateral for the debt issued by Avis Budget Rental Car Funding. The Company also finances vehicles through other variable interest entities and partnerships, which are consolidated and whose assets and liabilities are included within Assets under vehicle programs and Liabilities under vehicle programs, respectively. The requirements of these entities include maintaining sufficient collateral levels and other covenants.

The business activities of Avis Budget Rental Car Funding are limited primarily to issuing indebtedness and using the proceeds thereof to make loans to AESOP Leasing for the purpose of acquiring or financing the acquisition of vehicles to be leased to the Company's rental car subsidiaries and pledging its assets to secure the indebtedness. Because Avis Budget Rental Car Funding is not consolidated by the Company, its results of operations and cash flows are not reflected within the Company's financial statements. Borrowings under the Avis Budget Rental Car Funding program primarily represent floating rate notes and had a weighted average interest rate of 3% and 2% as of December 31, 2010 and 2009, respectively. (Due to hedging transactions to reduce the Company's exposure to interest rate movements, the Company's weighted average effective interest rate related to the debt of Avis Budget Rental Car Funding was approximately 6% and 7% as of December 31, 2010 and 2009, respectively.)

During 2010, the Company established a variable funding note program with a maximum capacity of \$400 million of notes to be issued by Avis Budget Rental Car Funding to the Company to finance the purchase of vehicles. These variable funding notes pay interest of 5.5% at December 31, 2010 and mature in March 2011. As of December 31, 2010, there were no outstanding amounts due to the Company from Avis Budget Rental Car Funding under the program; however, for the year ended December 31, 2010, the Company earned interest income of \$5 million and incurred an equal amount of interest expense on these notes, which was eliminated in consolidation in the Company's financial statements. As of December 31, 2010, the Company's related interest receivable from Avis Budget Rental Car Funding was insignificant.

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*Truck financing.* The Budget Truck Funding program consists of debt facilities established by the Company to finance the acquisition of the Budget Truck rental fleet. The borrowings under the Budget Truck Funding program are collateralized by \$336 million of corresponding assets and are floating rate notes with a weighted average interest rate of 5% as of December 31, 2010 and 2009. The Company had also obtained a portion of its truck rental fleet under capital lease arrangements for which there were corresponding gross assets of \$83 million with accumulated amortization of \$42 million classified within vehicles, net on the Company's Consolidated Balance Sheets as of December 31, 2009. All of the capital lease arrangements matured in 2010. Interest paid as part of capital lease obligations was \$1 million and \$4 million during 2010 and 2009, respectively.

*Other.* Borrowings under the Company's other vehicle rental programs primarily represent amounts issued under financing facilities that provide for borrowings to support the acquisition of vehicles used in the Company's International Car Rental operations and loans to support the acquisition of certain vehicles for Domestic Car Rental operations. The debt issued is collateralized by \$981 million of vehicles and related assets and primarily represents floating rate bank loans and a commercial paper conduit facility for which the weighted average interest rate as of December 31, 2010 and 2009 was 4%.

The following table provides the contractual maturities of the Company's debt under vehicle programs (including related party debt due to Avis Budget Rental Car Funding) at December 31, 2010:

	<b>Vehicle- Backed Debt</b>
2011	\$ 912
2012	1,960
2013	360
2014	243
2015	686
Thereafter	354
	<u>\$ 4,515</u>

### **COMMITTED CREDIT FACILITIES AND AVAILABLE FUNDING ARRANGEMENTS**

As of December 31, 2010, available funding under the Company's vehicle programs (including related party debt due to Avis Budget Rental Car Funding) consisted of:

	<b>Total Capacity <sup>(a)</sup></b>	<b>Outstanding Borrowings</b>	<b>Available Capacity</b>
Debt due to Avis Budget Rental Car Funding	\$ 6,007	\$ 3,987	\$ 2,020
Budget Truck Funding program	244	244	-
Other	661	284	377
	<u>\$ 6,912</u>	<u>\$ 4,515</u>	<u>\$ 2,397</u>

<sup>(a)</sup> Capacity is subject to maintaining sufficient assets to collateralize debt.

### **DEBT COVENANTS**

Debt agreements under the Company's vehicle-backed funding programs contain restrictive covenants, including restrictions on dividends paid to the Company by certain of its subsidiaries and restrictions on indebtedness, mergers, liens, liquidations and sale and leaseback transactions and in some cases also require compliance with certain financial requirements. As of December 31, 2010, the Company is not aware of any instances of non-compliance with any of the financial or restrictive covenants contained in the debt agreements under its vehicle-backed funding programs.

## 16. Commitments and Contingencies

### *Lease Commitments*

The Company is committed to making rental payments under noncancelable operating leases covering various facilities and equipment. Many of the Company's operating leases for facilities contain renewal options. These renewal options vary, but the majority include clauses for renewal for various term lengths and prevailing market rate rents.

Future minimum lease payments required under noncancelable operating leases, including minimum concession fees charged by airport authorities which, in many locations, are recoverable from vehicle rental customers, as of December 31, 2010 are as follows:

<u>Year</u>	<u>Amount</u>
2011	\$ 397
2012	334
2013	265
2014	189
2015	133
Thereafter	823
	<u>\$ 2,141</u>

The future minimum lease payments in the above table have been reduced by minimum future sublease rental inflows in aggregate of \$12 million.

The Company maintains concession agreements with various airport authorities that allow the Company to conduct its car rental operations onsite. In general, concession fees for airport locations are based on a percentage of total commissionable revenue (as defined by each airport authority), subject to minimum annual guaranteed amounts. These concession fees are included in the Company's total rent expense and for the years ended December 31, 2010, 2009 and 2008 were as follows:

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Rent and minimum concession fees	\$473	\$493	\$477
Contingent concession expense	114	94	126
	<u>587</u>	<u>587</u>	<u>603</u>
Less: sublease rental income	(5)	(5)	(5)
Total	<u>\$582</u>	<u>\$582</u>	<u>\$598</u>

Commitments under capital leases, other than those within the Company's vehicle rental programs, for which the future minimum lease payments have been reflected in Note 15—Debt Under Vehicle Programs and Borrowing Arrangements, are not significant.

### *Contingencies*

In connection with the spin-offs of Realogy and Wyndham, the Company entered into the Separation Agreement, pursuant to which Realogy assumed 62.5% and Wyndham assumed 37.5% of certain contingent and other corporate liabilities of the Company or its subsidiaries, which are not primarily related to any of the respective businesses of Realogy, Wyndham, Travelport and/or the Company's vehicle rental operations, in each case incurred or allegedly incurred on or prior to the separation of Travelport from the Company ("Assumed Liabilities"). Realogy is entitled to receive 62.5% and Wyndham is entitled to receive 37.5% of the proceeds from certain contingent corporate assets of the Company, which are not primarily related to any

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of the respective businesses of Realogy, Wyndham, Travelport and/or the Company's vehicle rental operations, arising or accrued on or prior to the separation of Travelport from the Company ("Assumed Assets"). Additionally, if Realogy or Wyndham were to default on its payment of costs or expenses to the Company related to any Assumed Liabilities, the Company would be responsible for 50% of the defaulting party's obligation. In such event, the Company would be allowed to use the defaulting party's share of the proceeds of any Assumed Assets as a right of offset.

The Company does not believe that the impact of any unresolved proceedings constituting Assumed Liabilities should result in a material liability to the Company in relation to its consolidated financial position or liquidity, as Realogy and Wyndham each have agreed to assume responsibility for these liabilities as well as other liabilities related to the Company's litigation that are not related to its vehicle rental operations.

In April 2007, Realogy was acquired by an affiliate of Apollo Management VI, L.P. The acquisition does not affect Realogy's obligation to satisfy 62.5% of the contingent and other corporate liabilities of the Company or its subsidiaries pursuant to the terms of the Separation Agreement. As a result of the acquisition, Realogy has greater debt obligations and its ability to satisfy its portion of the contingent and other corporate liabilities may be adversely impacted. In accordance with the terms of the Separation Agreement, Realogy posted a letter of credit in April 2007 for the benefit of the Company to cover its estimated share of the Assumed Liabilities discussed above, subject to adjustment, although there can be no assurance that such letter of credit will be sufficient or effective to cover Realogy's actual obligations if and when they arise.

As a result of payments made by Realogy and Wyndham in July 2009, the judgment in respect of the litigation alleging breach of contract and fraud arising out of the acquisition of a business in 1998 ("Credentials Litigation") was satisfied. Plaintiffs petitioned the court for attorneys' fees in the amount of \$33 million and the Company had accrued liabilities of approximately \$12 million as of September 30, 2010. In December 2010, the parties settled with respect to plaintiff's petition for attorneys' fees. Pursuant to the Separation Agreement, Realogy and Wyndham have assumed all liabilities related to this litigation and paid the settlement amounts on December 31, 2010. Changes in liabilities related to such legal matters for which the Company is entitled to indemnification, and corresponding changes in the Company's indemnification assets, are shown net on the Consolidated Statements of Operations. There was no net impact to the Company's financial statements or cash balances as a result of the satisfaction of this judgment or the settlement.

In October 2009, a judgment was entered against the Company in the amount of \$16 million following the completion of a jury trial for damages related to breach of contract in the United States District Court for the District of Alaska. The lawsuit, which was filed in 2003, involved breach of contract and other claims by one of the Company's licensees related to the acquisition of its Budget vehicle rental business in 2002. The Company believes the verdict in this case is unsupported by the evidence. In addition to the judgment for damages, in June 2010, the district court also entered an order against the Company in the amount of \$3 million, in favor of the plaintiff's motions for pre-judgment interest and attorneys' fees. The Company has filed an appeal of the judgment and attorney's fees awarded with the United States Court of Appeals for the Ninth Circuit.

The Company is also named in various litigation that is primarily related to the businesses of its former subsidiaries, including Realogy, Wyndham and Travelport and their current or former subsidiaries. The Company is entitled to indemnification under the Separation Agreement from such entities for any liability resulting from such litigation. In addition to the matters discussed above, the Company is also involved in claims, legal proceedings and governmental inquiries related to its vehicle rental operations, including with respect to contract disputes, business practices including wage and hour claims, insurance claims, intellectual property claims, environmental issues and other commercial, employment and tax matters, and breach of contract claims by licensees. The Company believes that it has adequately accrued for such matters as appropriate or, for matters not requiring accrual, believes that they will not have a material adverse impact on

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its results of operations, financial position or cash flows based on information currently available. However, litigation is inherently unpredictable and, although the Company believes that its accruals are adequate and/or that it has valid defenses in these matters, unfavorable resolutions could occur, which could adversely impact the Company's results of operations or cash flows in a particular reporting period.

### ***Commitments to Purchase Vehicles***

The Company maintains agreements with vehicle manufacturers under which the Company has agreed to purchase approximately \$4.6 billion of vehicles from manufacturers over the next twelve months. The majority of these commitments are subject to the vehicle manufacturers' satisfying their obligations under the repurchase and guaranteed depreciation agreements. The purchase of such vehicles is financed primarily through the issuance of vehicle-backed debt in addition to cash received upon the sale of vehicles in the used car market and under repurchase and guaranteed depreciation programs.

### ***Other Purchase Commitments***

In the normal course of business, the Company makes various commitments to purchase goods or services from specific suppliers, including those related to capital expenditures. None of the purchase commitments made by the Company as of December 31, 2010 (aggregating approximately \$94 million) was individually significant. These purchase obligations extend through 2015.

### ***Concentrations***

Concentrations of credit risk at December 31, 2010 include (i) risks related to the Company's repurchase and guaranteed depreciation agreements with domestic and foreign car manufacturers, including General Motors Company, Ford Motor Company, Chrysler Group LLC, Hyundai Motor America and Kia Motors America, Inc., primarily with respect to receivables for program cars that have been returned to the car manufacturers and (ii) risks related to Realogy and Wyndham, including receivables of \$105 million and \$74 million, respectively, related to certain contingent, income tax and other corporate liabilities assumed by Realogy and Wyndham in connection with the Separation.

### ***Asset Retirement Obligations***

The Company maintains a liability for asset retirement obligations. An asset retirement obligation is a legal obligation to perform certain activities in connection with the retirement, disposal or abandonment of assets. The Company's asset retirement obligations, which are measured at discounted fair values, are primarily related to the removal of underground gas storage tanks at its rental facilities. Liabilities accrued for asset retirement obligations were \$18 million and \$21 million at December 31, 2010 and 2009, respectively.

### ***Standard Guarantees/Indemnifications***

In the ordinary course of business, the Company enters into numerous agreements that contain standard guarantees and indemnities whereby the Company indemnifies another party, among other things, for breaches of representations and warranties. In addition, many of these parties are also indemnified against any third-party claim resulting from the transaction that is contemplated in the underlying agreement. Such guarantees or indemnifications are granted under various agreements, including those governing (i) purchases, sales or outsourcing of assets or businesses, (ii) leases of real estate, (iii) licensing of trademarks, (iv) access to credit facilities and use of derivatives and (v) issuances of debt or equity securities. The guarantees or indemnifications issued are for the benefit of the (i) buyers in sale agreements and sellers in purchase agreements, (ii) landlords in lease contracts, (iii) licensees under licensing agreements, (iv) financial institutions in credit facility arrangements and derivative contracts and (v) underwriters and placement agents in debt or equity security issuances. While some of these guarantees extend only for the



duration of the underlying agreement, many survive the expiration of the term of the agreement or extend into perpetuity (unless subject to a legal statute of limitations). There are no specific limitations on the maximum potential amount of future payments that the Company could be required to make under these guarantees, nor is the Company able to develop an estimate of the maximum potential amount of future payments to be made under these guarantees as the triggering events are not subject to predictability. With respect to certain of the aforementioned guarantees, such as indemnifications provided to landlords against third-party claims for the use of real estate property leased by the Company, the Company maintains insurance coverage that mitigates its potential exposure.

***Other Guarantees***

The Company has provided certain guarantees to, or for the benefit of, subsidiaries of Realogy, Wyndham and Travelport which, as previously discussed, were disposed of during third quarter 2006. These guarantees relate primarily to various real estate operating leases. The maximum potential amount of future payments that the Company may be required to make under the guarantees relating to the various real estate operating leases is estimated to be approximately \$176 million. At December 31, 2010, the liability recorded by the Company in connection with these guarantees was approximately \$4 million. To the extent that the Company would be required to perform under any of these guarantees, the Company is entitled to indemnification by Realogy, Wyndham and Travelport. The Company monitors the credit ratings and other relevant information for Realogy, Wyndham and Travelport's parent company in order to assess the status of the payment/performance risk of these guarantees.

The Company has provided certain guarantees to, or for the benefit of, subsidiaries of PHH Corporation ("PHH"), which was spun-off during first quarter 2005. These guarantees relate primarily to various real estate leases. The maximum potential amount of future payments that the Company may be required to make under the guarantees relating to the various real estate leases is estimated to be approximately \$7 million. At December 31, 2010, the liability recorded by the Company in connection with these guarantees was less than \$1 million. To the extent that the Company would be required to perform under any of these guarantees, PHH has agreed to indemnify the Company.

In connection with the Company's disposition of its former Marketing Services division ("MSD"), the Company agreed to provide certain indemnifications related to, among other things, litigation matters, the substantial majority of which have been settled as of December 31, 2010. In addition, pursuant to a number of commercial arrangements entered into between certain of the Company's subsidiaries and MSD, the Company also agreed, among other things, to provide a minimum number of call transfers to certain MSD subsidiaries, as well as retaining pre-existing guarantee obligations for certain real estate operating lease obligations on behalf of certain MSD subsidiaries. The Company established a liability for the estimated fair value of these guarantees in the amount of approximately \$100 million on the sale date, which reduced the gain on the transaction recorded within discontinued operations. The residual liability as of December 31, 2010 was approximately \$7 million. The maximum potential amount of future payments to be made under these guarantees is approximately \$28 million.

Realogy and Wyndham have agreed to assume responsibility for the Company's potential liabilities relating to PHH and MSD (other than the call transfer obligation). The Company monitors the credit ratings and other relevant information for Realogy and Wyndham in order to assess the status of the payment/performance risk of these guarantees. The Company also has a letter of credit which covers Realogy's portion of these and certain other obligations.

**17. Stockholders' Equity**

***Cash Dividend Payments***

During 2010, 2009 and 2008, the Company did not pay cash dividends.

**Share Repurchases**

During 2010 and 2009, the Company did not repurchase any of its common stock.

In 2008, the Company used approximately \$33 million of available cash to repurchase approximately 2.9 million shares of Avis Budget Group common stock under its common stock repurchase program.

**Convertible Note Hedge and Warrants**

In 2009, the Company purchased a convertible note hedge for approximately \$95 million (\$59 million, net of tax), to potentially reduce the net number of shares required to be issued upon conversion of the Convertible Notes. Concurrently, the Company issued warrants for approximately \$62 million to offset the cost of the convertible note hedge.

The convertible note hedge and warrants, which will be net-share settled, cover the purchase and issuance, respectively, of approximately 21.2 million shares of common stock, subject to customary anti-dilution provisions. The initial strike price per share of the convertible note hedge and warrants is \$16.25 and \$22.50, respectively.

The convertible note hedge expires in October 2014 and is exercisable before expiration only to the extent that corresponding amounts of the Convertible Notes are exercised. The warrants expire ratably over 80 trading days beginning January 5, 2015. The convertible note hedge and warrant transactions were accounted for as capital transactions and included as a component of stockholders' equity. The significant terms of the Convertible Notes can be found in Note 14—Long-term Debt and Borrowing Arrangements.

**Accumulated Other Comprehensive Income**

The components of accumulated other comprehensive income are as follows:

	<b>Currency Translation Adjustments</b>	<b>Net Unrealized Gains (Losses) on Cash Flow Hedges <sup>(a)</sup></b>	<b>Minimum Pension Liability Adjustment</b>	<b>Accumulated Other Comprehensive Income (Loss)</b>
Balance, January 1, 2008	\$ 117	\$ (63)	\$ (22)	\$ 32
Period change	(110)	(86)	(30)	(226)
Balance, December 31, 2008	7	(149)	(52)	(194)
Period change	104	43	10	157
Balance, December 31, 2009	111	(106)	(42)	(37)
Current period change	71	60	(2)	129
Balance, December 31, 2010	<u>\$ 182</u>	<u>\$ (46)</u>	<u>\$ (44)</u>	<u>\$ 92</u>

All components of accumulated other comprehensive income (loss) are net of tax, except currency translation adjustments, which exclude income taxes related to indefinite investments in foreign subsidiaries.

<sup>(a)</sup> During 2010, the Company reclassified \$40 million (\$24 million, net of tax) of unrealized losses on certain interest rate swaps to early extinguishment of debt in connection with the repayment of a portion of the Company's floating rate term loan and the settlement of such hedges (see Note 14—Long-term Debt and Borrowing Arrangements).

During 2010, the Company recorded unrealized gains on cash flow hedges of \$60 million (\$36 million, net of tax) in accumulated other comprehensive income which primarily related to the derivatives used to manage the interest-rate risk associated with the Company's vehicle-backed debt and the Company's floating rate debt (see Note 20—Financial Instruments). Such amount in 2010 includes \$64 million (\$39 million, net of tax) of unrealized gains on cash flow hedges related to the Company's vehicle-backed debt and is offset by a corresponding increase in the Company's Investment in Avis Budget Rental Car Funding on the Consolidated Balance Sheets.

## 18. Stock-Based Compensation

The Company may grant stock options, stock appreciation rights (“SARs”), restricted shares and restricted stock units (“RSUs”) to its directors, officers, other employees and affiliates. As of December 31, 2010, the Company’s active stock-based compensation plan consists of the amended 2007 Equity and Incentive Plan, under which the Company is authorized to grant up to 12.5 million shares of its common stock and approximately 5 million shares were available for future grants. The Company may settle employee stock option exercises with either treasury shares or shares purchased on the open market. The Company typically issues shares related to vested RSUs from treasury shares.

The Company applies the direct method and tax law ordering approach to calculate the tax effects of stock-based compensation. In jurisdictions with net operating loss carryforwards, tax deductions for exercises of stock-based awards did not generate a cash benefit. Approximately \$32 million of tax benefits will be recorded in additional paid-in capital when realized in these jurisdictions.

### *Stock Options*

Following the spin-offs of Realogy and Wyndham, all previously outstanding and unvested stock options vested and converted into stock options of Avis Budget, Realogy and Wyndham. During first quarter 2010, the Company granted 160,000 stock options under the Company’s amended 2007 Equity and Incentive Plan. The stock options (i) vest ratably over a five year term, (ii) expire ten years from the date of grant and (iii) have an exercise price that was set at the closing price of the Company’s common stock on the date of the grant.

The Company granted approximately 4 million stock options under the 2007 Equity and Incentive Plan in 2009 that vest based on performance, market and/or time vesting criteria. The 2009 grant consisted of approximately 2.7 million time-vesting stock options, approximately 0.9 million performance-vesting stock options and approximately 0.4 million market-vesting stock options. The performance-vesting and market-vesting stock options also contain a time-vesting component. The time-based awards cliff vest on the two-year anniversary of the date of grant while the performance-based awards vested on the one-year anniversary of the date of grant following attainment of minimum Adjusted EBITDA levels. The market-based awards were granted to the Company’s CEO and President and vest on the two-year anniversary of the date of grant. The vesting of the market-based awards is conditional on the average closing stock price of the Company’s common stock equaling or exceeding a certain price for a 20 consecutive trading day period, which was achieved during 2009. The option exercise price was set at the closing price of the Company’s common stock on the date of the grant and the options expire 10 years from the date of the grant. The terms of the performance-vesting stock options provide for immediate expiration if vesting criteria was not met by the end of the applicable performance period.

The Company used the Black-Scholes option pricing model to calculate the fair value of the time-vesting stock options granted first quarter 2010 and the time-vesting and performance-vesting stock option awards granted in 2009. The Company determined the fair value of its market-vesting awards using a Monte Carlo simulation model with assumptions including, but not limited to, the options’ expected life and the expected volatility of the underlying stock. Based on facts and circumstances at the time of the grant, the Company used the implied volatility of its publicly traded, near-the-money stock options with a remaining maturity of at least one year in 2010 and a blended volatility rate that combines market-based measures of implied volatility with historical volatility as the most appropriate indicator of the Company’s expected volatility in 2009, when publicly traded stock options with a remaining maturity of at least one year were not available. The Company considered several factors in estimating the life of the options granted, including the historical option exercise behavior of employees and the option vesting periods. The risk-free interest rate is derived from the U.S. Treasury yield curve in effect at the time of grant and, since the Company does not currently pay or plan to pay a dividend on its common stock, the expected dividend yield was zero. Based on

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these assumptions, the fair value of the Company's time-vesting stock options issued in first quarter 2010 was estimated to be \$6.16, the fair value of each of the Company's time-vesting, performance-vesting and market-vesting stock options issued in 2009 was estimated to be approximately \$0.64, \$0.59 and \$0.45, respectively.

The weighted average fair value of stock options granted during the periods and the assumptions used to estimate those values using the Black-Scholes simulation option pricing in 2010 and the Black-Scholes and Monte Carlo simulation option pricing in 2009, as applicable, were as follows:

	<u>2010</u>	<u>2009</u>
Expected volatility of stock price	54%	130%
Risk-free interest rate	2.82%	1.22%-1.46%
Expected life of options	6 years	3-4 years
Dividend yield	0.0%	0.0%

The annual activity of the Company's common stock option plans consisted of (in thousands of shares):

	<u>2010</u>		<u>2009</u>		<u>2008</u>	
	<u>Number</u>	<u>Weighted</u>	<u>Number</u>	<u>Weighted</u>	<u>Number</u>	<u>Weighted</u>
	<u>of</u>	<u>Average</u>	<u>of</u>	<u>Average</u>	<u>of</u>	<u>Average</u>
	<u>Options</u>	<u>Exercise</u>	<u>Options</u>	<u>Exercise</u>	<u>Options</u>	<u>Exercise</u>
		<u>Price</u>		<u>Price</u>		<u>Price</u>
Balance at beginning of year	7,196	\$ 11.30	5,003	\$ 24.90	5,963	\$ 26.16
Granted at fair market value	160	11.53	4,012	0.79	-	-
Exercised <sup>(a)</sup>	(982)	8.45	-	-	(5)	10.68
Canceled/forfeited/expired	(1,348)	28.63	(1,819)	25.51	(955)	32.89
Balance at end of year <sup>(b)</sup>	<u>5,026</u>	7.22	<u>7,196</u>	11.30	<u>5,003</u>	24.90

<sup>(a)</sup> Stock options exercised during 2010 had an intrinsic value of \$5 million and the intrinsic value of those exercised in 2008 was insignificant.

<sup>(b)</sup> As of December 31, 2010, the Company's outstanding stock options had an aggregate intrinsic value of \$54 million; there were 3.8 million "in-the-money" stock options; and aggregate unrecognized compensation expense related to unvested stock options was \$1 million. Approximately 1.9 million stock options are exercisable as of December 31, 2010 and approximately 3.0 million stock options are eligible to vest in 2011.

The table below summarizes information regarding the Company's outstanding stock options as of December 31, 2010 (in thousands of shares):

	<u>Outstanding Options</u>		
	<u>Number</u>	<u>Weighted</u>	<u>Weighted</u>
	<u>of</u>	<u>Average</u>	<u>Average</u>
	<u>Options</u>	<u>Remaining</u>	<u>Exercise</u>
		<u>Contractual</u>	<u>Price</u>
		<u>Life</u>	
Range of Exercise Prices			
Less than \$10.00	3,590	8.1	\$ 0.79
\$10.01 to \$15.00	231	6.3	12.15
\$15.01 to \$20.00	217	1.4	18.88
\$20.01 to \$25.00	63	0.2	20.59
\$25.01 to \$30.00	915	1.0	27.23
\$30.01 and above	10	3.8	31.98
	<u>5,026</u>	6.3	7.22

**Restricted Stock and Stock Unit Awards**

RSUs granted by the Company entitle the employee to receive one share of Avis Budget common stock upon vesting, which occurs ratably over a four-year period for the majority of RSUs outstanding as of December 31, 2010. The Company also employs performance- and time-vesting criteria for RSU grants made to certain of the Company's executives. The performance criteria will determine the number of RSUs that will ultimately vest and are based on growth in earnings before taxes and certain other metrics over varying periods of three to four years. The number of performance-based RSUs that will ultimately vest may range from 0% to 100% of the target award.

During 2010, the Company granted 971,000 market-vesting restricted stock units and 989,000 time-based restricted stock units under the Company's amended 2007 Equity and Incentive Plan. The number of market-vesting restricted stock units which will ultimately vest is based on the Company's common stock achieving certain price targets for a specified number of trading days, with 600,000 of the market-vesting restricted stock units vesting ratably over years two through five following the date of grant and 371,000 of the market-vesting restricted stock units cliff vesting after three years. Of the time-based restricted stock units, 789,000 vest ratably over a three-year period and 200,000 vest on the first anniversary of the date of the grant.

The Company determined the fair value of its market-vesting restricted stock units granted in 2010 using a Monte Carlo simulation model. The fair value of each of the Company's market-vesting restricted stock units which contain five- and three-year vesting periods, issued in 2010, was estimated to be approximately \$9.57 and \$8.88, respectively. The assumptions used to estimate the fair values of the market-vesting restricted stock awards using the Monte Carlo simulation model in 2010 were as follows:

	<b>2010</b>
Expected volatility of stock price	54%
Risk-free interest rate	1.47%-1.74%
Valuation period	3 & 5 years
Dividend yield	0.0%

The annual activity related to the Company's time- and performance-based RSUs consisted of (in thousands of shares):

	<u>2010</u>		<u>2009</u>		<u>2008</u>	
	<u>Number of RSUs</u>	<u>Weighted Average Grant Price</u>	<u>Number of RSUs</u>	<u>Weighted Average Grant Price</u>	<u>Number of RSUs</u>	<u>Weighted Average Grant Price</u>
Balance at beginning of year	1,855	\$ 19.32	2,673	\$ 20.18	2,330	\$ 25.03
Granted at fair market value <sup>(a)</sup>	1,960	11.55	-	-	1,156	12.84
Vested <sup>(b)</sup>	(585)	21.89	(620)	21.93	(577)	24.68
Canceled	(171)	23.10	(198)	22.84	(236)	21.05
Balance at end of year <sup>(c)</sup>	<u>3,059</u>	13.64	<u>1,855</u>	19.32	<u>2,673</u>	20.18

<sup>(a)</sup> Reflects the maximum number of RSUs assuming achievement of all performance- and time-vesting criteria. During 2010, 2009 and 2008, the Company granted 989,000, 0, and 633,000 time-based RSUs, respectively. The number of RSUs granted does not include those for non-employee directors, which are discussed separately below.

<sup>(b)</sup> During 2010, 2009 and 2008, 0, 7,000, and 46,000 performance-based RSUs vested, respectively.

<sup>(c)</sup> As of December 31, 2010, the Company's outstanding RSUs had aggregate intrinsic value of \$48 million. Aggregate unrecognized compensation expense related to RSUs amounted to \$28 million as of December 31, 2010. The Company had approximately 1,393,000, 1,016,000 and 1,696,000 time-based awards outstanding at December 31, 2010, 2009 and 2008, respectively. Performance- and market-based awards outstanding at December 31, 2010, 2009

and 2008 were approximately 1,666,000, 839,000, and 977,000, respectively. Approximately 734,000 time-based and 585,000 performance-based RSUs are eligible to vest in 2011, if applicable service and performance criteria are satisfied.

### ***Stock Appreciation Rights***

In 2006, the Company issued stock-settled SARs to certain executives. Such SARs are settled in Company stock, have a seven-year term, and vest ratably over a four-year period or after three years with no graded vesting prior thereto. The Company's policy is to grant SARs with exercise prices at then-current fair market value. At December 31, 2010, the Company had approximately 0.5 million SARs outstanding with a weighted average exercise price of \$24.40 and a weighted average contractual life of 2.6 years.

### ***Non-employee Directors Deferred Compensation Plan***

The Company grants RSUs annually to members of the Board of Directors representing annual retainer, committee chair and membership stipends, which are payable in the form of Avis Budget common stock upon termination of service. During 2010, 2009 and 2008, the Company granted 51,000, 119,000 and 107,000 RSUs under the 2007 Equity and Incentive Plan to its Board of Directors. The RSU grants are included in the calculation of basic and diluted earnings per share as common stock equivalents.

### ***Employee Stock Purchase Plan***

The Company is authorized to sell shares of its Avis Budget common stock to eligible employees under its non-compensatory employee stock purchase plan ("ESPP"). In June 2009, stockholders approved the adoption of the Avis Budget Group Inc. Employee Stock Purchase Plan, which became effective on January 1, 2010, but has not been activated as of December 31, 2010. Under the terms of the ESPP, the fair market value of the shares of Avis Budget common stock which may be purchased by any employee cannot exceed \$25,000 during any calendar year or 10% of the employee's annual base salary. The purchase price of Avis Budget common stock shall be calculated at 95% of the fair market value of Avis Budget common stock at the end of the option period. The Company reserved a maximum of 2.5 million shares of which up to 125,000 shares of Avis Budget common stock purchased in an offer period may be either newly issued shares or existing treasury shares, and up to 1 million shares of Avis Budget common stock purchased under the ESPP in the aggregate may be either newly issued shares or existing treasury shares. Subject to the preceding limitation, shares purchased under the ESPP may be either newly issued shares, existing treasury shares, or new purchases in the open market.

### ***Compensation Expense***

Compensation expense for all outstanding employee stock awards is based on the estimated fair value of the award at the grant date and is recognized as an expense in the Consolidated Statements of Operations over the requisite service period. The Company's policy is to record compensation expense related to the issuance of stock options, RSUs and SARs to its employees on a straight-line basis over the vesting period of the award and based on the estimated number of stock awards the Company believes it will ultimately provide. The Company records amortization expense related to performance-based RSUs on a straight-line basis over the remaining vesting periods of the respective award and based on the estimated performance goals the Company believes it will ultimately achieve.

The Company recorded pretax stock-based compensation expense of \$15 million (\$9 million, net of tax) each year during 2010, 2009 and 2008, related to employee stock awards that were granted by the Company.

## 19. Employee Benefit Plans

### *Defined Contribution Savings Plans*

The Company sponsors several defined contribution savings plans that provide certain eligible employees of the Company an opportunity to accumulate funds for retirement. The Company matches portions of the contributions of participating employees on the basis specified by the plans. The Company's contributions to these plans were \$9 million, \$6 million and \$15 million during 2010, 2009 and 2008, respectively.

The Company made changes to various defined contribution savings plans effective January 1, 2009 and July 1, 2010. Included among these changes were modifications to the Company's matching contribution and of certain vesting criteria and the merger of certain plans.

### *Defined Benefit Pension Plans*

The Company sponsors domestic non-contributory defined benefit pension plans covering certain eligible employees and contributory defined benefit pension plans in certain foreign subsidiaries with participation in the plans at the employees' option. Under these plans, benefits are based on an employee's years of credited service and a percentage of final average compensation. However, the majority of such plans are frozen and are no longer accruing benefits.

The funded status of the defined benefit pension plans is recognized on the Consolidated Balance Sheets and the gains or losses and prior service costs or credits that arise during the period, but are not recognized as components of net periodic benefit cost, are recognized as a component of accumulated other comprehensive income (loss), net of tax.

The components of net periodic benefit cost and the assumptions related to the cost consisted of the following:

	<b>For the Year Ended December 31,</b>		
	<b>2010</b>	<b>2009</b>	<b>2008</b>
Service cost	\$ 2	\$ 2	\$ 2
Interest cost	12	12	12
Expected return on plan assets	(11)	(11)	(14)
Amortization of unrecognized amounts	6	9	3
Net periodic benefit cost	<u>\$ 9</u>	<u>\$ 12</u>	<u>\$ 3</u>

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The Company uses a measurement date of December 31 for its pension plans. The funded status of the pension plans as of December 31, 2010 and 2009 was as follows:

<b>Change in Benefit Obligation</b>	<b>2010</b>	<b>2009</b>
Benefit obligation at end of prior year	\$214	\$200
Service cost	2	2
Interest cost	12	12
Plan amendments	1	1
Actuarial loss	17	9
Net benefits paid	(10)	(10)
Benefit obligation at end of current year	<u>\$236</u>	<u>\$214</u>
<b>Change in Plan Assets</b>		
Fair value of assets at end of prior year	\$156	\$131
Actual return on plan assets	20	28
Employer contributions	7	7
Net benefits paid	(10)	(10)
Fair value of assets at end of current year	<u>\$173</u>	<u>\$156</u>
Funded status at end of year (recognized in other non-current liabilities in the Consolidated Balance Sheets)	<u>\$ (63)</u>	<u>\$ (58)</u>

The estimated amount that will be amortized from accumulated other comprehensive income into net periodic benefit cost in 2011 is \$8 million, which consists of \$7 million for net actuarial loss and \$1 million for prior service cost.

The following assumptions were used to determine pension obligations and pension costs for the principal plans in which the Company's employees participated:

	<b>For the Year Ended</b>		
	<b>December 31,</b>		
	<b>2010</b>	<b>2009</b>	<b>2008</b>
Discount rate:			
Net periodic benefit cost	5.75%	6.25%	6.25%
Benefit obligation	5.25%	5.75%	6.25%
Long-term rate of return on plan assets	8.25%	8.25%	8.25%

To select a discount rate for its defined benefit pension plans, the Company uses a modeling process that involves matching the expected cash outflows of such plan, to a yield curve constructed from a portfolio of AA rated fixed-income debt instruments. The Company uses the average yield of this hypothetical portfolio as a discount rate benchmark.

The Company's expected rate of return on plan assets of 8.25%, used to determine pension obligations and pension costs, is a long term rate based on historic plan asset returns over varying long-term periods combined with current market conditions and broad asset mix considerations. The expected rate of return is a long term assumption and generally does not change annually.

As of December 31, 2010, substantially all of the Company's defined benefit pension plans had a projected benefit obligation in excess of the fair value of plan assets. The Company expects to contribute approximately \$14 million to these plans in 2011.

The Company's defined benefit pension plans' assets are invested primarily in mutual funds and may change in value due to various risks, such as interest rate and credit risk and overall market volatility. Due to the



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level of risk associated with investment securities, it is reasonably possible that changes in the values of the pension plans' investment securities will occur in the near term and that such changes would materially affect the amounts reported in the Company's financial statements.

The defined benefit pension plans' investment goals and objectives are managed by the Company with consultation from independent investment advisors. The Company seeks to produce returns on pension plan investments, which are based on levels of liquidity and investment risk that the Company believes are prudent and reasonable, given prevailing capital market conditions. The pension plans' assets are managed in the long-term interests of the participants and the beneficiaries of the plans. The Company's overall investment strategy has been to achieve a mix of approximately 65% of investments for long-term growth and 35% for near-term benefit payments with a wide diversification of asset types and fund strategies. The Company believes that diversification of the pension plans' assets is an important investment strategy to provide reasonable assurance that no single security or class of securities will have a disproportionate impact on the pension plans. As such, the Company allocates assets between traditional equity, fixed income (U.S. and non-U.S. government issued securities, corporate bonds and short-term cash investments) and alternative investment strategies.

The equity component's purpose is to provide a total return that will help preserve the purchasing power of the assets. The pension plans hold various mutual funds that invest in equity securities and are diversified among funds that invest in large cap, small cap, growth, value and international stocks as well as funds that are intended to "track" an index, such as the S&P 500. The equity investments in the portfolios will represent a greater assumption of market volatility and risk as well as provide higher anticipated total return over the long term. The equity component is expected to approximate 45%-65% of the pension plans' assets.

The purpose of the fixed income component is to provide a deflation hedge, to reduce the overall volatility of the pension plans assets in relation to the liability and to produce current income. The pension plans hold mutual funds that invest in securities issued by governments, government agencies and corporations. The fixed income component is expected to approximate 30%-40% of the pension plans' assets.

The purpose of the alternative asset component is to provide diversification and current income to the portfolio and to adjust the pension plans' asset composition opportunistically when market conditions are favorable for equity, fixed income, cash and/or other assets. Investments in real estate mutual funds have been a component of the portfolios to provide downside risk protection as historically they have performed well in poor capital markets. The alternative asset component is expected to approximate 5%-15% of the pension plans' assets.

The Company used significant observable inputs (Level 2 inputs) to determine the fair value of the defined benefit pension plans' assets. See Note 2—Summary of Significant Accounting Policies for the Company's methodology used to measure fair value. The following table presents the defined benefit pension plans' assets measured at fair value, as of December 31:

<u>Asset Class</u>	<u>2010</u>	<u>2009</u>
Cash equivalents	\$ 1	\$ 2
Short term investments	5	3
Domestic stock	74	66
International stock	30	26
Real estate investment trusts	6	5
Non-U.S. government securities	3	3
U.S. government securities	13	11
Corporate bonds	40	38
Other assets	1	2
Total assets	<u>\$173</u>	<u>\$156</u>

The Company estimates that future benefit payments from plan assets will be \$12 million, \$11 million, \$12 million, \$13 million, \$14 million and \$75 million for 2011, 2012, 2013, 2014, 2015 and 2016 to 2020, respectively.

## 20. Financial Instruments

### Risk Management

*Foreign Currency Risk.* The Company uses foreign exchange forward contracts to manage its exposure to changes in foreign currency exchange rates associated with its foreign currency denominated receivables and forecasted royalties, forecasted earnings of foreign subsidiaries and forecasted foreign currency denominated acquisitions. The Company primarily hedges its foreign currency exposure to the Canadian dollar, Australian dollar and New Zealand dollar. The majority of forward contracts do not qualify for hedge accounting treatment. The fluctuations in the value of these forward contracts do, however, largely offset the impact of changes in the value of the underlying risk they economically hedge. Forward contracts used to hedge forecasted third party receipts and disbursements up to 12 months are designated and do qualify as cash flow hedges. The amount of gains or losses reclassified from other comprehensive income to earnings resulting from ineffectiveness or from excluding a component of the forward contracts' gain or loss from the effectiveness calculation for cash flow hedges during 2010, 2009 and 2008 was not material, nor is the amount of gains or losses the Company expects to reclassify from other comprehensive income to earnings over the next 12 months.

*Interest Rate Risk.* The Company uses various hedging strategies including interest rate swaps and interest rate caps to create an appropriate mix of fixed and floating rate assets and liabilities. In 2010 and 2009, the Company recorded net unrealized gains on all cash flow hedges of \$36 million and \$43 million, net of tax, respectively, to other comprehensive income. The after-tax amount of gains or losses reclassified from accumulated other comprehensive income (loss) to earnings resulting from ineffectiveness for 2010, 2009 and 2008 was not material to the Company's results of operations. In 2010, the Company reclassified a loss of \$24 million, net of tax from accumulated other comprehensive income to earnings in connection with the early termination of certain interest rate swaps related to the repayment of a portion of the Company's floating rate term loan. The Company estimates that approximately \$59 million of losses deferred in accumulated other comprehensive income will be recognized in earnings in 2011, which is expected to be offset in earnings by the impact of the underlying hedged items.

The Company uses interest rate swaps, designated as cash flow hedges, to manage the risk related to its floating rate corporate debt. In connection with such cash flow hedges, the Company recorded net unrealized losses of \$3 million, \$4 million and \$1 million, net of tax, during 2010, 2009 and 2008, respectively, to other comprehensive income.

The Company uses derivatives to manage the risk associated with its floating rate vehicle-backed debt. These derivatives include freestanding derivatives and derivatives designated as cash flow hedges, which have maturities ranging from January 2011 to December 2014. In connection with such cash flow hedges, the Company recorded net unrealized gain (loss) of \$39 million, \$47 million and \$(85) million, net of tax, during 2010, 2009 and 2008, respectively, to other comprehensive income. The Company recorded losses of \$4 million, \$6 million and \$17 million related to freestanding derivatives during 2010, 2009 and 2008, respectively.

*Commodity Risk.* The Company periodically enters into derivative commodity contracts to manage its exposure to changes in the price of unleaded gasoline. These instruments were designated as freestanding derivatives and the changes in fair value are recorded in the Company's consolidated results of operations. These derivatives resulted in a gain (loss) of \$1 million, \$3 million and \$(22) million in the Company's consolidated results of operations during 2010, 2009 and 2008, respectively. As of December 31, 2010, the Company had no outstanding gasoline commodity contracts.

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**Credit Risk and Exposure.** The Company is exposed to counterparty credit risks in the event of nonperformance by counterparties to various agreements and sales transactions. The Company manages such risk by evaluating the financial position and creditworthiness of such counterparties and by requiring collateral in certain instances in which financing is provided. The Company mitigates counterparty credit risk associated with its derivative contracts by monitoring the amount for which it is at risk with each counterparty, periodically evaluating counterparty creditworthiness and financial position, and where possible, dispersing its risk among multiple counterparties.

There were no significant concentrations of credit risk with any individual counterparties or groups of counterparties at December 31, 2010 or 2009 other than (i) risks related to the Company's purchase, repurchase and guaranteed depreciation agreements with General Motors Company, Ford Motor Company, Chrysler Group LLC, Hyundai Motor America and Kia Motors America, Inc. with respect to program cars that were disposed but for which the Company has not yet received payment from the manufacturers (see Note 2—Summary of Significant Accounting Policies), (ii) receivables from Realogy and Wyndham related to certain contingent, income tax and other corporate liabilities assumed by Realogy and Wyndham in connection with the Separation and (iii) risks related to leases which have been assumed by Realogy, Wyndham or Travelport but of which the Company is a guarantor. Concentrations of credit risk associated with trade receivables are considered minimal due to the Company's diverse customer base. Bad debts have been minimal historically. The Company does not normally require collateral or other security to support credit sales.

### Fair Value

#### Derivative instruments and hedging activities

As described above, derivative assets and liabilities consist principally of foreign exchange forward contracts, interest rate swaps, interest rate contracts and commodity contracts.

Certain of the Company's derivative instruments contain collateral support provisions that require the Company to post cash collateral to the extent that these derivatives are in a liability position. The aggregate fair value of such derivatives that are in a liability position and the aggregate fair value of assets needed to settle these derivatives as of December 31, 2010 was approximately \$7 million, for which the Company has posted cash collateral in the same amount in the normal course of business.

As of December 31, 2010 and 2009, respectively, the Company held derivative instruments with absolute notional values as follows: interest rate caps of \$5.0 billion and \$3.9 billion, interest rate swaps of \$139 million and \$1.1 billion, and foreign exchange forward contracts of \$128 million and \$71 million.

Fair values of derivative instruments are as follows:

	As of December 31, 2010		As of December 31, 2009	
	Fair Value, Asset Derivatives	Fair Value, Liability Derivatives	Fair Value, Asset Derivatives	Fair Value, Liability Derivatives
<b>Derivatives designated as hedging instruments</b> <sup>(a)</sup>				
Interest rate swaps <sup>(b)</sup>	\$ -	\$ 4	\$ -	\$ 39
<b>Derivatives not designated as hedging instruments</b> <sup>(a)</sup>				
Foreign exchange forward contracts <sup>(c)</sup>	-	3	-	-
Interest rate swaps <sup>(b)</sup>	-	1	-	-
Interest rate contracts <sup>(d)</sup>	1	7	-	9
Total	<u>\$ 1</u>	<u>\$ 15</u>	<u>\$ -</u>	<u>\$ 48</u>

<sup>(a)</sup> Amounts in this table exclude derivatives issued by Avis Budget Rental Car Funding, as it is not consolidated by the Company; however, certain amounts related to the derivatives held by Avis Budget Rental Car Funding are included within accumulated other comprehensive income, as discussed in Note 17—Stockholders' Equity.

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- (b) Included in other non-current liabilities.
- (c) Included in other current liabilities.
- (d) Included in assets under vehicle programs and liabilities under vehicle programs.

The effect of derivative instruments on the Consolidated Statement of Operations for the year ended December 31, 2010 was (i) a gain of \$12 million recognized as a component of operating expenses related to foreign exchange swaps and foreign exchange forward contracts, (ii) a \$4 million loss recognized as a component of interest expense related to interest rate swaps and interest rate caps not designated as hedging instruments and (iii) a gain of \$1 million recognized as a component of operating expenses related to our commodity contracts. The gain on foreign exchange swaps and foreign exchange forward contracts was largely offset by the foreign exchange losses on the underlying hedged items, primarily intracompany loans. The loss on the interest rate swaps had no impact on net interest expense as it was offset by reduced interest expense on the underlying floating rate debt which it hedges.

The effect of derivative instruments on the Consolidated Statement of Operations for the year ended December 31, 2009 was (i) a loss of \$5 million recognized as a component of operating expenses related to foreign exchange forward contracts, (ii) a gain of \$3 million recognized as a component of operating expenses related to our commodity contracts and (iii) a \$6 million loss recognized as a component of interest expense related to interest rate swaps and interest rate caps not designated as hedging instruments. The loss on the interest rate swaps had no impact on net interest expense as it was offset by reduced interest expense on the underlying floating rate debt which it hedges.

### Debt Instruments

The fair value of the Company's financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or in an over-the-counter market. In some cases where quoted market prices are not available, prices are derived by considering the yield of the benchmark security that was issued to initially price the instruments and adjusting this rate by the credit spread that market participants would demand for the instruments as of the measurement date. In situations where long-term borrowings are part of a conduit facility backed by short term floating rate debt, the Company has determined that its carrying value approximates the fair value of this debt. The carrying amounts of cash and cash equivalents, available-for-sale securities, accounts receivable, program cash and accounts payable and accrued liabilities approximate fair value due to the short-term maturities of these assets and liabilities.

The carrying amounts and estimated fair values of financial instruments at December 31 are as follows:

	2010		2009	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
<b>Corporate debt</b>				
Current portion of long-term debt	\$ 8	\$ 8	\$ 12	\$ 12
Long-term debt, excluding convertible debt	2,149	2,211	1,774	1,675
Convertible debt	345	407	345	376
Interest rate swaps and interest rate contracts <sup>(a)</sup>	(5)	(5)	(39)	(39)
Foreign exchange forward contracts	(3)	(3)	-	-
<b>Debt under vehicle programs</b>				
Vehicle-backed debt due to Avis Budget Rental Car Funding	\$ 3,987	\$ 4,045	\$ 3,660	\$ 3,634
Vehicle-backed debt	521	526	705	707
Interest rate swaps and interest rate contracts <sup>(a)</sup>	(7)	(7)	(9)	(9)
Interest rate contracts	1	1	-	-

<sup>(a)</sup> Derivatives in (liability) position.

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The Company used significant observable inputs (Level 2 inputs), other than quoted unadjusted prices from active markets (Level 1 inputs), to determine the fair value of its derivative assets and liabilities.

*Valuation Techniques.* Derivatives entered into by the Company are typically executed over-the-counter and are valued using internal valuation techniques, as no quoted market prices exist for such instruments. The valuation technique and inputs depend on the type of derivative and the nature of the underlying exposure. The principal techniques used to value these instruments are discounted cash flows and Black-Scholes option valuation models. These models take into account a variety of factors including, where applicable, maturity, commodity prices, interest rate yield curves of the Company and counterparties, credit curves, counterparty creditworthiness and currency exchange rates. These factors are applied on a consistent basis and are based upon observable inputs where available.

The following table presents information about the Company's assets and liabilities measured at fair value on a recurring basis:

Items for which measurement is based on significant other observable inputs (Level 2):

	As of December 31,	
	2010	2009
<b>Assets</b>		
Interest rate contracts	\$ 1	\$ -
Total	<u>\$ 1</u>	<u>\$ -</u>
<b>Liabilities</b>		
Interest rate swaps and foreign exchange forward contracts	\$ 8	\$ 39
Interest rate swaps and interest rate contracts under vehicle programs	7	9
Total	<u>\$ 15</u>	<u>\$ 48</u>

## 21. Segment Information

The reportable segments presented below represent the Company's operating segments for which separate financial information is available and is utilized on a regular basis by its chief operating decision maker, the Company's chief executive officer, to assess performance and to allocate resources. In identifying its reportable segments, the Company also considers the nature of services provided by its operating segments. Management evaluates the operating results of each of its reportable segments based upon revenue and "Adjusted EBITDA," which is defined as income from continuing operations before non-vehicle related depreciation and amortization, any impairment charge, non-vehicle related interest and income taxes. The Company's presentation of Adjusted EBITDA may not be comparable to similarly-titled measures used by other companies.

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**Year Ended December 31, 2010**

	<b>Domestic Car Rental</b>	<b>International Car Rental</b>	<b>Truck Rental</b>	<b>Corporate and Other <sup>(a)</sup></b>	<b>Total</b>
Net revenues	\$ 3,893	\$ 922	\$ 367	\$ 3	\$5,185
Vehicle depreciation and lease charges, net	1,025	202	60	-	1,287
Vehicle interest, net	267	22	15	-	304
Adjusted EBITDA	225	155	34	(30)	384
Non-vehicle depreciation and amortization	81	7	2	-	90
Segment assets exclusive of assets under vehicle programs	2,323	513	99	527	3,462
Assets under vehicle programs	5,539	966	360	-	6,865
Capital expenditures (excluding vehicles)	55	6	-	-	61

<sup>(a)</sup> Includes the results of operations of the Company's investments, unallocated corporate overhead, the elimination of transactions between segments and \$14 million of due diligence and other costs related to the potential acquisition of Dollar Thrifty.

**Year Ended December 31, 2009**

	<b>Domestic Car Rental</b>	<b>International Car Rental</b>	<b>Truck Rental</b>	<b>Corporate and Other <sup>(a)</sup></b>	<b>Total</b>
Net revenues	\$ 3,967	\$ 808	\$ 354	\$ 2	\$5,131
Vehicle depreciation and lease charges, net	1,172	184	69	-	1,425
Vehicle interest, net	250	22	22	-	294
Adjusted EBITDA	108	126	13	(42)	205
Non-vehicle depreciation and amortization	86	8	2	-	96
Segment assets exclusive of assets under vehicle programs	1,821	503	95	1,152	3,571
Assets under vehicle programs	5,110	980	432	-	6,522
Capital expenditures (excluding vehicles)	36	3	-	-	39

<sup>(a)</sup> Includes the results of operations of the Company's investments, unallocated corporate overhead, the elimination of transactions between segments and an \$18 million charge recorded in 2009 for a litigation judgment against the Company related to the 2002 acquisition of the Company's Budget vehicle rental business.

In 2009, a \$33 million charge was recorded for impairments of investments (see Note 2—Summary of Significant Accounting Policies).

**Year Ended December 31, 2008**

	<b>Domestic Car Rental</b>	<b>International Car Rental</b>	<b>Truck Rental</b>	<b>Corporate and Other <sup>(a)</sup></b>	<b>Total</b>
Net revenues	\$ 4,695	\$ 904	\$ 382	\$ 3	\$5,984
Vehicle depreciation and lease charges, net	1,403	211	83	-	1,697
Vehicle interest, net	262	30	29	-	321
Adjusted EBITDA	12	141	(4)	(13)	136
Non-vehicle depreciation and amortization	77	8	3	-	88
Segment assets exclusive of assets under vehicle programs	1,928	485	106	973	3,492
Assets under vehicle programs	6,538	780	508	-	7,826
Capital expenditures (excluding vehicles)	72	10	1	-	83

<sup>(a)</sup> Includes the results of operations of the Company's investments, unallocated corporate overhead and the elimination of transactions between segments.

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In 2008, a \$1,262 million charge was recorded for the impairment of goodwill, intangible assets and investments (see Note 2—Summary of Significant Accounting Policies).

Provided below is a reconciliation of Adjusted EBITDA to income (loss) before income taxes.

	Year Ended December 31,		
	2010	2009	2008
Adjusted EBITDA	\$384	\$205	\$ 136
Less: Non-vehicle related depreciation and amortization	90	96	88
Interest expense related to corporate debt, net	170	153	129
Early extinguishment of debt	52	-	-
Impairment	-	33	1,262
<b>Income (loss) before income taxes</b>	<b>\$ 72</b>	<b>\$ (77)</b>	<b>\$(1,343)</b>

The geographic segment information provided below is classified based on the geographic location of the Company's subsidiaries.

	United States	All Other Countries	Total
<b>2010</b>			
Net revenues	\$ 4,263	\$ 922	\$ 5,185
Segment assets exclusive of assets under vehicle programs	2,949	513	3,462
Assets under vehicle programs	5,899	966	6,865
Property and equipment, net	382	43	425
<b>2009</b>			
Net revenues	\$ 4,323	\$ 808	\$ 5,131
Segment assets exclusive of assets under vehicle programs	3,068	503	3,571
Assets under vehicle programs	5,542	980	6,522
Property and equipment, net	400	42	442
<b>2008</b>			
Net revenues	\$ 5,080	\$ 904	\$ 5,984
Segment assets exclusive of assets under vehicle programs	3,007	485	3,492
Assets under vehicle programs	7,046	780	7,826
Property and equipment, net:	445	40	485

## 22. Guarantor and Non-Guarantor Consolidating Financial Statements

The following consolidating financial information presents Consolidating Condensed Statements of Operations for the years ended December 31, 2010, 2009 and 2008, Consolidating Condensed Balance Sheets as of December 31, 2010 and December 31, 2009 and Consolidating Condensed Statements of Cash Flows for the years ended December 31, 2010, 2009 and 2008 for: (i) Avis Budget Group, Inc. (the "Parent"); (ii) Avis Budget Car Rental and Avis Budget Finance, Inc. (the "Subsidiary Issuers"); (iii) the guarantor subsidiaries; (iv) the non-guarantor subsidiaries; (v) elimination entries necessary to consolidate the Parent with the Subsidiary Issuers, the guarantor and non-guarantor subsidiaries; and (vi) the Company on a consolidated basis. The Subsidiary Issuers and the guarantor and non-guarantor subsidiaries are 100% owned by the Parent, either directly or indirectly. All guarantees are full and unconditional and joint and several. This financial information is being presented in relation to the Company's guarantee of the payment of principal, premium (if any) and interest on the Senior Notes. See Note 14—Long-term Debt and Borrowing Arrangements for additional description of these Senior Notes. The Senior Notes have separate investors than the equity investors of the Company and are guaranteed by the Parent and certain subsidiaries.

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Investments in subsidiaries are accounted for using the equity method of accounting for purposes of the consolidating presentation. The principal elimination entries relate to investments in subsidiaries and intercompany balances and transactions. For purposes of the accompanying Consolidating Condensed Statements of Operations, certain expenses incurred by the Subsidiary Issuers are allocated to the guarantor and non-guarantor subsidiaries.

**Consolidating Condensed Statements of Operations**

For the Year Ended December 31, 2010

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
<b>Revenues</b>						
Vehicle rental	\$ -	\$ -	\$ 3,261	\$ 621	\$ -	\$3,882
Other	4	-	922	1,672	(1,295)	1,303
Net revenues	<u>4</u>	<u>-</u>	<u>4,183</u>	<u>2,293</u>	<u>(1,295)</u>	<u>5,185</u>
<b>Expenses</b>						
Operating	5	8	2,084	519	-	2,616
Vehicle depreciation and lease charges, net	-	-	1,085	1,070	(868)	1,287
Selling, general and administrative	25	-	473	85	-	583
Vehicle interest, net	-	-	283	146	(125)	304
Non-vehicle related depreciation and amortization	-	-	83	7	-	90
Interest expense related to corporate debt, net:						
Interest expense	9	163	-	(2)	-	170
Intercompany interest expense (income)	(14)	(215)	229	-	-	-
Early extinguishment of debt	-	52	-	-	-	52
Restructuring charges	-	-	11	-	-	11
Total expenses	<u>25</u>	<u>8</u>	<u>4,248</u>	<u>1,825</u>	<u>(993)</u>	<u>5,113</u>
<b>Income (loss) before income taxes and equity in earnings of subsidiaries</b>	(21)	(8)	(65)	468	(302)	72
Provision for (benefit) from income taxes	(9)	(8)	(5)	40	-	18
Equity in earnings (loss) of subsidiaries	66	66	126	-	(258)	-
<b>Net income (loss)</b>	<u>\$ 54</u>	<u>\$ 66</u>	<u>\$ 66</u>	<u>\$ 428</u>	<u>\$ (560)</u>	<u>\$ 54</u>



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For the Year Ended December 31, 2009

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
<b>Revenues</b>						
Vehicle rental	\$ -	\$ -	\$ 3,354	\$ 552	\$ -	\$3,906
Other	2	-	890	1,786	(1,453)	1,225
Net revenues	<u>2</u>	<u>-</u>	<u>4,244</u>	<u>2,338</u>	<u>(1,453)</u>	<u>5,131</u>
<b>Expenses</b>						
Operating	15	27	2,136	458	-	2,636
Vehicle depreciation and lease charges, net	-	-	1,241	1,201	(1,017)	1,425
Selling, general and administrative	11	-	468	72	-	551
Vehicle interest, net	-	-	273	87	(66)	294
Non-vehicle related depreciation and amortization	-	-	89	7	-	96
Interest expense related to corporate debt, net:						
Interest expense	2	153	-	(2)	-	153
Intercompany interest expense (income)	-	(153)	153	-	-	-
Restructuring charges	-	-	18	2	-	20
Impairment	32	1	-	-	-	33
Total expenses	<u>60</u>	<u>28</u>	<u>4,378</u>	<u>1,825</u>	<u>(1,083)</u>	<u>5,208</u>
<b>Income (loss) before income taxes and equity in earnings of subsidiaries</b>	(58)	(28)	(134)	513	(370)	(77)
Provision for (benefit) from income taxes	(23)	(2)	(35)	30	-	(30)
Equity in earnings (loss) of subsidiaries	(12)	14	113	-	(115)	-
<b>Net income (loss)</b>	<u>\$ (47)</u>	<u>\$ (12)</u>	<u>\$ 14</u>	<u>\$ 483</u>	<u>\$ (485)</u>	<u>\$ (47)</u>

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For the Year Ended December 31, 2008

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
<b>Revenues</b>						
Vehicle rental	\$ -	\$ -	\$ 3,941	\$ 623	\$ -	\$ 4,564
Other	3	-	1,044	2,038	(1,665)	1,420
Net revenues	<u>3</u>	<u>-</u>	<u>4,985</u>	<u>2,661</u>	<u>(1,665)</u>	<u>5,984</u>
<b>Expenses</b>						
Operating	3	12	2,629	503	-	3,147
Vehicle depreciation and lease charges, net	-	-	1,486	1,276	(1,065)	1,697
Selling, general and administrative	15	-	563	77	-	655
Vehicle interest, net	-	-	295	207	(181)	321
Non-vehicle related depreciation and amortization	-	-	80	8	-	88
Interest expense related to corporate debt, net:						
Interest expense	(1)	133	-	(3)	-	129
Intercompany interest expense (income)	-	(133)	133	-	-	-
Restructuring charges	-	-	25	3	-	28
Impairment	18	12	1,214	18	-	1,262
Separation costs	(2)	2	-	-	-	-
Total expenses	<u>33</u>	<u>26</u>	<u>6,425</u>	<u>2,089</u>	<u>(1,246)</u>	<u>7,327</u>
<b>Income (loss) before income taxes and equity in earnings of subsidiaries</b>	(30)	(26)	(1,440)	572	(419)	(1,343)
Provision for (benefit) from income taxes	(14)	2	(272)	65	-	(219)
Equity in earnings (loss) of subsidiaries	<u>(1,108)</u>	<u>(1,080)</u>	<u>88</u>	<u>-</u>	<u>2,100</u>	<u>-</u>
<b>Net income (loss)</b>	<u><u>\$(1,124)</u></u>	<u><u>\$ (1,108)</u></u>	<u><u>\$ (1,080)</u></u>	<u><u>\$ 507</u></u>	<u><u>\$ 1,681</u></u>	<u><u>\$(1,124)</u></u>

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**Consolidating Condensed Balance Sheets**

As of December 31, 2010

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
<b>Assets</b>						
Current assets:						
Cash and cash equivalents	\$ 257	\$ 513	\$ 3	\$ 138	\$ -	\$ 911
Receivables, net	-	77	148	90	-	315
Deferred income taxes	8	-	122	5	(5)	130
Other current assets	70	65	84	97	(34)	282
Total current assets	335	655	357	330	(39)	1,638
Property and equipment, net	-	61	321	43	-	425
Deferred income taxes	44	300	229	14	-	587
Goodwill	-	-	74	2	-	76
Other intangibles, net	-	7	382	92	-	481
Other non-current assets	140	97	11	24	(17)	255
Intercompany receivables (payables)	105	539	(792)	148	-	-
Investment in subsidiaries	337	1,112	2,392	-	(3,841)	-
Total assets exclusive of assets under vehicle programs	961	2,771	2,974	653	(3,897)	3,462
Assets under vehicle programs:						
Program cash	-	-	-	4	-	4
Vehicles, net	-	8	24	6,390	-	6,422
Receivables from vehicle manufacturers and other	-	-	-	149	-	149
Investment in Avis Budget Rental Car Funding (AESOP) LLC-related party	-	-	-	290	-	290
	-	8	24	6,833	-	6,865
<b>Total assets</b>	<b>\$ 961</b>	<b>\$ 2,779</b>	<b>\$ 2,998</b>	<b>\$ 7,486</b>	<b>\$ (3,897)</b>	<b>\$10,327</b>
<b>Liabilities and stockholders' equity</b>						
Current liabilities:						
Accounts payable and other current liabilities	\$ 72	\$ 250	\$ 488	\$ 148	\$ (33)	\$ 925
Current portion of long-term debt	-	4	4	-	-	8
Total current liabilities	72	254	492	148	(33)	933
Long-term debt	345	2,139	10	-	-	2,494
Other non-current liabilities	134	58	237	120	(14)	535
Total liabilities exclusive of liabilities under vehicle programs	551	2,451	739	268	(47)	3,962
Liabilities under vehicle programs:						
Debt	-	7	-	521	-	528
Due to Avis Budget Rental Car Funding (AESOP) LLC-related party	-	-	-	3,987	-	3,987
Deferred income taxes	-	-	1,147	186	-	1,333
Other	-	-	-	107	-	107
	-	7	1,147	4,801	-	5,955
Total stockholders' equity	410	321	1,112	2,417	(3,850)	410
<b>Total liabilities and stockholders' equity</b>	<b>\$ 961</b>	<b>\$ 2,779</b>	<b>\$ 2,998</b>	<b>\$ 7,486</b>	<b>\$ (3,897)</b>	<b>\$10,327</b>

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As of December 31, 2009

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
<b>Assets</b>						
Current assets:						
Cash and cash equivalents	\$ 242	\$ 70	\$ 7	\$ 163	\$ -	\$ 482
Receivables, net	-	82	136	72	-	290
Deferred income taxes	8	-	111	4	(16)	107
Other current assets	674	60	70	77	(30)	851
Total current assets	924	212	324	316	(46)	1,730
Property and equipment, net	-	57	344	41	-	442
Deferred income taxes	54	274	257	12	-	597
Goodwill	-	-	74	2	-	76
Other intangibles, net	-	7	385	86	-	478
Other non-current assets	166	69	10	48	(45)	248
Intercompany receivables (payables)	22	637	(938)	279	-	-
Investment in subsidiaries	137	932	2,203	-	(3,272)	-
Total assets exclusive of assets under vehicle programs	1,303	2,188	2,659	784	(3,363)	3,571
Assets under vehicle programs:						
Program cash	-	-	-	157	-	157
Vehicles, net	-	10	141	5,816	-	5,967
Receivables from vehicle manufacturers and other	-	-	-	170	-	170
Investment in Avis Budget Rental Car Funding (AESOP) LLC-related party	-	-	-	228	-	228
	-	10	141	6,371	-	6,522
<b>Total assets</b>	<b>\$ 1,303</b>	<b>\$ 2,198</b>	<b>\$ 2,800</b>	<b>\$ 7,155</b>	<b>\$ (3,363)</b>	<b>\$10,093</b>
<b>Liabilities and stockholders' equity</b>						
Current liabilities:						
Accounts payable and other current liabilities	\$ 572	\$ 168	\$ 471	\$ 105	\$ (44)	\$ 1,272
Current portion of long-term debt	-	10	2	-	-	12
Total current liabilities	572	178	473	105	(44)	1,284
Long-term debt	345	1,770	4	-	-	2,119
Other non-current liabilities	164	123	267	118	(42)	630
Total liabilities exclusive of liabilities under vehicle programs	1,081	2,071	744	223	(86)	4,033
Liabilities under vehicle programs:						
Debt	-	10	31	673	-	714
Due to Avis Budget Rental Car Funding (AESOP) LLC-related party	-	-	-	3,660	-	3,660
Deferred income taxes	-	-	1,093	174	-	1,267
Other	-	-	-	197	-	197
	-	10	1,124	4,704	-	5,838
Total stockholders' equity	222	117	932	2,228	(3,277)	222
<b>Total liabilities and stockholders' equity</b>	<b>\$ 1,303</b>	<b>\$ 2,198</b>	<b>\$ 2,800</b>	<b>\$ 7,155</b>	<b>\$ (3,363)</b>	<b>\$10,093</b>

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**Consolidating Condensed Statements of Cash Flows**

For the Year Ended December 31, 2010

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
Net cash provided by (used in) operating activities	\$ 72	\$ 61	\$ (263)	\$ 1,470	\$ 300	\$ 1,640
<b>Investing activities</b>						
Property and equipment additions	-	(13)	(42)	(6)	-	(61)
Proceeds received on asset sales	-	12	-	2	-	14
Net assets acquired (net of cash acquired) and acquisition-related payments	-	-	-	(2)	-	(2)
Other, net	(3)	(3)	-	-	-	(6)
<b>Net cash (used in) investing activities exclusive of vehicle programs</b>	<u>(3)</u>	<u>(4)</u>	<u>(42)</u>	<u>(6)</u>	<u>-</u>	<u>(55)</u>
<i>Vehicle programs:</i>						
Decrease in program cash	-	-	-	162	-	162
Investment in vehicles	-	(20)	-	(8,011)	-	(8,031)
Proceeds received on disposition of vehicles	-	34	9	6,276	-	6,319
Investment in debt securities of AESOP - related party	(570)	-	-	-	-	(570)
Investment in debt securities of AESOP - related party	570	-	-	-	-	570
Other, net	-	-	-	2	-	2
	<u>-</u>	<u>14</u>	<u>9</u>	<u>(1,571)</u>	<u>-</u>	<u>(1,548)</u>
<b>Net cash provided by (used in) investing activities</b>	<u>(3)</u>	<u>10</u>	<u>(33)</u>	<u>(1,577)</u>	<u>-</u>	<u>(1,603)</u>
<b>Financing activities</b>						
Proceeds from borrowings	-	1,046	-	-	-	1,046
Principal payments on borrowings	-	(684)	(4)	-	-	(688)
Net intercompany transactions	(62)	80	332	(50)	(300)	-
Debt financing fees	-	(46)	-	-	-	(46)
Other, net	8	2	-	-	-	10
<b>Net cash provided by (used in) financing activities exclusive of vehicle programs</b>	<u>(54)</u>	<u>398</u>	<u>328</u>	<u>(50)</u>	<u>(300)</u>	<u>322</u>
<i>Vehicle programs:</i>						
Proceeds from borrowings	-	-	-	9,355	-	9,355
Principal payments on borrowings	-	(1)	(31)	(9,120)	-	(9,152)
Net change in short-term borrowings	-	-	-	(110)	-	(110)
Debt financing fees	-	(25)	(5)	(5)	-	(35)
	<u>-</u>	<u>(26)</u>	<u>(36)</u>	<u>120</u>	<u>-</u>	<u>58</u>
<b>Net cash provided by (used in) financing activities</b>	<u>(54)</u>	<u>372</u>	<u>292</u>	<u>70</u>	<u>(300)</u>	<u>380</u>
Effect of changes in exchange rates on cash and cash equivalents	-	-	-	12	-	12
Net increase (decrease) in cash and cash equivalents	15	443	(4)	(25)	-	429
Cash and cash equivalents, beginning of period	242	70	7	163	-	482
Cash and cash equivalents, end of period	<u>\$ 257</u>	<u>\$ 513</u>	<u>\$ 3</u>	<u>\$ 138</u>	<u>\$ -</u>	<u>\$ 911</u>

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For the Year Ended December 31, 2009

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
Net cash provided by (used in) operating activities	\$ (70)	\$ 60	\$ 57	\$ 1,448	\$ (4)	\$ 1,491
<b>Investing activities</b>						
Property and equipment additions	-	(10)	(26)	(3)	-	(39)
Proceeds received on asset sales	-	13	-	1	-	14
Other, net	2	(2)	(1)	1	-	-
<b>Net cash provided by (used in) investing activities exclusive of vehicle programs</b>	<u>2</u>	<u>1</u>	<u>(27)</u>	<u>(1)</u>	<u>-</u>	<u>(25)</u>
<i>Vehicle programs:</i>						
Increase in program cash	-	-	-	(145)	-	(145)
Investment in vehicles	-	(36)	-	(6,739)	-	(6,775)
Proceeds received on disposition of vehicles	-	74	7	7,063	-	7,144
Other, net	-	-	-	(33)	-	(33)
	<u>-</u>	<u>38</u>	<u>7</u>	<u>146</u>	<u>-</u>	<u>191</u>
<b>Net cash provided by (used in) investing activities</b>	<u>2</u>	<u>39</u>	<u>(20)</u>	<u>145</u>	<u>-</u>	<u>166</u>
<b>Financing activities</b>						
Proceeds from borrowings	345	100	-	-	-	445
Principal payments on borrowings	-	(109)	(2)	-	-	(111)
Proceeds from warrant issuance	62	-	-	-	-	62
Purchases call options	(95)	-	-	-	-	(95)
Net intercompany transactions	-	(2)	52	(54)	4	-
Debt financing fees	(11)	-	-	-	-	(11)
Other, net	(2)	-	-	-	-	(2)
<b>Net cash provided by (used in) financing activities exclusive of vehicle programs</b>	<u>299</u>	<u>(11)</u>	<u>50</u>	<u>(54)</u>	<u>4</u>	<u>288</u>
<i>Vehicle programs:</i>						
Proceeds from borrowings	-	-	-	7,527	-	7,527
Principal payments on borrowings	-	(43)	(95)	(9,009)	-	(9,147)
Net change in short-term borrowings	-	-	-	(107)	-	(107)
Debt financing fees	-	(26)	-	-	-	(26)
	<u>-</u>	<u>(69)</u>	<u>(95)</u>	<u>(1,589)</u>	<u>-</u>	<u>(1,753)</u>
<b>Net cash provided by (used in) financing activities</b>	<u>299</u>	<u>(80)</u>	<u>(45)</u>	<u>(1,643)</u>	<u>4</u>	<u>(1,465)</u>
Effect of changes in exchange rates on cash and cash equivalents	-	-	-	32	-	32
Net increase (decrease) in cash and cash equivalents	231	19	(8)	(18)	-	224
Cash and cash equivalents, beginning of period	11	51	15	181	-	258
Cash and cash equivalents, end of period	<u>\$ 242</u>	<u>\$ 70</u>	<u>\$ 7</u>	<u>\$ 163</u>	<u>\$ -</u>	<u>\$ 482</u>

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For the Year Ended December 31, 2008

	<u>Parent</u>	<u>Subsidiary Issuers</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
Net cash provided by (used in) operating activities	\$ (7)	\$ 74	\$ 159	\$ 1,512	\$ (34)	\$ 1,704
<b>Investing activities</b>						
Property and equipment additions	-	(20)	(53)	(10)	-	(83)
Net assets acquired (net of cash acquired) and acquisition-related payments	-	-	(72)	(16)	-	(88)
Proceeds received on asset sales	-	10	5	2	-	17
Other, net	(4)	(3)	(11)	1	-	(17)
<b>Net cash provided by (used in) investing activities exclusive of vehicle programs</b>	<u>(4)</u>	<u>(13)</u>	<u>(131)</u>	<u>(23)</u>	<u>-</u>	<u>(171)</u>
<i>Vehicle programs:</i>						
Increase in program cash	-	(8)	-	(3)	-	(11)
Investment in vehicles	-	(129)	(9)	(8,470)	-	(8,608)
Proceeds received on disposition of vehicles	-	117	3	6,602	-	6,722
Other, net	-	-	-	(28)	-	(28)
	<u>-</u>	<u>(20)</u>	<u>(6)</u>	<u>(1,899)</u>	<u>-</u>	<u>(1,925)</u>
<b>Net cash provided by (used in) investing activities</b>	<u>(4)</u>	<u>(33)</u>	<u>(137)</u>	<u>(1,922)</u>	<u>-</u>	<u>(2,096)</u>
<b>Financing activities</b>						
Principal payments on borrowings	(1)	(9)	-	-	-	(10)
Repurchase of common stock	(33)	-	-	-	-	(33)
Net intercompany transactions	19	(20)	61	(94)	34	-
Debt financing fees	-	(29)	-	-	-	(29)
Other, net	-	1	-	-	-	1
<b>Net cash provided by (used in) financing activities exclusive of vehicle programs</b>	<u>(15)</u>	<u>(57)</u>	<u>61</u>	<u>(94)</u>	<u>34</u>	<u>(71)</u>
<i>Vehicle programs:</i>						
Proceeds from borrowings	-	30	-	8,446	-	8,476
Principal payments on borrowings	-	(30)	(78)	(7,952)	-	(8,060)
Net change in short-term borrowings	-	-	-	152	-	152
Debt financing fees	-	(32)	(2)	-	-	(34)
	<u>-</u>	<u>(32)</u>	<u>(80)</u>	<u>646</u>	<u>-</u>	<u>534</u>
<b>Net cash provided by (used in) financing activities</b>	<u>(15)</u>	<u>(89)</u>	<u>(19)</u>	<u>552</u>	<u>34</u>	<u>463</u>
Effect of changes in exchange rates on cash and cash equivalents	-	-	-	(27)	-	(27)
Net increase (decrease) in cash and cash equivalents	(26)	(48)	3	115	-	44
Cash and cash equivalents, beginning of period	37	99	12	66	-	214
Cash and cash equivalents, end of period	<u>\$ 11</u>	<u>\$ 51</u>	<u>\$ 15</u>	<u>\$ 181</u>	<u>\$ -</u>	<u>\$ 258</u>

**23. Selected Quarterly Financial Data—(unaudited)**

Provided below are selected unaudited quarterly financial data for 2010 and 2009.

The underlying diluted per share information is calculated independently for each quarter from the weighted average common stock and common stock equivalents outstanding, which may fluctuate, based on quarterly income levels and market prices. Therefore, the sum of the quarters' per share information may not equal the annual amount presented on the Consolidated Statements of Operations.

	<b>2010</b>			
	<b>First <sup>(a)(b)</sup></b>	<b>Second <sup>(c)</sup></b>	<b>Third <sup>(d)</sup></b>	<b>Fourth <sup>(a)(e)</sup></b>
Net revenues	\$ 1,153	\$ 1,294	\$ 1,512	\$ 1,226
Net income (loss)	(38)	26	90	(24)
<i>Per share information:</i>				
Basic				
Net income (loss)	\$ (0.37)	\$ 0.25	\$ 0.88	\$ (0.23)
Weighted average shares	102.6	103.1	103.2	103.3
Diluted				
Net income (loss)	\$ (0.37)	\$ 0.22	\$ 0.73	\$ (0.23)
Weighted average shares	102.6	126.6	126.6	103.3
<b>2009</b>				
	<b>First <sup>(a)(f)</sup></b>	<b>Second <sup>(a)(g)</sup></b>	<b>Third <sup>(h)</sup></b>	<b>Fourth <sup>(a)(i)</sup></b>
Net revenues	\$ 1,194	\$ 1,312	\$ 1,465	\$ 1,160
Net income (loss)	(49)	(6)	57	(49)
<i>Per share information:</i>				
Basic				
Net income (loss)	\$ (0.48)	\$ (0.06)	\$ 0.55	\$ (0.47)
Weighted average shares	101.8	102.2	102.3	102.3
Diluted				
Net income (loss)	\$ (0.48)	\$ (0.06)	\$ 0.54	\$ (0.47)
Weighted average shares	101.8	102.2	104.5	102.3

- <sup>(a)</sup> As the Company incurred a loss from continuing operations for this period, all outstanding stock options, restricted stock units, stock warrants and issuable shares underlying the convertible notes issued in 2009 are anti-dilutive for such period. Accordingly, basic and diluted weighted average shares outstanding are equal for such period.
- <sup>(b)</sup> Net income for first quarter 2010 includes charges of \$40 million (\$24 million, net of tax) related to the early extinguishment of corporate debt and \$1 million (\$1 million, net of tax) related to the Company's restructuring initiatives (see Note 4—Restructuring Charges).
- <sup>(c)</sup> Net income for second quarter 2010 includes a \$2 million charge (\$1 million, net of tax) related to the Company's restructuring initiatives, \$2 million (\$1 million, net of tax) of expenses related to the potential acquisition of Dollar Thrifty and \$1 million (\$1 million, net of tax) of expense related to a charge recorded in 2009 for an adverse litigation judgment.
- <sup>(d)</sup> Net income for third quarter 2010 includes \$6 million (\$4 million, net of tax) in restructuring charges and \$5 million (\$3 million, net of tax) of expenses related to the potential acquisition of Dollar Thrifty.
- <sup>(e)</sup> Net income for fourth quarter 2010 includes charges of \$12 million (\$8 million, net of tax) related to the early extinguishment of corporate debt, \$15 million (\$9 million, net of tax) of general and administrative expenses and interest expense related to the potential acquisition of Dollar Thrifty and \$2 million (\$1 million, net of tax) related to the Company's restructuring initiatives.
- <sup>(f)</sup> Net income for first quarter 2009 includes charges of \$6 million (\$3 million, net of tax) related to the Company's restructuring initiatives and \$1 million (\$1 million, net of tax) for the impairment of an investment.
- <sup>(g)</sup> Net income for second quarter 2009 includes a charge of \$8 million (\$4 million, net of tax) related to the Company's restructuring initiatives.



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- <sup>(h)</sup> Net income for third quarter 2009 includes \$18 million (\$11 million, net of tax) related to an adverse litigation judgment and \$1 million (\$1 million, net of tax) related to the Company's restructuring initiatives.
- <sup>(i)</sup> Net income for fourth quarter 2009 includes charges of \$32 million (\$19 million, net of tax) for the impairment of an investment and \$5 million (\$3 million, net of tax) related to the Company's restructuring initiatives.

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(in millions)**

<u>Description</u>	<u>Balance at Beginning of Period</u>	<u>Expensed</u>	<u>Other – Translation Adjustment</u>	<u>Deductions</u>	<u>Balance at End of Period</u>
Allowance for Doubtful Accounts:					
Year Ended December 31,					
2010	\$ 14	\$ 6	\$ 1	\$ (5)	\$ 16
2009	17	6	(1)	(8)	14
2008	19	10	(2)	(10)	17
Tax Valuation Allowance:					
Year Ended December 31,					
2010	\$ 166	\$ 26	\$ -	\$ -	\$ 192
2009	157	9	-	-	166
2008	137	20	-	-	157

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
2.1	Separation and Distribution Agreement by and among Cendant Corporation*, Realogy Corporation, Wyndham Worldwide Corporation and Travelport Inc., dated as of July 27, 2006 (Incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K dated August 1, 2006).
2.2	Letter Agreement dated August 23, 2006 related to the Separation and Distribution Agreement by and among Realogy Corporation, Cendant Corporation*, Wyndham Worldwide Corporation and Travelport Inc. dated as of July 27, 2006 (Incorporated by reference to Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2007).
3.1	Amended and Restated Certificate of Incorporation of the Company (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated September 5, 2006).
3.2	Amended and Restated Bylaws of Avis Budget Group, Inc. (as of November 5, 2009) (Incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K dated November 5, 2009).
4.1(a)	Indenture, dated as of April 19, 2006, among Avis Budget Car Rental, LLC, Avis Budget Finance, Inc., the guarantors from time to time parties thereto and the Bank of Nova Scotia Trust Company of New York, as trustee, relating to \$1,000 million aggregate principal amount of senior notes, consisting of \$250 million aggregate principal amount of Floating Rate Senior Notes due 2014, \$375 million aggregate principal amount of 7.625% Senior Notes due 2014 and \$375 million aggregate principal amount of 7.750% Senior Notes due 2016 (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated April 21, 2006).
4.1(b)	Supplemental Indenture, dated as of February 9, 2007, to the Indenture, dated as of April 19, 2006, among Avis Budget Car Rental, LLC, Avis Budget Finance, Inc., the guarantors from time to time parties thereto and the Bank of Nova Scotia Trust Company of New York, as trustee (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated February 9, 2007).
4.1(c)	Second Supplemental Indenture, dated as of January 28, 2009, among Avis Budget Car Rental, LLC and Avis Budget Finance, Inc., as Issuers, the guarantors from time to time parties thereto and the Bank of Nova Scotia Trust Company of New York, as trustee (Incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008).
4.1(d)	Third Supplemental Indenture, dated as of November 5, 2009 among Avis Budget Car Rental, LLC and Avis Budget Finance, Inc. as Issuers, the guarantors from time to time parties thereto and the Bank of Nova Scotia Trust Company of New York, as trustee (Incorporated by reference to Exhibit 4.1(d) to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010).
4.2	Form of Exchange Floating Rate Note (Included in Exhibit 10.4 to the Company's Current Report on Form 8-K dated April 21, 2006).
4.3	Form of Exchange 7.625% Note (Included in Exhibit 10.4 to the Company's Current Report on Form 8-K dated April 21, 2006).
4.4	Form of Exchange 7.75% Note (Included in Exhibit 10.4 to the Company's Current Report on Form 8-K dated April 21, 2006).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
4.5	Indenture dated as of October 13, 2009, by and between Avis Budget Group, Inc. and The Bank of Nova Scotia Trust Company of New York, as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated October 13, 2009).
4.6	Indenture dated as of March 10, 2010 among Avis Budget Car Rental, LLC and Avis Budget Finance, Inc., as Issuers, the Guarantors from time to time parties thereto and The Bank of Nova Scotia Trust Company of New York as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated March 11, 2010).
4.7	Form of 9 5/8% Senior Notes Due 2018 (Incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K dated March 11, 2010).
4.8	Indenture dated as of October 15, 2010 among Avis Budget Car Rental, LLC and Avis Budget Finance, Inc., as Issuers, the Guarantors from time to time parties thereto and The Bank of Nova Scotia Trust Company of New York as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated October 18, 2010).
4.9	Form of 8.25% Senior Notes Due 2019 (Incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K dated October 18, 2010).
10.1	Amended and Restated Employment Agreement between Avis Budget Group, Inc. and Ronald L. Nelson (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated January 29, 2010). †
10.2	Employment Agreement between Avis Budget Group, Inc. and F. Robert Salerno (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated December 31, 2008). †
10.3	Employment Agreement between Avis Budget Group, Inc. and David B. Wyshner (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K dated December 31, 2008). †
10.4	Agreement between Avis Budget Group, Inc. and Mark J. Servodidio (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated December 31, 2008). †
10.5	Agreement between Avis Budget Group, Inc. and Larry D. De Shon (Incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K dated December 31, 2008). †
10.6	Agreement between Avis Budget Group, Inc. and Patric T. Siniscalchi (Incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008). †
10.7(a)	Agreement between Avis Budget Group, Inc. and Thomas Gartland dated April 21, 2008 (Incorporated by reference to Exhibit 10.7(a) to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010). †
10.7(b)	Agreement between Avis Budget Group, Inc. and Thomas Gartland dated December 19, 2008 (Incorporated by reference to Exhibit 10.7(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010). †
10.8	Form of Avis Budget Group, Inc. Severance Agreement (Incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010). †

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.9(a)	1987 Stock Option Plan, as amended (Incorporated by reference to Exhibit 10.16 to the Company's Form 10-Q for the quarterly period ended October 31, 1996 dated December 13, 1996, File No. 1-10308). †
10.9(b)	Amendment to 1987 Stock Option Plan dated January 3, 2001 (Incorporated by reference to Exhibit 10.7(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 dated March 29, 2001). †
10.10(a)	1997 Stock Option Plan (Incorporated by reference to Exhibit 10.23 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended April 30, 1997 dated June 16, 1997, File No. 1-10308). †
10.10(b)	Amendment to 1997 Stock Option Plan dated January 3, 2001 (Incorporated by reference to Exhibit 10.11(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 dated March 29, 2001). †
10.10(c)	Amendment to 1997 Stock Option Plan dated March 19, 2002 (Incorporated by reference to Exhibit 10.11(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 dated March 5, 2003). †
10.11(a)	Avis Budget Group, Inc. 2007 Equity and Incentive Plan (Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2007 dated August 8, 2007). †
10.11(b)	Amendment to the Avis Budget Group, Inc. 2007 Equity And Incentive Plan dated March 20, 2008 (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2008 dated May 7, 2008). †
10.11(c)	Amendment No. 2 to the Avis Budget Group, Inc. 2007 Equity and Incentive Plan (Incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K dated June 18, 2009). †
10.11(d)	Amendment No. 3 to the Avis Budget Group, Inc. 2007 Equity and Incentive Plan (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009). †
10.11(e)	Amendment No. 4 to the Avis Budget Group, Inc. 2007 Equity and Incentive Plan dated January 27, 2010 (Incorporated by reference to Exhibit 10.11(e) to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010). †
10.12(a)	1997 Stock Incentive Plan (Incorporated by reference to Appendix E to the Joint Proxy Statement/ Prospectus included as part of the Company's Registration Statement on Form S-4, Registration No. 333-34517, dated August 28, 1997). †
10.12(b)	Amendment to 1997 Stock Incentive Plan dated March 27, 2000 (Incorporated by reference to Exhibit 10.12(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 dated March 29, 2001). †
10.12(c)	Amendment to 1997 Stock Incentive Plan dated March 28, 2000 (Incorporated by reference to Exhibit 10.12(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 dated March 29, 2001). †
10.12(d)	Amendment to 1997 Stock Incentive Plan dated January 3, 2001 (Incorporated by reference to Exhibit 10.12(d) to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 dated March 29, 2001). †
10.13(a)	1997 Employee Stock Plan (Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-8, Registration No. 333-45183, dated January 29, 1998). †

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.13(b)	Amendment to 1997 Employee Stock Plan dated January 3, 2001 (Incorporated by reference to Exhibit 10.15(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2003 dated March 1, 2004). †
10.14	Amendment to Certain Stock Plans (Incorporated by reference to Exhibit 10.16(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2003 dated March 5, 2003). †
10.15	1999 Broad-Based Employee Stock Option Plan, including the Third Amendment dated March 19, 2002, Second Amendment dated April 2, 2001 and First Amendment dated March 29, 1999 (Incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 dated March 5, 2003). †
10.16	Amendment to Various Equity-Based Plans (Incorporated by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005 dated March 1, 2006). †
10.17	Avis Budget Group, Inc. Employee Stock Purchase Plan (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated June 18, 2009). †
10.18(a)	Form of Award Agreement—Restricted Stock Units (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 4, 2006). †
10.18(b)	Form of Award Agreement—Stock Appreciation Rights (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated August 4, 2006). †
10.18(c)	Form of Award Agreement— Stock Options (Incorporated by reference to Exhibit 10.15(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2008). †
10.18(d)	Form of Award Agreement— Stock Options (Incorporated by reference to Exhibit 10.15(d) to the Company's Annual Report on Form 10-K for the year ended December 31, 2008). †
10.18(e)	Form of Other Stock or Cash-Based Award Agreement (Incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009). †
10.19(a)	Avis Budget Group, Inc. Non-Employee Directors Deferred Compensation Plan, Amended and Restated as of January 1, 2007 (Incorporated by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008). †
10.19(b)	First Amendment to the Avis Budget Group, Inc. Non-Employee Directors Deferred Compensation Plan dated January 28, 2010 (Incorporated by reference to Exhibit 10.19(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010). †
10.20	Avis Budget Group, Inc. Deferred Compensation Plan, amended and restated as of November 1, 2008 (Incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008). †
10.21	Avis Budget Group, Inc. Savings Restoration Plan, amended and restated as of November 1, 2008 (Incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008). †
10.22	Amended and Restated Equalization Benefit Plan (Incorporated by reference to Exhibit 10.59 to the Company's Annual Report on Form 10-K for the year ended December 31, 2007, dated February 29, 2008). †

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.23	Avis Rent A Car System, LLC Pension Plan (Incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008). †
10.24(a)	Asset and Stock Purchase Agreement by and among Budget Group, Inc. and certain of its Subsidiaries, Cendant Corporation* and Cherokee Acquisition Corporation dated as of August 22, 2002 (Incorporated by reference to Exhibit 10.71 to the Company's Annual Report on Form 10-K/A for the year ended December 31, 2001 dated November 4, 2002).
10.24(b)	First Amendment to Asset and Stock Purchase Agreement by and among Budget Group, Inc. and certain of its Subsidiaries, Cendant Corporation* and Cherokee Acquisition Corporation dated as of September 10, 2002 (Incorporated by reference to Exhibit 10.72 to the Company's Annual Report on Form 10-K/A for the year ended December 31, 2001 dated November 4, 2002).
10.25	Separation Agreement, dated as of January 31, 2005, by and between Cendant Corporation* and PHH Corporation (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K dated February 4, 2005).
10.26	Tax Sharing Agreement, dated as of January 31, 2005, by and among Cendant Corporation*, PHH Corporation and certain affiliates of PHH Corporation named therein (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated February 4, 2005).††
10.27	Cendant Corporation* Officer Personal Financial Services Policy (Incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K dated January 26, 2005).
10.28	Purchase Agreement, dated as of June 30, 2006, by and among the Company, Travelport Inc. and TDS Investor LLC (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated June 30, 2006).
10.29	Transition Services Agreement among Cendant Corporation*, Realogy Corporation, Wyndham Worldwide Corporation and Travelport Inc., dated as of July 27, 2006 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 1, 2006).
10.30(a)	Tax Sharing Agreement among Cendant Corporation*, Realogy Corporation, Wyndham Worldwide Corporation and Travelport Inc., dated as of July 28, 2006 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 1, 2006).
10.30(b)	Amendment to the Tax Sharing Agreement, dated July 28, 2006, among Avis Budget Group, Inc., Realogy Corporation, Wyndham Worldwide Corporation and Travelport Inc. (Incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2008 dated August 7, 2008).
10.31(a)	Purchase Agreement by and among Cendant Corporation*, Affinity Acquisition, Inc. and Affinity Acquisition Holdings, Inc. dated as of July 26, 2005 (Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2005 dated November 2, 2005).
10.31(b)	Amendment No. 1 dated as of October 17, 2005 to the Purchase Agreement dated as of July 26, 2005 by and among Cendant Corporation*, Affinity Acquisition, Inc. (now known as Affinion Group, Inc. ) and Affinity Acquisition Holdings, Inc. (now known as Affinion Group Holdings, Inc.) (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2005 dated November 2, 2005).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.32	Trademark License Agreement between Wizard Co. Inc. and Avis Europe plc (Incorporated by reference to Exhibit 10.60 to the Company's Annual Report on Form 10-K for the year ended December 31, 2007, dated February 29, 2008).
10.33	System License Agreement between Avis Rent A Car System, Inc. and Avis Europe plc (Incorporated by reference to Exhibit 10.61 to the Company's Annual Report on Form 10-K for the year ended December 31, 2007, dated February 29, 2008).
10.34	Agreement dated as of December 1, 2008 between Avis Budget Car Rental, LLC and General Motors (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated December 8, 2008). ††
10.35	Agreement dated August 27, 2010 between Avis Budget Car Rental, LLC and General Motors (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 30, 2010). ††
10.36	Supply and Feature Agreement dated October 30, 2007, by and among Ford Motor Company, Avis Budget Car Rental, LLC and AESOP Leasing L.P. (Incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009). ††
10.37	Avis Budget Car Rental 2010 Model Year Program Letter dated August 28, 2009 between Avis Budget Car Rental, LLC and Ford Motor Company (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated September 2, 2009). ††
10.38	Avis Budget Car Rental 2011 Model Year Program Letter dated August 12, 2010 between Avis Budget Car Rental, LLC and Ford Motor Company (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 13, 2010). ††
10.39(a)	Second Amended and Restated Base Indenture, dated as of June 3, 2004, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer, and The Bank of New York, as Trustee (Incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2004, dated August 2, 2004).
10.39(b)	Supplemental Indenture No. 1, dated as of December 23, 2005, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer, and The Bank of New York, as Trustee, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated January 20, 2006).
10.39(c)	Supplemental Indenture No. 2, dated as of May 9, 2007, among Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, and The Bank of New York Trust Company, N.A. (as successor in interest to The Bank of New York), as Trustee, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.6 to the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.40(a)	Second Amended and Restated Loan Agreement, dated as of June 3, 2004, among AESOP Leasing L.P., as Borrower, Quartx Fleet Management, Inc., as a Permitted Nominee, PV Holding Corp., as a Permitted Nominee, and Cendant Rental Car Funding (AESOP) LLC***, as Lender (Incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2004, dated August 2, 2004).



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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.40(b)	First Amendment, dated as of December 23, 2005, among AESOP Leasing L.P., as Borrower, Quartx Fleet Management, Inc., as a Permitted Nominee, PV Holding Corp., as Permitted Nominee, and Cendant Rental Car Funding (AESOP) LLC***, as Lender, to the Second Amended and Restated Loan Agreement, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated January 20, 2006).
10.40(c)	Second Amendment, dated as of May 9, 2007, among AESOP Leasing L.P., as Borrower, PV Holding Corp., as Permitted Nominee, Quartx Fleet Management, Inc., as Permitted Nominee, and Avis Budget Rental Car Funding (AESOP) LLC, as Lender, to the Second Amended and Restated Loan Agreement, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.8 the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.41(a)	Amended and Restated Loan Agreement, dated as of June 3, 2004, among AESOP Leasing L.P., as Borrower, and Cendant Rental Car Funding (AESOP) LLC***, as Lender (Incorporated by reference to Exhibit 10.29(a) to the Company's Annual Report on Form 10-K for the year ended December 31, 2006, dated March 1, 2007).
10.41(b)	First Amendment, dated as of December 23, 2005, among AESOP Leasing L.P., as Borrower, and Cendant Rental Car Funding (AESOP) LLC***, as Lender, to the Amended and Restated Loan Agreement, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.29(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2006, dated March 1, 2007).
10.41(c)	Second Amendment, dated as of the May 9, 2007, among AESOP Leasing L.P., as Borrower, and Avis Budget Rental Car Funding (AESOP) LLC, as Lender, to the Amended and Restated Loan Agreement, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.7 the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.42(a)	Second Amended and Restated Master Motor Vehicle Operating Lease Agreement, dated as of June 3, 2004, among AESOP Leasing L.P., as Lessor, and Cendant Car Rental Group, Inc.**, as Lessee and as Administrator (Incorporated by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2004, dated August 2, 2004).
10.42(b)	First Amendment, dated December 23, 2005, among AESOP Leasing L.P., as Lessor, and Cendant Car Rental Group, Inc.**, as Lessee and as Administrator, to the Second Amended and Restated Master Motor Vehicle Operating Lease Agreement, dated as of December 23, 2005 (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K dated January 20, 2006).
10.42(c)	Third Amendment, dated as of May 9, 2007, among AESOP Leasing L.P., as Lessor and Avis Budget Car Rental, LLC, as Lessee and as the Administrator, to the Second Amended and Restated Master Motor Vehicle Operating Lease Agreement, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.9 the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.43(a)	Amended and Restated Master Motor Vehicle Finance Lease Agreement, dated as of June 3, 2004, among AESOP Leasing L.P., as Lessor, Cendant Car Rental Group, Inc.**, as Lessee, as Administrator and as Finance Lease Guarantor, Avis Rent A Car System, Inc.****, as Lessee, and Budget Rent A Car System, Inc., as Lessee (Incorporated by reference to Exhibit 10.30(a) to the Company's Annual Report on Form 10-K for the year ended December 31, 2006, dated March 1, 2007).

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.43(b)	First Amendment, dated as of December 23, 2005, among AESOP Leasing L.P., as Lessor, Cendant Car Rental Group, Inc.**, as Lessee, as Administrator and as Finance Lease Guarantor, Avis Rent A Car System, Inc.****, as Lessee, and Budget Rent A Car System, Inc., as Lessee, to the Amended and Restated Master Motor Vehicle Finance Lease Agreement, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.30(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2006, dated March 1, 2007).
10.43(c)	Third Amendment, dated as of May 9, 2007, among AESOP Leasing L.P., as Lessor, Avis Budget Car Rental, LLC, as Lessee, as Administrator and as Finance Lease Guarantor, Avis Rent A Car System, LLC, as Lessee, and Budget Rent A Car System, Inc., as Lessee, to the Amended and Restated Master Motor Vehicle Finance Lease Agreement, dated as of June 3, 2004 (Incorporated by reference to Exhibit 10.11 the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.44	Second Amended and Restated Administration Agreement, dated as of June 3, 2004, among Cendant Rental Car Funding (AESOP) LLC***, AESOP Leasing L.P., AESOP Leasing Corp. II, Avis Rent A Car System, Inc.****, Budget Rent A Car System, Inc., Cendant Car Rental Group, Inc.** and The Bank of New York, as Trustee (Incorporated by reference to Exhibit 10.34 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005, dated March 1, 2006).
10.45	Assignment and Assumption Agreement dated as of June 3, 2004, among Avis Rent A Car System, Inc.****, Avis Group Holdings, Inc.***** and Cendant Car Rental Group, Inc.** (Incorporated by reference to Exhibit 10.35 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005, dated March 1, 2006).
10.46(a)	Second Amended and Restated Series 2004-1 Supplement, dated as of June 27, 2006, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer, Avis Budget Car Rental, LLC, as Administrator, Mizuho Corporate Bank, Ltd., as Administrative Agent, certain financial institutions, as Purchasers, and The Bank of New York, as Trustee and Series 2004-1 Agent, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer, and The Bank of New York, as Trustee (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated June 30, 2006).
10.46(b)	First Amendment to the Second Amended and Restated Series 2004-1 Supplement, dated as of May 9, 2007, among Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, Avis Budget Car Rental, LLC, as Administrator, Mizuho Corporate Bank, Ltd., as Administrative Agent, certain financial institutions, as Purchasers, and The Bank of New York Trust Company, N.A. (as successor in interest to The Bank of New York), as Trustee and as Series 2004-1 Agent (Incorporated by reference to Exhibit 10.21 the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.47(a)	Amended and Restated Series 2005-2 Supplement, dated May 20, 2008, between Avis Budget Rental Car Funding (AESOP) LLC (formerly known as Cendant Rental Car Funding (AESOP) LLC), as issuer and The Bank of New York Trust Company, N.A. (as successor in interest to The Bank of New York), as trustee and as Series 2005-2 Agent, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, between Avis Budget Rental Car Funding (AESOP) LLC, as issuer and The Bank of New York Trust Company, N.A. (as successor in interest to The Bank of New York), as trustee (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 22, 2008).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.47(b)	First Amendment, dated as of November 11, 2008, between Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The Bank of New York), as Trustee and as Series 2005-2 Agent, to the Amended and Restated Series 2005-2 Supplement, dated as of May 20, 2008 (Incorporated by reference to Exhibit 10.33(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2008).
10.48(a)	Series 2005-4 Supplement, dated as of June 1, 2005, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer, and The Bank of New York, as Trustee and as Series 2005-4 Agent, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, among Cendant Rental Car Funding (AESOP) LLC*** and The Bank of New York, as Trustee (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated June 7, 2005).
10.48(b)	First Amendment, dated as of December 23, 2005, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer, and The Bank of New York, as Trustee and Series 2005-4 Agent, to the Series 2005-4 Supplement dated as of June 1, 2005 (Incorporated by reference to Exhibit 10.30(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2005, dated March 1, 2006).
10.48(c)	Second Amendment, dated as of May 9, 2007, among Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, and The Bank of New York Trust Company, N.A. (as successor in interest to The Bank of New York), as Trustee and as Series 2005-4 Agent, to the Series 2005-4 Supplement, dated as of June 1, 2005 (Incorporated by reference to Exhibit 10.25 the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.48(d)	Third Amendment, dated as of November 11, 2008, between Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The Bank of New York), as Trustee and as Series 2005-4 Agent, to the Series 2005-4 Supplement, dated as of June 1, 2005 (Incorporated by reference to Exhibit 10.34(d) to the Company's Annual Report on Form 10-K for the year ended December 31, 2008).
10.49(a)	Series 2006-1 Supplement, dated as of January 19, 2006, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer, and The Bank of New York, as Trustee and as Series 2006-1 Agent, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer and The Bank of New York, as Trustee (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8K dated January 20, 2006).
10.49(b)	First Amendment, dated as of May 9, 2007, among Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, and The Bank of New York Trust Company, N.A. (as successor in interest to The Bank of New York), as Trustee and as Series 2006-1 Agent, to the Series 2006-1 Supplement, dated as of January 11, 2006 (Incorporated by reference to Exhibit 10.26 the Company Form 10-Q for the quarterly period ended June 30, 2007, dated August 8, 2007).
10.49(c)	Second Amendment, dated as of September 1, 2009, to the Series 2006-1 Supplement dated as of January 19, 2006, between Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The Bank of New York Trust Company, N.A.), as trustee and Series 2006-1 Agent (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.50(a)	Series 2007-2 Supplement, dated as of June 6, 2007, among Avis Budget Rental Car Funding (AESOP) LLC, as Issuer and The Bank of New York Trust Company, N.A., as Trustee and Series 2007-2 Agent, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, among Cendant Rental Car Funding (AESOP) LLC***, as Issuer and The Bank of New York, as Trustee, as amended (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated June 8, 2007).
10.50(b)	First Amendment, dated as of November 11, 2008, between Avis Budget Rental Car Funding (AESOP) LLC, as Issuer and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The Bank of New York), as Trustee and Series 2007-2 Agent, to the Series 2007-2 Supplement, dated as of June 6, 2007 (Incorporated by reference to Exhibit 10.36(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2008).
10.51	Second Amended and Restated Series 2008-1 Supplement, dated as of October 22, 2010, among Avis Budget Rental Car Funding (AESOP) LLC, Avis Budget Car Rental, LLC, as administrator, JPMorgan Chase Bank, N.A., as administrative agent, the non-conduit purchasers, the commercial paper conduit purchasers, the funding agents and the APA Banks named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee and as Series 2008-1 Agent (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, dated October 28, 2010).
10.52	Series 2009-1 Supplement, dated as of July 23, 2009, among Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and as Series 2009-1 Agent (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated July 24, 2009).
10.53	Series 2009-2 Supplement, dated as of October 1, 2009, among Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and as Series 2009-2 Agent (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated October 1, 2009).
10.54(a)	Series 2009-3 Supplement, dated as of November 5, 2009, among Avis Budget Rental Car Funding (AESOP) LLC, Avis Budget Car Rental, LLC, as administrator, Deutsche Bank AG, New York Branch, as administrative agent, the commercial paper conduit purchasers, the funding agents and the APA Banks named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee and Series 2009-3 Agent (Incorporated by reference to Exhibit 10.41(a) to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010).
10.54(b)	First Amendment to the Series 2009-3 Supplement dated December 8, 2009 among Avis Budget Rental Car Funding (AESOP) LLC, Avis Budget Car Rental, LLC, as administrator, Deutsche Bank AG, New York Branch, as administrative agent, the commercial paper conduit purchasers, the funding agents and the APA Banks named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee and Series 2009-3 Agent (Incorporated by reference to Exhibit 10.41(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2009 dated February 23, 2010).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.54(c)	Second Amendment to the Series 2009-3 Supplement, dated March 29, 2010, among Avis Budget Rental Car Funding (AESOP) LLC, Avis Budget Car Rental, LLC, as administrator, Deutsche Bank AG, New York Branch, as administrative agent, the commercial paper conduit purchasers, the funding agents and the APA Banks named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee and Series 2009-3 Agent (Incorporated by reference to Exhibit 10.7 to Avis Budget Group's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010).
10.55	Approval Letter dated July 21, 2010 between Avis Budget Rental Car Funding (AESOP) LLC and certain noteholders listed as parties thereto, pursuant to the terms of the Series 2009-3 Supplement to the Amended and Restated Base Indenture (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated July 27, 2010).
10.56	Approval Letter dated October 7, 2010 between Avis Budget Rental Car Funding (AESOP) LLC and certain noteholders listed as parties thereto, pursuant to the terms of the Series 2009-3 Supplement to the Amended and Restated Base Indenture (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated October 12, 2010).
10.57	Series 2010-2 Supplement, dated as of March 23, 2010, among Avis Budget Car Rental Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and as Series 2010-2 Agent (Incorporated by reference to Exhibit 10.1 to Avis Budget Group's Current Report on Form 8-K dated March 11, 2010).
10.58	Series 2010-3 Supplement, dated as of March 23, 2010, among Avis Budget Car Rental Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and as Series 2010-3 Agent (Incorporated by reference to Exhibit 10.2 to Avis Budget Group's Current Report on Form 8-K dated March 11, 2010).
10.59	Series 2010-4 Supplement, dated as of October 28, 2010, among Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and as Series 2010-4 Agent (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, dated October 28, 2010).
10.60	Series 2010-5 Supplement, dated as of October 28, 2010, among Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and Series 2010-5 Agent (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, dated October 28, 2010).
10.61	Series 2010-6 Supplement, dated as of October 22, 2010, among Avis Budget Rental Car Funding (AESOP) LLC, Avis Budget Car Rental, LLC, as administrator, JPMorgan Chase Bank, N.A., as administrative agent, the non-conduit purchasers, the commercial paper conduit purchasers, the funding agents and the APA Banks named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee and as Series 2010-6 Agent (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, dated October 28, 2010).
10.62(a)	Credit Agreement, dated as of April 19, 2006, among Avis Budget Holdings, LLC and Avis Budget Car Rental, LLC, as Borrower, the lenders referred to therein, JPMorgan Chase Bank, N.A., as Administrative Agent, Deutsche Bank Securities Inc., as Syndication Agent, Bank of America, N.A., Calyon New York Branch and Citicorp USA, Inc., as Documentation Agents, and Wachovia Bank, National Association, as Co-Documentation Agent (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated April 21, 2006).

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.62(b)	First Amendment, dated December 23, 2008 to the Credit Agreement dated as of April 19, 2006 among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, the subsidiary borrowers from time to time parties thereto, the several lenders from time to time parties thereto, Bank of America, N.A., Calyon New York Branch and Citicorp USA, Inc., as documentation agents, Wachovia Bank, National Association, as co-documentation agent, Deutsche Bank Securities Inc. as syndication agent and JPMorgan Chase Bank, N.A., as administrative agent (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated December 24, 2008).
10.62(c)	Second Amendment, dated March 10, 2010, to the Credit Agreement dated as of April 19, 2006 among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, the subsidiary borrowers from time to time parties thereto, the several lenders from time to time parties thereto, Bank of America, N.A., Credit Agricole Corporate & Investment Bank New York Branch (formerly known as Calyon) and Citicorp USA, Inc., as documentation agents, Wachovia Bank, National Association, as co-documentation agent, Deutsche Bank Securities Inc. as syndication agent and JPMorgan Chase Bank, N.A., as administrative agent (Incorporated by reference to Exhibit 10.5 to Avis Budget Group's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010).
10.62(d)	Third Amendment, dated as of July 21, 2010, to the Credit Agreement dated as of April 19, 2006, as amended by the First Amendment dated as of December 23, 2008 and the Second Amendment dated March 10, 2010, among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, the subsidiary borrowers from time to time parties thereto, the several lenders from time to time parties thereto, Bank of America, N.A., Credit Agricole Corporate & Investment Bank New York Branch (formerly known as Calyon) and Citicorp USA, Inc. as documentation agents, Wachovia Bank, National Association as co-documentation agent, Deutsche Bank Securities Inc. as syndication agent, JPMorgan Chase Bank, N.A., as administrative agent, and Citigroup Global Markets Inc., as arranger of the Amendment (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated July 27, 2010).
10.62(e)	Fourth Amendment, dated October 6, 2010 to the Credit Agreement dated as of April 19, 2006, as amended by the First Amendment dated as of December 23, 2008, the Second Amendment dated as of March 10, 2010 and the Third Amendment dated as of July 21, 2010 among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, the subsidiary borrowers from time to time parties thereto, the several lenders from time to time parties thereto, Bank of America, N.A., Credit Agricole Corporate & Investment Bank New York Branch (formerly known as Calyon) and Citicorp USA, Inc., as documentation agents, Wachovia Bank, National Association, as co-documentation agent, Deutsche Bank Securities Inc. as syndication agent and JPMorgan Chase Bank, N.A., as administrative agent (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated October 12, 2010).
10.63	Amended and Restated Guarantee and Collateral Agreement, dated as of December 23, 2008, made by each of the signatories thereto in favor of JPMorgan Chase Bank, N.A., as administrative agent (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated December 24, 2008).
10.64	Purchase Agreement dated as of October 7, 2009, by and among Avis Budget Group, Inc. and J.P. Morgan Securities Inc., Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc. and Deutsche Bank Securities Inc. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated October 13, 2009).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.65(a)	Convertible Bond Hedging Transaction Confirmation dated October 7, 2009, by and between Avis Budget Group, Inc. and JPMorgan Chase Bank, National Association (Incorporated by reference to Exhibit 10.2(a) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.65(b)	Convertible Bond Hedging Transaction Confirmation dated October 7, 2009, by and between Avis Budget Group, Inc. and Barclays Capital Inc. (Incorporated by reference to Exhibit 10.2(b) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.65(c)	Convertible Bond Hedging Transaction Confirmation dated October 7, 2009, by and between Avis Budget Group, Inc. and Deutsche Bank AG, London Branch (Incorporated by reference to Exhibit 10.2(c) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.65(d)	Convertible Bond Hedging Transaction Confirmation dated October 7, 2009, by and between Avis Budget Group, Inc. and Wachovia Bank, National Association (Incorporated by reference to Exhibit 10.2(d) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.65(e)	Convertible Bond Hedging Transaction Confirmation dated October 7, 2009, by and between Avis Budget Group, Inc. and Bank of America, N.A. (Incorporated by reference to Exhibit 10.2(e) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.66(a)	Confirmation of Additional Warrants dated October 7, 2009, by and between Avis Budget Group, Inc. and JPMorgan Chase Bank, National Association (Incorporated by reference to Exhibit 10.3(a) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.66(b)	Confirmation of Additional Warrants dated October 7, 2009, by and between Avis Budget Group, Inc. and Barclays Capital Inc. (Incorporated by reference to Exhibit 10.3(b) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.66(c)	Confirmation of Additional Warrants dated October 7, 2009, by and between Avis Budget Group, Inc. and Deutsche Bank AG, London Branch (Incorporated by reference to Exhibit 10.3(c) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.66(d)	Confirmation of Additional Warrants dated October 7, 2009, by and between Avis Budget Group, Inc. and Wachovia Bank, National Association (Incorporated by reference to Exhibit 10.3(d) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.66(e)	Confirmation of Additional Warrants dated October 7, 2009, by and between Avis Budget Group, Inc. and Bank of America, N.A. (Incorporated by reference to Exhibit 10.3(e) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.67(a)	Convertible Bond Hedging Transaction Confirmation dated October 9, 2009, by and between Avis Budget Group, Inc. and JPMorgan Chase Bank, National Association (Incorporated by reference to Exhibit 10.4(a) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.67(b)	Convertible Bond Hedging Transaction Confirmation dated October 9, 2009, by and between Avis Budget Group, Inc. and Barclays Capital Inc. (Incorporated by reference to Exhibit 10.4(b) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.67(c)	Convertible Bond Hedging Transaction Confirmation dated October 9, 2009, by and between Avis Budget Group, Inc. and Deutsche Bank AG, London Branch (Incorporated by reference to Exhibit 10.4(c) to the Company's Current Report on Form 8-K dated October 13, 2009).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.67(d)	Convertible Bond Hedging Transaction Confirmation dated October 9, 2009, by and between Avis Budget Group, Inc. and Wachovia Bank, National Association (Incorporated by reference to Exhibit 10.4(d) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.67(e)	Convertible Bond Hedging Transaction Confirmation dated October 9, 2009, by and between Avis Budget Group, Inc. and Bank of America, N.A. (Incorporated by reference to Exhibit 10.4(e) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.68(a)	Confirmation of Additional Warrants dated October 9, 2009, by and between Avis Budget Group, Inc. and JPMorgan Chase Bank, National Association (Incorporated by reference to Exhibit 10.5(a) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.68(b)	Confirmation of Additional Warrants dated October 9, 2009, by and between Avis Budget Group, Inc. and Barclays Capital Inc. (Incorporated by reference to Exhibit 10.5(b) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.68(c)	Confirmation of Additional Warrants dated October 9, 2009, by and between Avis Budget Group, Inc. and Deutsche Bank AG, London Branch (Incorporated by reference to Exhibit 10.5(c) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.68(d)	Confirmation of Additional Warrants dated October 9, 2009, by and between Avis Budget Group, Inc. and Wachovia Bank, National Association (Incorporated by reference to Exhibit 10.5(d) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.68(e)	Confirmation of Additional Warrants dated October 9, 2009, by and between Avis Budget Group, Inc. and Bank of America, N.A. (Incorporated by reference to Exhibit 10.5(e) to the Company's Current Report on Form 8-K dated October 13, 2009).
10.69	Purchase Agreement, dated as of March 5, 2010, by and among Avis Budget Car Rental, LLC, Avis Budget Finance, Inc., Avis Budget Group, Inc., Avis Budget Holdings, LLC, AB Car Rental Service, Inc., ARACS LLC, Avis Asia and Pacific, Limited, Avis Car Rental Group, LLC, Avis Caribbean, Limited, Avis Enterprises, Inc., Avis Group Holdings, LLC, Avis International, Ltd., Avis Operations, LLC, Avis Rent A Car System, LLC, PF Claims Management, Ltd., PR Holdco, Inc., Wizard Co., Inc., BGI Leasing, Inc., Budget Rent A Car System, Inc., Budget Truck Rental LLC, Runabout, LLC, Wizard Services, Inc. and Banc of America Securities LLC for itself and on behalf of the several initial purchasers (Incorporated by reference to Exhibit 1.1 to Avis Budget Group's Current Report on Form 8-K dated March 8, 2010).
10.70	Registration Rights Agreement, dated March 10, 2010, among Avis Budget Car Rental, LLC and Avis Budget Finance, Inc., the guarantors parties thereto, Banc of America Securities LLC, and the other initial purchasers parties thereto (Incorporated by reference to Exhibit 10.2 to Avis Budget Group's Current Report on Form 8-K dated March 11, 2010).
10.71	Purchase Agreement, dated as of October 7, 2010, by and among Avis Budget Car Rental, LLC, Avis Budget Finance, Inc., Avis Budget Group, Inc., Avis Budget Holdings, LLC, AB Car Rental Service, Inc., ARACS LLC, Avis Asia and Pacific, Limited, Avis Car Rental Group, LLC, Avis Caribbean, Limited, Avis Enterprises, Inc., Avis Group Holdings, LLC, Avis International, Ltd., Avis Operations, LLC, Avis Rent A Car System, LLC, PF Claims Management, Ltd., PR Holdco, Inc., Wizard Co., Inc., BGI Leasing, Inc., Budget Rent A Car System, Inc., Budget Truck Rental LLC, Runabout, LLC, Wizard Services, Inc. and Citigroup Global Markets Inc. for itself and on behalf of the several initial purchasers (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated October 12, 2010).



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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.72	Registration Rights Agreement, dated October 15, 2010, among Avis Budget Car Rental, LLC and Avis Budget Finance, Inc., the guarantors parties thereto, Citigroup Global Markets Inc., and the other initial purchasers parties thereto (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated October 18, 2010).
10.73	Amendment, dated as of November 18, 2010, to the Registration Rights Agreement, dated as of October 15, 2010, among Avis Budget Car Rental, LLC and Avis Budget Finance, Inc., the guarantors party thereto, Citigroup Global Markets Inc., and the other initial purchasers party thereto (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated November 18, 2010).
10.74	Purchase Agreement, dated as of November 15, 2010, by and among Avis Budget Car Rental, LLC, Avis Budget Finance, Inc., Avis Budget Group, Inc., Avis Budget Holdings, LLC, AB Car Rental Service, Inc., ARACS LLC, Avis Asia and Pacific, Limited, Avis Car Rental Group, LLC, Avis Caribbean, Limited, Avis Enterprises, Inc., Avis Group Holdings, LLC, Avis International, Ltd., Avis Operations, LLC, Avis Rent A Car System, LLC, PF Claims Management, Ltd., PR Holdco, Inc., Wizard Co., Inc., BGI Leasing, Inc., Budget Rent A Car System, Inc., Budget Truck Rental LLC, Runabout, LLC, Wizard Services, Inc. and Citigroup Global Markets Inc. for itself and on behalf of the several initial purchasers (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated November 18, 2010).
10.75	Trust Indenture, dated as of August 26, 2010, among WTH Car Rental ULC and BNY Trust Company of Canada, as Indenture Trustee (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 27, 2010).
10.76	Series 2010-1 Indenture Supplement, dated as of August 26, 2010, among WTH Car Rental ULC, WTH Funding Limited Partnership, as Administrator, and BNY Trust Company of Canada, as Indenture Trustee (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated August 27, 2010).
10.77	Series 2010-2 Indenture Supplement, dated as of August 26, 2010, among WTH Car Rental ULC, WTH Funding Limited Partnership, as Administrator, and BNY Trust Company of Canada, as Indenture Trustee (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K dated August 27, 2010).
10.78	Series 2010-3 Indenture Supplement, dated as of August 26, 2010, among WTH Car Rental ULC, WTH Funding Limited Partnership, as Administrator, and BNY Trust Company of Canada, as Indenture Trustee (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated August 27, 2010).
10.79	Administration Agreement, dated as of August 26, 2010, among WTH Car Rental ULC, WTH Funding Limited Partnership, as Administrator, and BNY Trust Company of Canada, as Indenture Trustee (Incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K dated August 27, 2010).
10.80	Master Motor Vehicle Lease Agreement, dated as of August 26, 2010, among WTH Car Rental ULC, WTH Funding Limited Partnership, and BNY Trust Company of Canada, as Indenture Trustee (Incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K dated August 27, 2010).
10.81	Fifth Amended and Restated Limited Partnership Agreement, dated as of August 26, 2010, among Aviscar Inc., as general partner, Budgetcar Inc., as general partner, and 2233516 Ontario Inc., as limited partner (Incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K dated August 27, 2010).

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.82	Parent Guaranty of Avis Budget Car Rental, LLC to BNY Trust Company of Canada, in its capacity as trustee of STARS Trust and Montreal Trust Company of Canada, in its capacity as trustee of Bay Street Funding Trust, as limited partners (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated December 20, 2006).
10.83	Amended and Restated Base Indenture, dated as of March 9, 2010, between Centre Point Funding, LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee.
10.84	Second Amended and Restated Series 2006-1 Supplement, dated as of December 3, 2010, among Centre Point Funding, LLC, as Issuer, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, certain commercial paper conduit purchasers, certain funding agents, certain APA banks and The Bank of New York Mellon Trust Company, N.A., as Trustee, Series 2006-1 Agent and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of March 9, 2010, between Centre Point Funding, LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee.
10.85	Amended and Restated Administration Agreement (Group I), dated as of March 9, 2010, among Centre Point Funding, LLC, Budget Truck Rental LLC, as Administrator, and The Bank of New York Mellon Trust Company, N.A., as Trustee.
10.86(a)	Amended and Restated Master Motor Vehicle Operating Lease Agreement (Group I), dated March 9, 2010, among, Centre Point Funding, LLC, as Lessor, Budget Truck Rental LLC, as Administrator and as Lessee, and Avis Budget Car Rental, LLC, as Guarantor.
10.86(b)	Amendment No. 1, dated December 3, 2010, to the Amended and Restated Master Motor Vehicle Operating Lease Agreement (Group I), dated March 9, 2010, among Centre Point Funding, LLC, as Lessor, Budget Truck Rental LLC, as Administrator and as Lessee, and Avis Budget Car Rental, LLC, as Guarantor.
10.87	Series 2010-1 Supplement, dated as of March 9, 2010, between Centre Point Funding, LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee, Series 2010-1 Agent and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of March 9, 2010, between Centre Point Funding, LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee.
10.88	Administration Agreement (Group II), dated as of March 9, 2010, among Centre Point Funding, LLC, Budget Truck Rental LLC, as Administrator, and The Bank of New York Mellon Trust Company, N.A., as Trustee.
10.89	Master Motor Vehicle Operating Lease Agreement (Group II), dated March 9, 2010, among, Centre Point Funding, LLC, as Lessor, Budget Truck Rental LLC, as Administrator and as Lessee, and Avis Budget Car Rental, LLC, as Guarantor.
12	Statement Re: Computation of Ratio of Earnings to Fixed Charges
21	Subsidiaries of Registrant.
23.1	Consent of Independent Registered Public Accounting Firm.
31.1	Certification of Chief Executive Officer Pursuant to Rules 13(a)-14(a) and 15(d)-14(a) Promulgated Under the Securities Exchange Act of 1934, as amended.
31.2	Certification of Chief Financial Officer Pursuant to Rules 13(a)-14(a) and 15(d)-14(a) Promulgated Under the Securities Exchange Act of 1934, as amended.

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<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
32	Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from Avis Budget Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Statements of Income for the years ended December 31, 2010, 2009 and 2008, (ii) Consolidated Balance Sheets as of December 31, 2010 and 2009, (iii) Consolidated Statements of Cash Flows for the years ended December 31, 2010, 2009 and 2008, (iv) Consolidated Statements of Stockholders' Equity for the years ended December 31, 2010, 2009 and 2008, and (v) Notes to Consolidated Financial Statements, tagged as blocks of text.D
*	Cendant Corporation is now known as Avis Budget Group, Inc.
**	Cendant Car Rental Group, LLC (formerly known as Cendant Car Rental Group, Inc.) is now known as Avis Budget Car Rental, LLC.
***	Cendant Rental Car Funding (AESOP) LLC, formerly known as AESOP Funding II L.L.C, is now known as Avis Budget Rental Car Funding (AESOP) LLC.
****	Avis Rent A Car System, Inc. is now known as Avis Rent A Car System, LLC.
*****	Avis Group Holdings, Inc. is now known as Avis Group Holdings, LLC.
†	Denotes management contract or compensatory plan.
††	Confidential treatment has been requested for certain portions of this Exhibit pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, which portions have been omitted and filed separately with the Securities and Exchange Commission.
D	Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

CENTRE POINT FUNDING, LLC  
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
(f/k/a The Bank of New York Trust Company, N.A.),  
as Trustee

---

AMENDED AND RESTATED  
BASE INDENTURE

Dated as of March 9, 2010

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Rental Truck Asset Backed Notes  
(Issuable in Series)

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AMENDED AND RESTATED BASE INDENTURE, dated as of March 9, 2010, between CENTRE POINT FUNDING, LLC (f/k/a Budget Truck Funding, LLC), a special purpose limited liability company established under the laws of Delaware, as issuer ("CPF"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (f/k/a The Bank of New York Trust Company N.A.), a national banking association organized under the laws of the United States, as trustee (in such capacity, the "Trustee").

W I T N E S S E T H:

WHEREAS, CPF and the Trustee entered into a Base Indenture dated as of May 11, 2006, as amended pursuant to Amendment No. 1 to the Base Indenture dated as of May 16, 2007 and Amendment No. 2 to the Base Indenture dated as of February 15, 2008 (as amended, the "Original Indenture");

WHEREAS, CPF and the Trustee desire to amend and restate the Original Indenture in its entirety as set forth herein;

WHEREAS, CPF has duly authorized the execution and delivery of this Base Indenture to provide for the issuance from time to time of one or more Series of Rental Truck Asset Backed Notes (the "Notes"), in each case, issuable as provided in this Base Indenture and the Series Supplement for such Series; and

WHEREAS, all things necessary to make this Base Indenture a legal, valid and binding agreement of CPF, in accordance with its terms, have been done, and CPF proposes to do all the things necessary to make the Notes, when executed by CPF and authenticated and delivered by the Trustee hereunder and duly issued by CPF, the legal, valid and binding obligations of CPF as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises and the receipt of the Notes by the Noteholders, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Noteholders, as follows:

ARTICLE 1. DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1. Definitions.

Certain capitalized terms used herein (including the preamble and the recitals hereto) shall have the meanings assigned to such terms in the Definitions List attached hereto as Annex I (the "Definitions List"), as such Definitions List may be amended or modified from time to time in accordance with the provisions hereof.

Section 1.2. Cross-References.

Unless otherwise specified, references in this Base Indenture and in each other Applicable Related Document for any Series of Notes to any Article or Section are references to such Article or Section of this Base Indenture or such other Applicable Related Document, as the case may be and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition.

Section 1.3. Accounting and Financial Determinations; No Duplication.

Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any accounting computation is required to be made, for the purpose of this Indenture, such determination or calculation shall be made, to the extent applicable and except as otherwise specified in this Indenture, in accordance with GAAP. When used herein, the term “financial statement” shall include the notes and schedules thereto. All accounting determinations and computations hereunder or under any other Applicable Related Documents for any Series of Notes shall be made without duplication.

Section 1.4. Rules of Construction.

In this Indenture, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Indenture, and reference to any Person in a particular capacity only refers to such Person in such capacity;

(c) reference to any gender includes the other gender;

(d) reference to any Requirement of Law means such Requirement of Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time;

(e) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and

(f) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”.

Section 2.1. Designation and Terms of Notes.

Each Series of Notes shall be substantially in the form specified in the Series Supplement related to such Series of Notes, shall be secured by the collateral specified hereunder and any additional collateral specified in such Series Supplement, and shall bear, upon its face, the designation for such Series to which it belongs as selected by CPF, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted hereby or by such Series Supplement, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined to be appropriate by the Authorized Officer executing such Notes, as evidenced by his execution of the Notes. All Notes of any Series shall, except as specified in the Series Supplement related to such Series of Notes, be equally and ratably entitled as provided herein to the benefits hereof without preference, priority or distinction on account of the actual time or times of authentication and delivery, all in accordance with the terms and provisions of this Base Indenture and such Series Supplement. The aggregate principal amount of Notes which may be authenticated and delivered under this Base Indenture is unlimited. The Notes of each Series shall be issued in the denominations set forth in the Series Supplement related to such Series of Notes.

Section 2.2. Notes Issuable in Series.

(a) The Notes may be issued in one or more Series. Each Series of Notes shall be created by a Series Supplement related to such Series of Notes.

(b) Notes of a new Series may from time to time be executed by CPF and delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon the receipt by the Trustee of a Company Request at least two (2) Business Days in advance of the related Series Closing Date and upon delivery by CPF to the Trustee, and receipt by the Trustee, of the following:

(i) a Company Order authorizing and directing the authentication and delivery of the Notes of such new Series by the Trustee and specifying the designation of such new Series, the Initial Invested Amount (or the method for calculating the Initial Invested Amount) of such new Series to be authenticated and the Note Rate with respect to such new Series;

(ii) a Series Supplement for such new Series of Notes satisfying the criteria set forth in Section 2.3 executed by CPF and the Trustee and specifying the Principal Terms of such new Series;

(iii) the related Enhancement Agreement, if any, executed by each of the parties thereto, other than the Trustee;

(iv) an Officer's Certificate of CPF dated as of the applicable Series Closing Date to the effect that (A) no Amortization Event, Limited Liquidation Event of Default, Potential Amortization Event or Enhancement Deficiency with respect to any Series of Notes in the same Group as such new Series of Notes is continuing or will occur as a result of the issuance of such new Series of Notes, (B) no Liquidation Event of Default, no Borrowing Base Deficiency, Lease Event of Default or Potential Lease Event

of Default, in each case, with respect to any Series of Notes in the same Group as such new Series of Notes, is continuing or will occur as a result of the issuance of such new Series of Notes, (C) the issuance of such new Series of Notes will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which CPF is a party or by which it or its property is bound or any order of any court or administrative agency entered in any suit, action or other judicial or administrative proceeding to which CPF is a party or by which it or its property may be bound or to which it or its property may be subject, and (D) all conditions precedent provided in this Base Indenture and the Series Supplement for such new Series of Notes with respect to the authentication and delivery of the new Series of Notes have been satisfied;

(v) a Tax Opinion;

(vi) evidence that each of the parties to the Series Supplement for such new Series of Notes and the other Applicable Related Documents has covenanted and agreed in such Series Supplement and such Applicable Related Documents with respect to such new Series of Notes that, prior to the date which is one year and one day after the payment in full of the latest maturing Note, it will not institute against, or join with any other Person in instituting, against CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any Federal or state bankruptcy or similar law;

(vii) unless otherwise specified in the Series Supplement for such new Series of Notes, an Opinion of Counsel, subject to the assumptions and qualifications stated therein, and in a form substantially acceptable to the Trustee, dated the applicable Series Closing Date, substantially to the effect that:

- (A) all instruments furnished to the Trustee conform in all material respects to the requirements of this Base Indenture and the Series Supplement for such new Series of Notes and constitute all the documents required to be delivered hereunder and thereunder for the Trustee to authenticate and deliver such new Series of Notes, and all conditions precedent provided for in this Base Indenture and the Series Supplement for such new Series of Notes with respect to the authentication and delivery of such new Series of Notes have been complied with in all material respects;
- (B) (1) CPF is duly organized under the jurisdiction of its formation and has the limited liability company power and authority to execute and deliver the Series Supplement for such new Series of Notes, this Base Indenture and each other Applicable Related Document for such new Series of Notes to which it is a party and to issue such new Series of Notes and (2) each of CPF, the Guarantor, the Lessee and the Administrator is duly organized under the jurisdiction of its formation and has the limited liability company power and authority to execute and deliver each of the

Applicable Related Documents for such new Series of Notes to which it is a party and, in the case of CPF, to issue such new Series of Notes;

- (C) the Series Supplement for such new Series of Notes has been duly authorized, executed and delivered by CPF;
- (D) such new Series of Notes has been duly authorized and executed and, when authenticated and delivered in accordance with the provisions of this Base Indenture and the Series Supplement for such new Series of Notes, will constitute valid, binding and enforceable obligations of CPF entitled to the benefits of this Base Indenture and such Series Supplement, subject, in the case of enforcement, to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and to general principles of equity;
- (E) this Base Indenture, the Series Supplement for such new Series of Notes and each of the other Applicable Related Documents with respect to such new Series of Notes to which CPF, the Administrator or the Lessee is a party is a legal, valid and binding agreement of CPF, the Administrator or the Lessee, as the case may be, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and to general principles of equity;
- (F) CPF is not, and is not controlled by, an "investment company" within the meaning of, and is not required to register as an "investment company" under, the Investment Company Act;
- (G) the offer and sale of such new Series of Notes, if offered in accordance with the terms of the Applicable Related Documents for such new Series of Notes, has been offered pursuant to a valid exemption from registration under the Securities Act;
- (H) this Base Indenture and the Series Supplement for such new Series of Notes are not required to be registered under the Trust Indenture Act;
- (I) as to such new Series of Notes and as to any Series of Notes that is part of the same Group as such new Series, the Opinions of Counsel relating to (1) the validity, perfection and priority of security interests, (2) the nature of the Applicable CPF Lease for each Series of Notes in such Group as a "true lease" and not as a financing arrangement, (3) the analysis of substantive consolidation of the assets of CPF with the assets of BRAC or any

Affiliate thereof in the event of insolvency of any one such party, (4) there being no pending or threatened litigation which would materially and adversely affect the ability of CPF, the Lessee, ABCR or the Administrator to perform its obligations under any of the Applicable Related Documents and (5) the absence of any conflict with or violation of any known court decree, injunction, writ or order applicable to CPF or any breach or default of any indenture, agreement or other instrument as a result of the issuance of such Series of Notes by CPF; and

(J) such other matters as the Trustee may reasonably require; and

(viii) such other documents, instruments, certifications, agreements or other items as the Trustee may reasonably require.

Upon satisfaction of such conditions, the Trustee shall authenticate and deliver, as provided above, such new Series of Notes upon execution thereof by CPF.

Section 2.3. Series Supplement for Each Series.

(a) In conjunction with the issuance of a new Series, the parties hereto shall execute a Series Supplement for such new Series, which shall specify the relevant terms with respect to such new Series of Notes, which may include, without limitation:

(1) its name or designation;

(2) the Initial Invested Amount or the method of calculating the Initial Invested Amount with respect to such Series;

(3) the Note Rate with respect to such Series;

(4) the Series Closing Date;

(5) the interest payment date or dates and the date or dates from which interest shall accrue;

(6) the method of allocating Collections allocated to such Series;

(7) whether the Notes of such Series will be issued in multiple Classes and, if so, the method of allocating Collections allocated to such Series among such Classes and the rights and priorities of each such Class;

(8) the method by which the principal amount of the Notes of such Series shall amortize or accrete;



(9) the names of any Series Accounts to be used by such Series and the terms governing the operation of any such account and the use of moneys therein;

(10) any deposit of funds to be made in any Series Account for such Series of Notes on the Series Closing Date;

(11) the terms of any related Enhancement and the Enhancement Provider thereof, if any;

(12) the form of the Notes of such Series and whether such Notes may be issued in bearer form and any limitations imposed thereon;

(13) the Series Termination Date of such Series;

(14) the Group to which such Series belongs and the Group Specific Collateral in which such Series has an interest;

(15) any additional collateral securing such Series of Notes not specified in this Base Indenture or the Series Supplement for such Series of Notes;

(16) the Eligibility Requirements for the Trucks to be included as Group Specific Collateral for such Series of Notes; and

(17) any other relevant terms of such Series of Notes (including whether or not such Series will be pledged as collateral for an issuance by an Affiliate Issuer) that do not change the terms of any other Series of Notes Outstanding (all such terms, the "Principal Terms" of such Series).

(b) (i) Each Series Supplement will specify that the related Series of Notes will have collateral that is to be segregated as Group Specific Collateral by the Administrator and the Trustee and be solely for the benefit of the Noteholders of such Series of Notes and any other Series of Notes that is designated in the Series Supplement for such other Series of Notes as sharing in such Group Specific Collateral. If any Group Specific Collateral with respect to such Series of Notes is specified, such Series Supplement shall expressly designate such Series as a member of a "Group" and each Series of Notes secured by such Group Specific Collateral shall be a member of the same "Group" for purposes of this Base Indenture; provided, however, that no such new Series of Notes will be issued unless (x) the Rating Agency Condition is met with respect to each Series of Notes Outstanding in the same Group, (y) the Administrator and CPF shall have delivered to the Trustee an Officers' Certificate to the effect that the issuance of such Series of Notes will not have a material adverse effect on any Series of Notes Outstanding (excluding any impact from the dilution of the percentage interests in the Collateral or Group Specific Collateral or voting percentage of the existing Noteholders as a result of such issuance), and (z) the Series Supplement for such Series of Notes provides, in form satisfactory to the Trustee, for the changes and modifications to this Base Indenture as are described in clause (ii) below, and the other Applicable Related Documents for such Series of Notes comply with the requirements described in clause (ii) below.

(ii) When any Series of Notes is issued, the Series Supplement for such Series of Notes and/or the Applicable Related Documents for such Series of Notes will provide that (A) the Administrator will determine the Group Specific Collateral for such Series of Notes and notify the Trustee of such determination and the Administrator and the Trustee shall segregate and identify the collateral such that (x) the Series of Notes will be secured by the Group Specific Collateral applicable to such Series of Notes and (y) the Noteholders with respect to any other Series of Notes, the Series Supplement with respect to which does not specify that such Series is a member of the same Group as such new Series, will not be entitled to the security interest in such Group Specific Collateral, (B) the Trustee will adjust the allocations and distributions to be made under the Indenture at the written direction of the Administrator so that the Noteholders of a Series of Notes sharing in particular Group Specific Collateral will be entitled to allocations and distributions arising in part or wholly from such Group Specific Collateral and the Noteholders with respect to other Series of Notes not sharing in the security interest in such Group Specific Collateral, as determined by the Series Supplement for such Series of Notes, will not be entitled to allocations and distributions arising from such Group Specific Collateral, (C) the Trustee will act as collateral agent under the Indenture (and in such capacity the Trustee, (x) may establish and maintain a master collection account, and one or more segregated collection accounts, into which Collections from Group Specific Collateral for a Group will be deposited and, after such deposit, further allocated among one or more Segregated Series of Notes in such Group, and (y) will hold its lien encumbering its rights and interests in such Group Specific Collateral for the benefit of all Series of Notes in such Group), (D) the Administrator will designate on its computer system by VIN, and the Trustee will designate in its records in electronic form by VIN, the source of the funds for the financing of each Truck (i.e., the Applicable CPF Lease under which it is leased and the Group to which the related Group Specific Collateral belongs), (E) the Noteholders of any Series of Notes will, subject to the limitations contained in this Base Indenture and the Series Supplement for such Series of Notes, be entitled to cause (pursuant to written direction) the Trustee to exercise remedies under this Base Indenture and such Series Supplement on behalf of such Series of Notes with respect to the Group Specific Collateral for the related Group, (F) in the case of the first Series of Notes in a Group, a separate segregated lease pertaining to the Group Specific Collateral for such Group will be executed and delivered by CPF, as lessor, and the Lessee, (G) to the extent specified in the Series Supplement for such Series of Notes, such actions will be taken by CPF or the Administrator as are necessary to perfect the Trustee's security interest on behalf of the Noteholders of such Series of Notes in the Group Specific Collateral for such Group, and (H) provisions may be added to the Series Supplement for such Series of Notes and the other Applicable Related Documents for such Series of Notes, if necessary, to reflect the foregoing, which provisions will, among other things, provide for revisions to the terms "Aggregate Required Borrowing Base", "Borrowing Base Deficiency", "Collateral", "Collection Account", "CPF Lease", "Required Borrowing Base", and "Applicable CPF Agreements" and such other terms as may be appropriate; provided that any such revisions shall not have a material adverse effect (and, with respect to each Series, the Trustee may conclusively rely on an Officer's Certificate of CPF as sufficient evidence of such lack of material adverse effect) on any Series of Notes Outstanding in the same Group or the Noteholders of any Series of Notes

in such Group (excluding any impact from the dilution of the percentage interests in the Group Specific Collateral for such Group or voting percentage of the existing Noteholders in such Group as a result of such issuance) unless the Required Noteholders of such Series of Notes shall have given their prior written consent thereto. For purposes of the new Series of Notes, terms that are defined in both the Series Supplement for such new Series of Notes and the Base Indenture shall, for purposes of such Series Supplement and the Base Indenture as it relates to such new Series, have the meanings assigned to them in such Series Supplement. References herein to "all" Series of Notes (other than as specifically stated herein) shall be automatically modified to refer to all Series of Notes in the same Group (or as otherwise provided in the Series Supplement for a Series of Notes).

Section 2.4. Execution and Authentication.

(a) The Notes shall, upon issue pursuant to Section 2.2, be executed by manual, electronically scanned or facsimile signature on behalf of CPF by an Authorized Officer and delivered by CPF to the Trustee for authentication and redelivery as provided herein. If an Authorized Officer whose signature is on a Note no longer holds that office at the time the Note is authenticated, the Note shall nevertheless be valid.

(b) At any time and from time to time after the execution and delivery of this Base Indenture, CPF may deliver Notes of any particular Series executed by CPF to the Trustee for authentication, together with one or more Company Orders for the authentication and delivery of such Notes, and the Trustee, in accordance with such Company Order and this Base Indenture, shall authenticate and deliver such Notes.

(c) No Note shall be entitled to any benefit under this Indenture or be valid for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein, duly executed by the Trustee by the manual signature of a Trust Officer. Such signatures on such certificate shall be conclusive evidence, and the only evidence, that the Note has been duly authenticated under this Indenture. The Trustee may appoint an authenticating agent acceptable to CPF to authenticate Notes. Unless limited by the term of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. The Trustee's certificate of authentication shall be in substantially the following form:

This is one of the Notes of a Series issued under the within mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signatory

(d) Each Note shall be dated and issued as of the date of its authentication by the Trustee.

(e) Notwithstanding the foregoing, if any Note shall have been authenticated and delivered hereunder but never issued and sold by CPF, and CPF shall deliver such Note to the Trustee for cancellation as provided in Section 2.12 together with a written statement (which need not comply with Section 13.3 and need not be accompanied by an Opinion of Counsel) stating that such Note has never been issued and sold by CPF, for all purposes of this Indenture such Note shall be deemed never to have been authenticated and delivered hereunder and shall not be entitled to the benefits of this Indenture.

Section 2.5. Form of Notes.

(a) Rule 144A Global Note. Except as otherwise provided in Section 2.19 or in the Series Supplement related to a Series of Notes, any Series of Notes, or any class of such Series to be issued and sold in reliance on the exemption from registration provided by Section 4(2) of the Securities Act and resold in reliance on, or eligible for resale under, Rule 144A under the Securities Act ("Rule 144A"), shall be issued in the form of and represented by one or more global Notes in fully registered form without interest coupons (each, a "Rule 144A Global Note"), substantially in the form set forth in the Series Supplement for such Series of Notes, with such legends as may be applicable thereto, which shall be deposited on behalf of the subscribers for the Notes represented thereby with a custodian for DTC (which may be the Trustee), and registered in the name of Cede or another nominee of DTC, duly executed by CPF and authenticated by the Trustee as provided in Section 2.4 for credit to the accounts of the subscribers at DTC. The aggregate principal amount of a Rule 144A Global Note may from time to time be increased or decreased by adjustments made on the records of the custodian for DTC, DTC or its nominee, as the case may be, as hereinafter provided.

(b) Regulation S Global Note. Except as otherwise provided in Section 2.19 or in the Series Supplement related to a Series of Notes, any Series of Notes, or any class of such Series, offered and sold to non-United States Persons in transactions outside of the United States will be offered and sold in reliance on the exemption from registration under the Securities Act provided by Regulation S thereunder ("Regulation S") and shall be issued in the form of one or more global Notes (each, a "Regulation S Global Note" and together with the Rule 144A Global Notes, each a "Global Note") in fully registered form without interest coupons substantially in the form set forth in the Series Supplement for such Series of Notes with such legends as may be applicable thereto, registered in the name of Cede or another nominee of DTC for the accounts of

Euroclear Bank S.A./N.V., as operator of Euroclear and Clearstream, duly executed by CPF and authenticated by the Trustee as provided in Section 2.4 and deposited with a custodian for DTC (which may be the Trustee). The aggregate principal amount of the Regulation S Global Note may from time to time be increased or decreased by adjustments made on the records of the custodian for DTC, DTC or its nominee, as the case may be, as hereinafter provided.

(c) Any Series of Notes, or any class of such Series, issued hereunder may be issued as definitive, fully registered Notes without interest coupons (“Definitive Notes”) only in accordance with Section 2.19.

Section 2.6. Registrar and Paying Agent.

(a) CPF shall (i) maintain an office or agency where Notes may be presented for registration of transfer or for exchange (the “Registrar”) and (ii) appoint a paying agent (which shall satisfy the eligibility criteria set forth in Section 10.8(a)) (“Paying Agent”) at whose office or agency Notes may be presented for payment. The Registrar shall keep a register of the Notes and of their transfer and exchange (the “Note Register”). CPF may appoint one or more co-registrars and one or more additional paying agents. The term “Paying Agent” includes any additional paying agent and the term “Registrar” includes any co-registrars. CPF may change any Paying Agent or Registrar without prior notice to any Noteholder. CPF shall notify the Trustee in writing of the name and address of any Agent not a party to this Base Indenture. The Trustee is hereby initially appointed as the Registrar, Paying Agent and agent for service of notices and demands in connection with the Notes.

(b) CPF shall enter into an appropriate agency agreement with any Agent not a party to this Base Indenture. Such agency agreement shall implement the provisions of this Base Indenture that relate to such Agent. If CPF fails to maintain a Registrar or Paying Agent, the Trustee shall act as such, and shall be entitled to appropriate compensation in accordance with this Base Indenture until CPF shall appoint a replacement Registrar or Paying Agent, as applicable.

Section 2.7. Paying Agent to Hold Money in Trust

(a) CPF will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee (and if the Trustee acts as Paying Agent, it hereby so agrees), subject to the provisions of this Section 2.7, that such Paying Agent will:

(i) hold all sums held by it for the payment of amounts due with respect to the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay such sums to such Persons as herein provided;

(ii) give the Trustee notice of any default by CPF (or any other obligor under the Notes) of which it has actual knowledge in the making of any payment required to be made with respect to the Notes;

(iii) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent;

(iv) immediately resign as a Paying Agent and forthwith pay to the Trustee all sums held by it in trust for the payment of Notes if at any time it ceases to meet the standards required to be met by a Trustee hereunder at the time of its appointment; and

(v) comply with all requirements of the Code with respect to the withholding from any payments made by it on any Notes of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith.

(b) CPF may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, by Company Order direct any Paying Agent to pay to the Trustee all sums held in trust by such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which the sums were held by such Paying Agent; and upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

(c) Subject to applicable laws with respect to escheat of funds, any money held by the Trustee or any Paying Agent or a Clearing Agency in trust for the payment of any amount due with respect to any Note and remaining unclaimed for two years after such amount has become due and payable shall be discharged from such trust and be paid to CPF on Company Request; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to CPF for payment thereof (but only to the extent of the amounts so paid to CPF), and all liability of the Trustee or such Paying Agent with respect to such trust money shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may, at the expense of CPF, cause to be published once (x) in a newspaper published in the English language, customarily published on each Business Day and of general circulation in New York City and (y) if the related Series of Notes has been listed on the Luxembourg Stock Exchange, in a newspaper customarily published on a day other than a Saturday, Sunday or other day on which banks are authorized or required by law to be closed in Luxembourg City, Luxembourg and of general circulation in Luxembourg City, Luxembourg, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to CPF. The Trustee may also adopt and employ, at the expense of CPF, any other reasonable means of notification of such repayment.

Section 2.8. Noteholder List. The Trustee will furnish or cause to be furnished by the Registrar to CPF or the Paying Agent, within five Business Days after receipt by the Trustee of a request therefor from CPF or the Paying Agent, respectively, in writing, a list in such form as CPF or the Paying Agent may reasonably require, of the names and addresses of the Noteholders of each Series as of the most recent Record Date for payments to such Noteholders. Unless otherwise provided in the Series Supplement for a Series of Notes, holders of Notes of any Series having an aggregate Invested Amount of not less than 10% of the aggregate Invested Amount of such Series (the “Applicants”) may apply in writing to the Trustee, and if such application states that the Applicants desire to communicate with other Noteholders of any Series in the same Group with respect to their rights under this Indenture or under the Notes and is accompanied by a copy of the communication which such Applicants propose to transmit, then the Trustee, after having been indemnified to its satisfaction by such Applicants for its costs and expenses, shall afford or shall cause the Registrar to afford such Applicants access during normal business hours to the most recent list of Noteholders of any Series in such Group held by the Trustee and shall give CPF notice that such request has been made, within five Business Days after the receipt of such application. Such list shall be as of a date no more than 45 days prior to the date of receipt of such Applicants’ request. Every Noteholder, by receiving and holding a Note, agrees with the Trustee that neither the Trustee, the Registrar, nor any of their respective agents shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Noteholders hereunder, regardless of the source from which such information was obtained.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Noteholders of each Series of Notes. If the Trustee is not the Registrar, CPF shall furnish to the Trustee at such time as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Noteholders of each Series of Notes.

Section 2.9. Transfer and Exchange.

(a) No Note, or beneficial interest in a Note, may be resold, pledged or transferred (including, without limitation, by pledges or hypothecation) unless such sale or transfer is (1) to CPF (upon redemption thereof or otherwise), (2) to any Person the transferor reasonably believes is a qualified institutional buyer (as defined in Rule 144A) in a transaction meeting the requirements of Rule 144A, (3) outside the United States to a Person who is not a U.S. Person (as such term is defined in Regulation S) in a transaction meeting the requirements of Regulation S, (4) pursuant to an exemption from the registration requirements of the Securities Act and in any case, in accordance with any applicable securities laws or “Blue Sky” laws of any state of the United States or any other jurisdiction. Subject to provisions of clauses (i) through (vii) of this Section 2.9(a), when a request to register a transfer or exchange of Global Notes is presented to the Registrar or co-registrar or, in the case of Definitive Notes, when Definitive Notes of any particular Series are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes of other authorized denominations of the same Series, the Registrar shall register the transfer or make the exchange if its requirements for such transaction are met; provided, however, that any Definitive Notes surrendered for transfer or exchange shall be duly endorsed or accompanied by a written

instrument of transfer in form satisfactory to CPF and the Registrar, duly executed by the holder thereof or its attorney, duly authorized in writing. No Note shall be transferred or exchanged, except in compliance with the following provisions, as applicable:

(i) Transfer of Interest in the same Global Note. Transfers of interests in the same Global Note may be made by book-entry transfer of a beneficial interest within the relevant Clearing Agency and transfers of beneficial interests from one Global Note to another Global Note shall be made in accordance with clauses (ii) and (iii) below of this Section 2.9(a), as applicable.

(ii) Rule 144A Global Note to Regulation S Global Note. If a holder of a beneficial interest in a Rule 144A Global Note wishes at any time to transfer its interest in such Rule 144A Global Note to a Person who wishes to take delivery thereof in the form of an interest in a Regulation S Global Note, such holder may, subject to the rules and procedures of DTC, cause the transfer of such interest for an equivalent beneficial interest in a Regulation S Global Note of the same Series and Class. Upon receipt by the Trustee, as Registrar, of (1) instructions given in accordance with DTC's procedures from an agent member directing the Registrar to credit or cause to be credited a beneficial interest in a Regulation S Global Note in an amount equal to the beneficial interest in such Rule 144A Global Note to be exchanged or transferred, but not less than the minimum denomination applicable to such Notes, such instructions to contain information regarding the agent member's account with DTC to be credited with such increase and information regarding the agent member's account with DTC to be debited with such decrease, (2) a written order given in accordance with DTC's procedures containing information regarding the agent member's account with DTC and, in the case of a transfer pursuant to and in accordance with Regulation S, the Euroclear or Clearstream account to be credited with such increase and (3) a certificate in the form of Exhibit A-1 attached hereto given by the holder of such beneficial interest stating that the transfer of such interest has been made in compliance with the transfer restrictions applicable to the Notes and pursuant to and in accordance with Regulation S under the Securities Act, the Trustee shall instruct DTC to reduce such Rule 144A Global Note by the aggregate principal amount of the beneficial interest in such Rule 144A Global Note to be so transferred and the Registrar shall instruct DTC, concurrently with such reduction, to increase the principal amount of a Regulation S Global Note by the aggregate principal amount of the beneficial interest in such Rule 144A Global Note to be so transferred, and to credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in a Regulation S Global Note equal to the reduction in the principal amount of such Rule 144A Global Note to be so transferred.

(iii) Regulation S Global Note to Rule 144A Global Note. If a holder of a beneficial interest in a Regulation S Global Note wishes at any time to exchange its interest in such Regulation S Global Note for an interest in a Rule 144A Global Note, or to transfer its interest in such Regulation S Global Note to a Person who wishes to take delivery thereof in the form of an interest in a Rule 144A Global Note, such holder may, subject to the rules and procedures of Euroclear or Clearstream or DTC, as the case may be, exchange or cause the exchange or transfer of such interest for an equivalent beneficial interest in a Rule 144A Global Note of the same Series and Class. Upon



receipt by the Trustee, as Registrar, of (1) instructions from Euroclear or Clearstream or DTC, as the case may be, directing the Registrar to credit or cause to be credited a beneficial interest in a Rule 144A Global Note equal to the beneficial interest in a Regulation S Global Note to be exchanged or transferred, but not less than the minimum denomination applicable to such Note, such instructions to contain information regarding the agent member's account with DTC to be credited with such increase and information regarding the agent member's account with DTC to be debited with such decrease, and (2) a certificate in the form of Exhibit A-2 attached hereto given by the holder of such beneficial interest and stating that the Person transferring such interest in the Regulation S Global Note reasonably believes that the Person acquiring such interest in the Rule 144A Global Note is a Qualified Institutional Buyer and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A, Euroclear or Clearstream or the Registrar, as the case may be, shall instruct DTC to reduce the Regulation S Global Note by the aggregate principal amount of the beneficial interest in the Regulation S Global Note to be exchanged or transferred, and the Registrar shall instruct DTC, concurrently with such reduction, to increase the principal amount of the Rule 144A Global Note by the aggregate principal amount of the beneficial interest in the Regulation S Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Rule 144A Global Note equal to the reduction in the principal amount of the Regulation S Global Note to be so exchanged or transferred.

(iv) Other Transfers or Exchanges. In the event that a Global Note is exchanged for Definitive Notes, or Notes are otherwise issued, in definitive registered form without interest coupons, pursuant to Section 2.19, such Notes may be exchanged or transferred for one another only in accordance with such procedures as are substantially consistent with the provisions of clauses (i) through (iii) above (including the certification requirements intended to insure that such exchanges or transfers comply with Rule 144A or Regulation S, as the case may be) and as may be from time to time adopted by CPF and the Trustee.

(b) Upon surrender for registration of transfer of any Note at the office or agency of the Registrar, if the requirements of Section 2.9(g) and Section 8-401(a) of the UCC are met, CPF shall execute and after CPF has executed, the Trustee shall authenticate and deliver to the Noteholder, in the name of the designated transferee or transferees, one or more new Notes, in any authorized denominations, of the same Class and a like initial Invested Amount (or maximum Invested Amount, as the case may be). At the option of any Noteholder, Notes may be exchanged for other Notes of the same Series and Class in authorized denominations of like initial Invested Amount (or maximum Invested Amount, as the case may be), upon surrender of the Notes to be exchanged at any office or agency of the Registrar maintained for such purpose. Whenever Notes of any Series are so surrendered for exchange, if the requirements of Section 2.9(a) and Section 8-401(a) of the UCC are met, CPF shall execute and after CPF has executed, the Trustee shall authenticate and deliver to the Noteholder, the Notes which the Noteholder making the exchange is entitled to receive.

(c) Except as otherwise provided in a Series Supplement for a Series of Notes, every Note presented or surrendered for registration of transfer or exchange shall be (i) duly

endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, with a medallion signature guarantee, and (ii) accompanied by such other documents as the Trustee may require. CPF shall execute and deliver to the Trustee or the Registrar, as applicable, Notes in such amounts and at such times as are necessary to enable the Trustee to fulfill its responsibilities under this Indenture and the Notes.

(d) All Notes issued upon any registration of transfer or exchange of the Notes shall be the valid obligations of CPF, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(e) The preceding provisions of this Section 2.9 notwithstanding, the Trustee or the Registrar, as the case may be, shall not be required to register the transfer or exchange of any Note of any Series for a period of 15 days preceding the due date for payment in full of the Notes of such Series.

(f) Unless otherwise provided in the Series Supplement for a Series of Notes, no service charge shall be payable for any registration of transfer or exchange of Notes, but CPF or the Registrar may require payment by the Noteholder of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Notes.

(g) Unless otherwise provided in the Series Supplement for a Series of Notes, registration of transfer of Notes containing a legend relating to the restrictions on transfer of such Notes (which legend shall be set forth in the Series Supplement for such Series of Notes) shall be effected only if the conditions set forth in such Series Supplement are satisfied. Notwithstanding any other provision of this Section 2.9 and except as otherwise provided in Section 2.19, the typewritten Note or Notes representing Book-Entry Notes for any Series of Notes may be transferred, in whole but not in part, only to another nominee of the Clearing Agency for such Series of Notes, or to a successor Clearing Agency for such Series of Notes selected or approved by CPF or to a nominee of such successor Clearing Agency, only if in accordance with this Section 2.9 and Section 2.19.

(h) If the Notes are listed on the Luxembourg Stock Exchange, the Registrar or the Luxembourg Agent, as the case may be, shall send to CPF, upon any transfer or exchange of any Note, information reflected in the copy of the register for the Notes maintained by the Registrar or the Luxembourg Agent, as the case may be.

Section 2.10. Certain Purchaser Representations and Certifications.

(a) Prior to any sale or transfer of the Notes described in clause (2) of Section 2.9(a) above, each prospective purchaser of the Notes shall be deemed to have represented and agreed as follows:

(1) It is a qualified institutional buyer as defined in Rule 144A, it is aware that any sale of the Notes to it will be made in reliance on Rule 144A and it is

acquiring the Notes for its own institutional account or for the account of a qualified institutional buyer.

(2) The purchaser understands that the Notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the Notes have not been and will not be registered under the Securities Act and that (A) such Notes may be offered, resold, pledged or otherwise transferred only (i) to CPF, (ii) to a Person who the seller reasonably believes is a qualified institutional buyer (as defined in Rule 144A) in a transaction meeting the requirements of Rule 144A, (iii) outside the United States to a Person other than a U.S. Person (as defined in Regulation S) in a transaction meeting the requirements of Regulation S under the Securities Act or (iv) in a transaction exempt from the registration requirements of the Securities Act and the applicable securities laws of any State of the United States and any other jurisdiction, in each such case in accordance with this Base Indenture, the Series Supplement for the applicable Series of Notes and any applicable securities laws of any State of the United States and (B) the purchaser will, and each subsequent holder of a Note is required to, notify any subsequent purchaser of a Note of the resale restrictions set forth in (A) above.

(b) Prior to any direct placement of the Notes from CPF to an institutional accredited investor, CPF shall require each such prospective purchaser of the Notes to represent and agree as follows:

(i) to the restrictions on transfer set forth in clause (a) (2) above;

(ii) that it is (w) a qualified institutional buyer within the meaning of Rule 144A or an accredited investor as defined in Rule 501(a)(1),(2),(3) or (7) under the Securities Act; (x) acquiring Notes for its own account or for any separate account for which it is acting; (y) acquiring such Notes for its own institutional account or the account of an accredited investor as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act; and (z) not acquiring the Notes with a view to distribution thereof or with any present intention of offering or selling any of the Notes in a transaction that would violate the Securities Act or the securities laws of any State of the United States or any other applicable jurisdiction; and

(iii) that the Registrar for the Notes will not be required to accept for registration of transfer any Notes acquired by them, except upon presentation of evidence satisfactory to the Registrar that the restrictions on transfer set forth in clause (b)(ii) above have been complied with.

(c) Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, shall be deemed to represent, warrant and agree that (a) either (i) it is not, and is not acquiring such Note or interest therein with the assets of, a plan or account subject to ERISA or Section 4975 of the Code, or an entity that is deemed to hold assets of any of the foregoing, or (ii) the acquisition and holding of such Note or interest therein by the Noteholder or Note Owner, throughout the period that it holds such Note or interest therein, will not result in a non-exempt prohibited transaction under Section 406 of

ERISA or Section 4975 of the Code (or in the case of a governmental, church or non-U.S. plan, a non-exempt violation of any federal, state, local, non-U.S. or other laws or regulations that are substantially similar to the prohibited transaction provisions of ERISA and/or Section 4975 of the Code), because the acquisition and holding of such Note or interest therein (x) is not, and will not become, subject to such laws or (y) is covered by an exemption from all applicable prohibited transactions, all of the conditions of which are and will be satisfied upon its acquisition of, and throughout the term that it holds, such Note or interest therein, and (b) it will not sell, pledge or otherwise transfer such Note or interest therein in violation of the foregoing.

(d) In addition, CPF shall require such prospective purchaser to provide additional information or certifications, as shall be reasonably requested by the Trustee or CPF to support the truth and accuracy of the foregoing acknowledgements, representations and agreements, it being understood that such additional information is not intended to create additional restrictions on the transfer of the Notes. CPF and the Trustee are not obligated, in their individual capacities or as a group, to register the Notes under the Securities Act or any state securities laws.

Section 2.11. Note Legends. Unless otherwise provided for in a Series Supplement for a Series of Notes and except as permitted by the following sentence, in addition to any legends required by Section 2.17, each Note shall bear legends in the following form:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF CENTRE POINT FUNDING, LLC (THE "COMPANY") THAT THIS NOTE IS BEING ACQUIRED FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTION AND MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE COMPANY (UPON REDEMPTION THEREOF OR OTHERWISE), (2) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES TO A NON U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN A TRANSACTION IN COMPLIANCE WITH REGULATION S OF THE SECURITIES ACT OR (4) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EACH CASE IN COMPLIANCE WITH THE INDENTURE AND ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE RESALE RESTRICTIONS SET FORTH ABOVE.

EACH NOTEHOLDER OR NOTE OWNER, BY ACCEPTANCE OF A NOTE OR, IN THE CASE OF A NOTE OWNER, A BENEFICIAL INTEREST IN A NOTE, IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT (A) EITHER (I) IT IS NOT, AND IS NOT ACQUIRING SUCH NOTE OR INTEREST THEREIN WITH THE ASSETS OF, A PLAN OR ACCOUNT SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), OR AN ENTITY THAT IS DEEMED TO HOLD ASSETS OF ANY OF THE FOREGOING, OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA AND/OR SECTION 4975 OF THE CODE (“SIMILAR LAWS”), OR (II) THE ACQUISITION AND HOLDING OF SUCH NOTE OR INTEREST THEREIN BY THE NOTEHOLDER OR NOTE OWNER, THROUGHOUT THE PERIOD THAT IT HOLDS SUCH NOTE OR INTEREST THEREIN, WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, A NON-EXEMPT VIOLATION OF ANY SIMILAR LAWS), BECAUSE THE ACQUISITION AND HOLDING OF SUCH NOTE OR INTEREST THEREIN (X) IS NOT, AND WILL NOT BECOME, SUBJECT TO SUCH LAWS OR (Y) IS COVERED BY AN EXEMPTION FROM ALL APPLICABLE PROHIBITED TRANSACTIONS, ALL OF THE CONDITIONS OF WHICH ARE AND WILL BE SATISFIED UPON ITS ACQUISITION OF, AND THROUGHOUT THE TERM THAT IT HOLDS, SUCH NOTE OR INTEREST THEREIN, AND (B) IT WILL NOT SELL, PLEDGE OR OTHERWISE TRANSFER SUCH NOTE OR INTEREST THEREIN IN VIOLATION OF THE FOREGOING.

Upon any transfer, exchange or replacement of Notes bearing such legend, or if a request is made to remove such legend on a Note, the Notes so issued shall bear such legend, or such legend shall not be removed, as the case may be, unless there is delivered to CPF and the Trustee or the listing agent, if the Notes are listed on the Luxembourg Exchange, such satisfactory evidence, which may include an Opinion of Counsel, as may be reasonably required by CPF or the Trustee that neither such legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the Securities Act. Upon provision of such satisfactory evidence, the Trustee, at the direction of CPF, shall authenticate and deliver a Note that does not bear such legend.

Section 2.12. Persons Deemed Owners. Prior to due presentment for registration of transfer of any Note, the Trustee, any Agent and CPF may deem and treat the Person in whose name any Note is registered (as of the day of determination) as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Trustee, any Agent or CPF shall be affected by notice to the contrary.

Section 2.13. Replacement Notes.

(a) If (i) any mutilated Note is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Trustee such security or indemnity as may be required by it to hold CPF and the Trustee harmless then, provided that the requirements of Section 8-405 of the UCC are met (which generally permit CPF to impose reasonable requirements), CPF shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven days shall be due and payable, instead of issuing a replacement Note, CPF may pay such destroyed, lost or stolen Note when so due or payable without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser (within the meaning of Section 8-303 of the UCC) of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, CPF and the Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by CPF or the Trustee in connection therewith.

(b) Upon the issuance of any replacement Note under this Section 2.13, the Registrar, CPF or the Trustee may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the reasonable fees and expenses of the Trustee) connected therewith.

(c) Every replacement Note issued pursuant to this Section 2.13 in replacement of any mutilated, destroyed, lost or stolen Note shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes of the same Class and Series duly issued hereunder.

(d) The provisions of this Section 2.13 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.14. Treasury Notes. In determining whether the Noteholders of the required Invested Amount of Notes have concurred in any direction, waiver or consent, Notes owned by CPF shall be considered as

though they are not Outstanding, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes of which a Trust Officer has received written notice of such ownership shall be so disregarded. Absent written notice to a Trust Officer of such ownership, the Trustee shall not be deemed to have knowledge of the identity of the individual owners of the Notes.

Section 2.15. Cancellation. CPF may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which CPF may have acquired in any manner whatsoever or upon any repayment of the principal amount in respect of such Notes, and all Notes so delivered shall be promptly cancelled by the Trustee. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and the principal of and all accrued interest on all such cancelled Notes shall be deemed to have been paid in full (and such payment of principal and interest shall be deemed to have been made to the relevant Noteholders) and such cancelled Notes shall be deemed no longer to be outstanding for all purposes hereunder. CPF may not issue new Notes to replace Notes that it has redeemed or paid or that have been delivered to the Trustee for cancellation. All cancelled Notes held by the Trustee shall be disposed of in accordance with the Trustee's standard disposition procedures unless CPF shall direct that cancelled Notes be returned to it pursuant to a Company Order.

Section 2.16. Principal and Interest.

(a) The principal of each Series of Notes shall be payable at the times and in the amount set forth in the Series Supplement for such Series of Notes and, unless otherwise specified in such Series Supplement, in accordance with Section 6.1.

(b) Each Series of Notes shall accrue interest as provided in the Series Supplement for such Series of Notes and such interest shall be payable on each Distribution Date for such Series in accordance with Section 6.1 and such Series Supplement.

(c) Except as provided in the following sentence, the Person in whose name any Note is registered at the close of business on any Record Date with respect to a Distribution Date for such Note shall be entitled to receive the principal and interest payable on such Distribution Date notwithstanding the cancellation of such Note upon any registration of transfer, exchange or substitution of such Note subsequent to such Record Date. Any interest payable at maturity shall be paid to the Person to whom the principal of such Note is payable.

(d) Unless otherwise specified in the Series Supplement for a Series of Notes, if CPF defaults in the payment of interest on the Notes of any Series, such interest, to the extent paid on any date that is more than five (5) Business Days after the applicable due date, shall, at the option of CPF, cease to be payable to the Persons who were Noteholders of such Series on

the applicable Record Date and in such case CPF shall pay the defaulted interest in any lawful manner, plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Noteholders of such Series on a subsequent special record date which date shall be at least five (5) Business Days prior to the payment date, at the rate provided in the Series Supplement for such Series of Notes and in the Notes of such Series. CPF shall fix or cause to be fixed each such special record date and payment date, and at least 15 days before the special record date, CPF (or the Trustee, in the name of and at the expense of CPF) shall mail to Noteholders of such Series a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.17. Book-Entry Notes.

(a) For each Series of Notes to be issued in registered form, CPF shall duly execute the Notes, and the Trustee shall, in accordance with Section 2.4 hereof, authenticate and deliver initially one or more Global Notes that (a) shall be registered on the Note Register in the name of DTC or DTC's nominee, and (b) shall bear legends substantially to the following effect:

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), TO CENTRE POINT FUNDING, LLC OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. ("CEDE") OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE, HAS AN INTEREST HEREIN.

So long as DTC or its nominee is the registered owner or holder of a Global Note, DTC or its nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Note for purposes of this Indenture and such Notes. Members of, or participants in, DTC shall have no rights under this Indenture with respect to any Global Note held on their behalf by DTC, and DTC may be treated by CPF, the Trustee, the Registrar, any Paying Agent and any Agent of such entities as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent CPF, the Trustee, the Registrar, any Paying Agent and any Agent of such entities from giving effect to any written certification, proxy or other authorization furnished by DTC or impair, as between DTC and its agent members, the operation of customary practices governing the exercise of the rights of the holder of a beneficial interest in any Note.

(b) The then currently applicable provisions of the relevant Clearing Agency shall be applicable to beneficial interests in the Global Notes. Account holders or participants in DTC, Euroclear and Clearstream shall have no rights under this Indenture with respect to such Global Note, and the registered holder may be treated by CPF, the Trustee, the Registrar and any



Paying Agent and any Agent of any such entities as the owner of such Global Note for all purposes whatsoever.

(c) Title to the Notes shall pass only by registration in the Note Register maintained by the Registrar pursuant to Section 2.6.

(d) Any typewritten Note or Notes representing Book-Entry Notes shall provide that they represent the aggregate or a specified amount of Outstanding Notes from time to time endorsed thereon and may also provide that the aggregate amount of Outstanding Notes represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a typewritten Note or Notes representing Book-Entry Notes to reflect the amount, or any increase or decrease in the amount, or changes in the rights of Note Owners represented thereby, shall be made in such manner and by such Person or Persons as shall be specified therein or in the Company Order to be delivered to the Trustee pursuant to Section 2.4. Subject to the provisions of Section 2.4, the Trustee shall deliver and redeliver any typewritten Note or Notes representing Book-Entry Notes in the manner and upon instructions given by the Person or Persons specified therein or in the applicable Company Order. Any instructions by CPF with respect to endorsement or delivery or redelivery of a typewritten Note or Notes representing the Book-Entry Notes shall be in writing but need not comply with Section 2.4 hereof and need not be accompanied by an Opinion of Counsel.

(e) Unless and until Definitive Notes have been issued to all Note Owners pursuant to Section 2.19:

(i) the provisions of this Section 2.17 shall be in full force and effect;

(ii) the Paying Agent, the Registrar and the Trustee may deal with the Clearing Agency for all purposes of this Indenture (including the making of payments on the Notes and the giving of instructions or directions hereunder) as the authorized representatives of the Note Owners;

(iii) to the extent that the provisions of this Section 2.17 conflict with any other provisions of this Base Indenture, the provisions of this Section 2.17 shall control;

(iv) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Holders of Notes evidencing a specified percentage of the Invested Amount of the Notes, the applicable Clearing Agency shall be deemed to represent a percentage or principal amount in respect of any outstanding Global Notes only to the extent that it has received instructions to such effect from the applicable Note Owners and/or their related Clearing Agency Participants owning or representing, respectively, such percentage or principal amount of the beneficial interest in the Notes and has delivered such instructions or directions to the Trustee; and

(v) the rights of Note Owners shall be exercised only through the applicable Clearing Agency and their related Clearing Agency Participants and shall be limited to those established by law and agreements between such Note Owners and their related Clearing Agency and/or the Clearing Agency Participants. Unless and until

Definitive Notes are issued pursuant to Section 2.19, the applicable Clearing Agencies will make book-entry transfers among their related Clearing Agency Participants and receive and transmit payments of principal and interest on the Notes to such Clearing Agency Participants.

Section 2.18. Notices to Clearing Agency. Whenever notice or other communication to the Noteholders is required under this Indenture, unless and until Definitive Notes shall have been issued pursuant to Section 2.19, the Trustee, CPF and the Administrator shall give all such notices and communications specified herein to be given to Noteholders to the applicable Clearing Agency for further distribution to the Clearing Agency Participants and the Note Owners in accordance with such Clearing Agency's and Clearing Agency Participants' customary practices and procedures with respect thereto.

Section 2.19. Definitive Notes.

(a) Conditions for Issuance. Unless otherwise provided in the Series Supplement for a Series of Notes, Definitive Notes shall be issued and delivered, and interests in a Rule 144A Global Note or Regulation S Global Note deposited with DTC or a custodian of DTC pursuant to Section 2.5 shall be transferred to the beneficial owners thereof in the form of Definitive Notes, only if (i) in the case of a transfer or exchange, such transfer complies with Section 2.9 and (ii) either (x) DTC notifies CPF that it is unwilling or unable to continue as depository for such Rule 144A Global Note or Regulation S Global Note or at any time ceases to be a "clearing agency" registered under the United States Securities Exchange Act of 1934, as amended, (the "Exchange Act"), and in either case a successor depository so registered is not appointed by CPF within ninety (90) days of such notice or (y) CPF, in its sole discretion, determines that the Rule 144A Global Notes or Regulation S Global Notes with respect to the relevant Series of Notes shall be exchangeable for Definitive Notes, in which case Definitive Notes shall be issuable or exchangeable only in respect of such global Notes or the category of Definitive Notes represented thereby or (z) any Noteholder, purchaser or transferee of a Rule 144A Global Note or a Regulation S Global Note requests the same in the form of a Definitive Note and CPF, in its sole discretion, consents to such request (in which case a Definitive Note shall be issuable or transferable only to such Noteholder, purchaser or transferee), CPF will deliver Notes in definitive registered form, without interest coupons, in exchange for the Rule 144A Global Notes or the Regulation S Global Notes or, in the case of an exchange or transfer described in clause (z) above, in exchange for the applicable beneficial interest in one or more Global Notes. Definitive Notes shall be issued without coupons in minimum denominations that are specified in the Series Supplement for such Series of Notes, subject to compliance with all applicable legal and regulatory requirements.

(b) Issuance. If interests in any Rule 144A Global Note or Regulation S Global Note, as the case may be, are to be transferred to the beneficial owners thereof in the form of Definitive Notes pursuant to this Section 2.19, such Rule 144A Global Note or Regulation S Global Note, as the case may be, shall be surrendered by DTC or its custodian or Agent to the

office or agency of the Registrar located in the Borough of Manhattan, The City of New York, or if the Notes are listed on the Luxembourg Stock Exchange, to the applicable listing agent in Luxembourg, to be so transferred, without charge. If interests in any Regulation S Global Note are to be transferred to the beneficial owners thereof in the form of Definitive Notes pursuant to this Section 2.19, such Regulation S Global Note shall be surrendered by DTC or its custodian or Agent to the Registrar or its Agent to be so transferred, without charge. The Trustee shall authenticate and deliver, upon such transfer of interests in such Rule 144A Global Note or Regulation S Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations; provided, that in the case of an interest in a Rule 144A Global Note, no such interest will be transferred except upon delivery of a certificate substantially in the form of Exhibit A-2 hereto, and in the case of an interest in a Regulation S Global Note, no such interest will be transferred except upon delivery of a certificate substantially in the form of Exhibit A-1 hereto. The Definitive Notes issued or transferred pursuant to this Section 2.19 shall be executed, authenticated and delivered only in the denominations specified in the Series Supplement for such Series of Notes, and Definitive Notes shall be registered in such names as DTC (in the case of a transfer and exchange of Global Notes to Definitive Notes) or CPF (in all other cases) shall direct in writing. The Registrar shall have at least thirty (30) days from the date of its receipt of Definitive Notes and registration information to authenticate (or cause to be authenticated) and deliver such Definitive Notes. Any Definitive Note delivered in exchange for an interest in a Rule 144A Global Note or Regulation S Global Note shall, except as otherwise provided by Section 2.11, bear, and be subject to, the legend regarding transfer restrictions set forth in Section 2.11. CPF will promptly make available to the Registrar a reasonable supply of Definitive Notes. CPF shall bear the costs and expenses of printing or preparing any Definitive Notes.

(c) Transfer of Definitive Notes. Subject to the terms of Section 2.9(a), the Holder of any Definitive Note may transfer the same in whole or in part, in an amount equivalent to an authorized denomination, by surrendering at the office maintained by the Registrar for such purpose in the Borough of Manhattan, The City of New York, such Note with the form of transfer endorsed on it duly completed and executed by, or accompanied by a written instrument of transfer in form satisfactory to CPF and the Registrar by, the holder thereof and accompanied by a certificate as specified in Section 2.19(b) above. In exchange for any Definitive Note properly presented for transfer, CPF shall execute and the Trustee shall promptly authenticate and deliver or cause to be authenticated and delivered in compliance with applicable law, to the transferee at such office, or send by mail (at the risk of the transferee) to such address as the transferee may request, Definitive Notes for the same aggregate principal amount as was transferred. In the case of the transfer of any Definitive Note in part, CPF shall execute and the Trustee shall also promptly authenticate and deliver or cause to be authenticated and delivered to the transferor at such office, or send by mail (at the risk of the transferor) to such address as the transferor may request, Definitive Notes for the aggregate principal amount that was not transferred. No transfer of any Definitive Note shall be made unless the request for such transfer is made by the registered holder at such office.

(d) Neither CPF nor the Trustee shall be liable for any delay in delivery of transfer instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Notes for such Series, the Trustee shall recognize the holders of the Definitive Notes as Noteholders of such Series.

Section 2.20. Tax Treatment. CPF has structured this Base Indenture, the Series Supplement for each Series of Notes, and each Series of Notes that have been (or will be) issued with the intention that the Notes will qualify under applicable tax law as indebtedness of CPF and any entity acquiring any direct or indirect interest in any Note by acceptance of its Notes agrees to treat the Notes for purposes of Federal, state and local and income or franchise taxes and any other tax imposed on or measured by income, as indebtedness of CPF.

### ARTICLE 3. SECURITY

#### Section 3.1. Grant of Security Interest.

(a) To secure the Note Obligations and to secure compliance with the provisions of this Indenture, CPF hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee, to the extent set forth in Section 3.2(c), for the benefit of the Noteholders (the "Secured Parties"), and hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in, all of CPF's right, title and interest in and to all of the following assets, property, and interests of CPF, whether now owned or at any time hereafter acquired or created (collectively, the "Collateral"):

(i) (a) the Collection Account, (b) all funds on deposit therein from time to time, (c) all certificates and instruments, if any, representing or evidencing the Collection Account or the funds on deposit therein from time to time, and (d) all Permitted Investments made at any time and from time to time with the funds on deposit in the Collection Account (including income thereon);

(ii) all Investment Property, other than Investment Property constituting Group Specific Collateral for any Group;

(iii) all additional property not constituting Group Specific Collateral for any Group that may from time to time hereafter (pursuant to the terms of the Series Supplement for a Series of Notes or otherwise) be subjected to the grant and pledge hereof by CPF or by anyone on its behalf; and

(iv) to the extent not otherwise included, all Proceeds, products, offspring, rents or profits of any and all of the foregoing, including cash, and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) The foregoing grant is made in trust to secure the Note Obligations for each and every Group and to secure compliance with the provisions of this Indenture, all as provided in this Indenture. The Trustee, as trustee on behalf of the Secured Parties, acknowledges such grant, accepts the trusts under this Indenture in accordance with the provisions of this Indenture and subject to Section 10.1 and 10.2, agrees to perform its duties

required in this Indenture to the best of its abilities to the end that the interests of the Secured Parties may be adequately and effectively protected. The Collateral shall secure the Notes in each and every Group equally and ratably without prejudice, priority (except, with respect to any Series of Notes, as otherwise stated in the Series Supplement for such Series of Notes) or distinction.

(c) Notwithstanding the foregoing or anything to the contrary in this Indenture, any Collections or other identifiable proceeds with respect to Group Specific Collateral for a Group which may be deposited in the Collection Account pending transfer to the Group Collection Account for such Group for further allocation among one or more Segregated Series of Notes in such Group shall at all times constitute Group Specific Collateral for such Group, and not Collateral.

Section 3.2. Grant of Group Specific Security Interest.

(a) To secure the Note Obligations with respect to each Series in a Group and to secure compliance with the provisions of this Base Indenture and the Series Supplement for each Series of Notes in such Group, CPF hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee, to the extent set forth in the Series Supplement for each Series of Notes in such Group, for the benefit of the Noteholders of such Group (collectively, with respect to a Group, the “Group Secured Parties”), and hereby grants to the Trustee, for the benefit of such Group Secured Parties, a security interest in, all of CPF’s right, title and interest in and to all of the following assets, property, and interests of CPF, whether now owned or at any time hereafter acquired or created (collectively, with respect to a Group, the “Group Specific Collateral”):

(i) the Applicable CPF Lease, any Sublease related to such Applicable CPF Lease and any other agreements related to the Applicable CPF Trucks to which CPF is a party or in which CPF otherwise has an interest (collectively, with respect to a Group, the “Applicable CPF Agreements”), including, without limitation, all monies due and to become due to CPF under or in connection with such Applicable CPF Agreements, whether payable as rent, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of such Applicable CPF Agreements or otherwise, all security for amounts payable thereunder and all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to such Applicable CPF Agreements (whether arising pursuant to the terms of such Applicable CPF Agreements or otherwise available to CPF at law or in equity), the right to enforce the Applicable CPF Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Applicable CPF Agreements or the obligations of any party thereunder;

(ii) the Applicable Administration Agreement, including, without limitation, all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to the Applicable Administration Agreement (whether arising pursuant to the terms of the Applicable Administration Agreement or otherwise available

to CPF at law or in equity), and the right to enforce the Applicable Administration Agreement and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Applicable Administration Agreement or the obligations of any party thereunder;

(iii) any Applicable Nominee Agreement, including, without limitation, all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to such Applicable Nominee Agreement (whether arising pursuant to the terms of the Applicable Nominee Agreement or otherwise available to CPF at law or in equity), and the right to enforce such Applicable Nominee Agreement and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to such Applicable Nominee Agreement or the obligations of any party thereunder;

(iv) all Applicable CPF Trucks and all Certificates of Title with respect thereto;

(v) all sale or other proceeds from the disposition of Applicable CPF Trucks, including all monies due in respect of Applicable CPF Trucks, whether payable as the purchase price of Applicable CPF Trucks or as related fees, expenses, costs, indemnities, insurance recoveries or otherwise;

(vi) all payments under insurance policies (whether or not the Trustee is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any of Applicable CPF Trucks;

(vii) (a) the Group Collection Account for such Group and all accounts designated in any Series Supplement for a Series in such Group or otherwise as a sub-account or an administrative subaccount thereof (other than any such sub-account or administrative subaccount established solely for the benefit of a particular Series of Notes in a Group, and not for the benefit of any other Series of Notes in such Group, as set forth in the related Series Supplement or other document or agreement pursuant to which such sub-account or administrative subaccount is established), (b) all funds on deposit therein from time to time, (c) all certificates and instruments, if any, representing or evidencing any or all of such accounts or the funds on deposit therein from time to time, (d) all Investment Property credited to any such account at any time and from time to time or acquired at any time and from time to time with the funds on deposit in any or all such accounts (including income thereon) and (e) all Permitted Investments made at any time and from time to time with the funds on deposit in any or all such accounts (including income thereon);

(viii) all additional property relating to such Group that may from time to time hereafter (pursuant to the terms of the Series Supplement for a Series of Notes in such Group or otherwise) be subjected to the grant and pledge hereof by CPF or by anyone on its behalf; and

(ix) to the extent not otherwise included, all Proceeds, products, offspring, rents or profits of any and all of the foregoing, including cash, and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) The foregoing grant is made in trust to secure the Note Obligations for the applicable Group and to secure compliance with the provisions of this Base Indenture and the Series Supplement for each Series of Notes in the applicable Group, all as provided in this Base Indenture and each such Series Supplement. The Trustee, as trustee on behalf of the Group Secured Parties for each Group, acknowledges such grant, accepts the trusts under this Base Indenture and the Series Supplement for each Series of Notes in such Group in accordance with the provisions of this Base Indenture and each such Series Supplement and subject to Section 10.1 and 10.2, agrees to perform its duties required in this Base Indenture and each such Series Supplement to the best of its abilities to the end that the interests of the Group Secured Parties for such Group may be adequately and effectively protected. The Group Specific Collateral for a Group shall secure the Notes in such Group equally and ratably without prejudice, priority (except, with respect to any Series of Notes, as otherwise stated in the Series Supplement for such Series of Notes) or distinction.

(c) With respect to any Group, the Group Specific Collateral for such Group granted to the Trustee for the benefit of the Noteholders of such Group shall not include any Group Specific Collateral that is designated as securing any other Group. For all purposes hereunder and for the avoidance of doubt, the Group Specific Collateral for each Group will be held by the Trustee solely for the benefit of the Noteholders of each Series of Notes in such Group, and no Noteholder under any Series in any other Group will have any right, title or interest in, to or under such Group Specific Collateral. The obligations of CPF under this Base Indenture with respect to a Series of Notes issued hereunder shall be limited to recourse against the Collateral and Group Specific Collateral securing such Series of Notes and such obligations of CPF shall be paid only in accordance with the terms of the Indenture applicable to such Series of Notes. If all the amounts ultimately realized on the Collateral and Group Specific Collateral securing one or more Series of Notes are insufficient to satisfy CPF's obligations under the Indenture applicable to such Series of Notes, CPF shall have no further liability under this Base Indenture or the Series Supplement for any such Series of Notes and any outstanding obligations of CPF shall be extinguished as against the Group Secured Parties with respect to any such Series of Notes. CPF may identify and pledge to the Trustee additional Group Specific Collateral to secure a Series of Notes, as specified in the Series Supplement for such Series of Notes. For the avoidance of doubt, if it is determined that the Noteholders with respect to any Series of Notes have any right, title or interest in, to or under the Group Specific Collateral for any Group other than the Group Specific Collateral designated as securing such Series of Notes, then such Noteholders under such Series of Notes agree that their right, title and interest in, to or under the Group Specific Collateral not designated as securing such Noteholder's Series of Notes shall be subordinate in all respects to the claims or rights of the Noteholders under any Series of Notes for which such Group Specific Collateral is so designated. This Base Indenture shall constitute a subordination agreement for purposes of Section 510(a) of the Bankruptcy Code. This Section 3.2(c) shall survive termination of this Base Indenture for any reason whatsoever.

### Section 3.3. Certain Rights and Obligations of CPF Unaffected.

(a) Notwithstanding the assignment and security interest so granted to the Trustee on behalf of the Secured Parties and the Group Secured Parties for each Group, CPF shall nevertheless be permitted, subject to the provisions of Section 3.4, to give all consents, requests, notices, directions, approvals, extensions or waivers, if any, which are required to be given in the normal course of business (which does not include waivers of default under any of any Applicable Collateral Agreements for any Series of Notes); provided, that the Trustee shall have the right to revoke such permission with respect to any such rights arising under or with respect to Group Specific Collateral of a particular Group upon the occurrence of an Amortization Event with respect to any Series of Notes Outstanding in such Group.

(b) The assignment of and grant of a security interest in the Collateral and in the Group Specific Collateral for each Group to the Trustee on behalf of the Secured Parties and the Group Secured Parties for such Group, respectively, shall not (i) relieve CPF from the performance of any term, covenant, condition or agreement on CPF's part to be performed or observed under or in connection with any of the Applicable Collateral Agreements for any Series of Notes or (ii) impose any obligation on the Trustee or any of the Secured Parties or Group Secured Parties for such Group to perform or observe any such term, covenant, condition or agreement on CPF's part to be so performed or observed or impose any liability on the Trustee or any of the Secured Parties or Group Secured Parties for such Group for any act or omission on the part of CPF or from any breach of any representation or warranty on the part of CPF.

(c) CPF hereby agrees to indemnify and hold harmless the Trustee (including its directors, officers, employees and agents) from and against any and all losses, liabilities (including liabilities for penalties), claims, demands, actions, suits, judgments, reasonable out-of-pocket costs and expenses arising out of or resulting from the assignments and security interests granted hereby, whether arising by virtue of any act or omission on the part of CPF or otherwise, including, without limitation, the reasonable out-of-pocket costs, expenses, and disbursements (including reasonable attorneys' fees and expenses) incurred by the Trustee in enforcing this Indenture or preserving any of its rights to, or realizing upon, any of the Collateral or Group Specific Collateral for any Group; provided, however, the foregoing indemnification shall not extend to any action by the Trustee which constitutes gross negligence or willful misconduct by the Trustee or any other indemnified person hereunder. The indemnification provided for in this Section 3.3 shall survive the removal of, or a resignation by, such Person as Trustee as well as the termination of this Base Indenture or the Series Supplement for any Series of Notes.

### Section 3.4. Performance of Applicable Collateral Agreements.

(a) Upon the occurrence of a default or breach by any Person party to an Applicable Collateral Agreement for a Series of Notes, promptly following a request from the Trustee to do so and at CPF's expense, CPF agrees to take all such lawful action as permitted under this Base Indenture and the Series Supplement for such Series of Notes as the Trustee may request to compel or secure the performance and observance by CPF, the Applicable Nominee Lienholder, the Administrator, the Lessee, the Guarantor or any other party to such Applicable



Collateral Agreements of its obligations to CPF, and to exercise any and all rights, remedies, powers and privileges lawfully available to CPF to the extent and in the manner directed by the Trustee, including, without limitation, the transmission of notices of default and the institution of legal or administrative actions or proceedings to compel or secure performance by CPF, the Applicable Nominee Lienholder, the Administrator, the Lessee or the Guarantor (or such other party to such Applicable Collateral Agreement) of their respective obligations thereunder. If (i) CPF shall have failed, within 30 days of receiving the direction of the Trustee to take commercially reasonable action to accomplish such directions of the Trustee, (ii) CPF refuses to take any such action or (iii) the Trustee reasonably determines that such action must be taken immediately, in any such case the Trustee may take, at the expense of CPF, such previously directed action and any related action permitted under this Base Indenture and the Series Supplement for the related Series of Notes which the Trustee thereafter determines is appropriate (without the need under this provision or any other provision under this Indenture to direct CPF to take such action), on behalf of CPF and the Group Secured Parties for the relevant Group. For the avoidance of doubt, the foregoing provisions of this Section 3.4(a) shall not apply to any Collateral.

(b) Promptly following a request from the Trustee to do so and at CPF's expense, CPF agrees to take all such lawful action with respect to the Collateral as permitted under this Base Indenture as the Trustee, acting at the direction of the Requisite Investors, may request to exercise any and all rights, remedies, powers and privileges lawfully available to CPF to the extent and in the manner requested by the Trustee. If (i) CPF shall have failed, within 30 days of receiving such a request of the Trustee to take commercially reasonable action to accomplish such request of the Trustee, (ii) CPF refuses to take any such action or (iii) the Trustee reasonably determines that such action must be taken immediately, in any such case, the Trustee shall take, at the expense of CPF, such previously requested action and any related action permitted under this Base Indenture which the Trustee thereafter determines is appropriate (without the need under this provision or any other provision under this Indenture to direct CPF to take such action), on behalf of CPF and the Secured Parties.

#### Section 3.5. Release of Collateral.

(a) The Trustee shall, when required by the provisions of this Indenture and at CPF's reasonable request, execute instruments provided to it to release property from the lien of this Indenture, or convey the Trustee's interest in the same, in a manner and under circumstances that are not inconsistent with the provisions of this Indenture. No party relying upon an instrument executed by the Trustee as provided in this Section 3.5 shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any moneys.

(b) From and after the earlier of (i) the date of the deposit of the Disposition Proceeds of an Applicable CPF Truck by or on behalf of CPF into the Collection Account (for further credit to the Group Collection Account for the relevant Group) and (ii) in the case of a Casualty, the date the related Casualty Payment is deposited into the Collection Account (for further credit to the Group Collection Account for the relevant Group), such Applicable CPF

Truck and the related Certificate of Title shall automatically be released from the lien of this Base Indenture and the Series Supplement for each Series of Notes in the related Group.

(c) The Trustee shall, at such time as there is no Note Outstanding, release any remaining portion of the Collateral from the lien of this Indenture and release to CPF any funds then on deposit in the Collection Account and any Series Accounts. The Trustee shall, at such time as there is no Note of a particular Group Outstanding, release any remaining portion of the Group Specific Collateral for such Group from the lien of this Base Indenture and the Series Supplement for any Series of Notes in such Group and release to CPF any funds then on deposit in the Group Collection Account and any Series Accounts for such Group. The Trustee shall release property from the lien of this Base Indenture or the Series Supplement for any Series of Notes pursuant to this Section 3.5(c) only upon receipt of a Company Order accompanied by an Officer's Certificate meeting the applicable requirements of Section 13.3 and, upon request by the Trustee, an Opinion of Counsel.

Section 3.6. Opinions of Counsel. The Trustee shall receive at least seven days' notice when requested by CPF to take any action pursuant to Section 3.5(a), accompanied by copies of any instruments involved, and the Trustee may also require as a condition of such action, an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, stating the legal effect of any such action, outlining the steps required to complete the same, and concluding that all such action will not materially and adversely impair the security for any Series of Notes or the rights of any Noteholders; provided, however that such Opinion of Counsel shall not be required to express an opinion as to the fair value of the Collateral or of any Group Specific Collateral. Counsel rendering any such opinion may rely, without independent investigation, on the accuracy and validity of any certificate or other instrument delivered to the Trustee in connection with any such action.

Section 3.7. Stamp, Other Similar Taxes and Filing Fees. CPF shall indemnify and hold harmless the Trustee from any present or future claim for liability for any stamp or other similar tax and any penalties or interest with respect thereto, that may be assessed, levied or collected by any jurisdiction in connection with this Indenture or any Collateral or any Group Specific Collateral for any Group. CPF shall pay, or reimburse the Trustee for, any and all amounts in respect of, all search, filing, recording and registration fees, taxes, excise taxes and other similar imposts that may be payable or determined to be payable in respect of the execution, delivery, performance and/or enforcement of this Indenture.

[THE REMAINDER OF ARTICLE 3, INCLUDING ANY ADDITIONAL COLLATERAL WITH RESPECT TO A SERIES, MAY BE SPECIFIED IN ANY SUPPLEMENT WITH RESPECT TO ANY SUCH SERIES]

## ARTICLE 4. REPORTS

### Section 4.1. Reports and Instructions to Trustee.

(a) Daily Reports. On each Business Day commencing on the Initial Closing Date, CPF shall prepare and maintain, or cause to be prepared and maintained, at the office of CPF, a record (each, a "Daily Report") setting forth the aggregate of the amounts deposited in the Collection Account, and the applicable portion thereof to be further credited to the Group Collection Account for each Group, on the immediately preceding Business Day, which shall consist of: (A) the aggregate amount of proceeds received with respect to the sale of Applicable CPF Trucks for each Group and deposited in the Collection Account, for further credit to the Group Collection Account for such Group, (B) the aggregate amount of other Collections deposited in the Collection Account, for further credit to the Group Collection Account for the relevant Group, and (C) the aggregate amount of withdrawals made from the Collection Account, and the Group Collection Account for each Group, to pay the Initial Acquisition Cost of Trucks or maintenance and other administrative expenses in respect of any Applicable CPF Trucks for such Group. CPF shall deliver a copy of the Daily Report for each Business Day to the Trustee.

(b) Reports and Certificates. Promptly following delivery to CPF, CPF shall forward to the Trustee copies of all reports, certificates, information or other materials delivered to CPF pursuant to the Applicable CPF Lease for each Series of Notes.

(c) Monthly Certificate. On each Determination Date, CPF shall furnish to the Trustee and the Paying Agent a certificate for each Group substantially in the form of Exhibit A (each a "Monthly Certificate"). The Monthly Certificate delivered in March of each calendar year beginning in March 2011 shall list all Applicable CPF Trucks by Group and shall set forth the Group to which each such Applicable CPF Truck relates.

(d) Monthly Noteholders' Statement. On each Determination Date, CPF shall furnish to the Paying Agent a Monthly Noteholders' Statement with respect to each Series of Notes substantially in the form, or as otherwise provided, in the Series Supplement for such Series of Notes.

(e) Monthly Collateral Certificate. On or before (but not more than five days before) each Distribution Date, CPF shall furnish to the Trustee an Officer's Certificate of CPF for each Group to the effect that, except as stated therein, (i) the Collateral and all Applicable CPF Trucks and other Group Specific Collateral for such Group is free and clear of all Liens, other than Permitted Liens, and (ii) a schedule describing all of the vicarious liability claims then outstanding against CPF.

(f) Quarterly Compliance Certificates. On or before (but not more than five days before) the Distribution Date in each of March, June, September and December, commencing in June 2010, CPF shall deliver to the Trustee an Officer's Certificate of CPF to the effect that, except as provided in a notice delivered pursuant to Section 8.9, no Amortization Event or Potential Amortization Event with respect to any Series of Notes Outstanding in any

Group has occurred or is continuing and no Lease Event of Default or Potential Lease Event of Default under the Applicable CPF Lease for any Group has occurred or is continuing.

(g) Additional Information. From time to time such additional information regarding the financial position, results of operations or business of the Lessee, the Guarantor, the Administrator, or CPF as the Trustee may reasonably request to the extent that such information is available to CPF pursuant to the Applicable Related Documents for any Series of Notes.

(h) Instructions as to Withdrawals and Payments. CPF will furnish, or cause to be furnished, to the Trustee or the Paying Agent, as applicable, written instructions to make withdrawals and payments from the Collection Account and any other accounts specified in a Series Supplement for a Series of Notes (including the Group Collection Account for the relevant Group) and to make drawings under any Enhancement as contemplated herein and in the Series Supplement for such Series of Notes. The Trustee and the Paying Agent shall promptly follow any such written instructions, which, notwithstanding any provision contained in the Indenture or any Applicable Related Document in connection with any Series of Notes, may be provided by facsimile transmission or e-mail.

#### Section 4.2. Reports to Noteholders.

(a) Distribution of Monthly Noteholders' Statement. On each Distribution Date, the Paying Agent shall forward to each Noteholder of record as of the immediately preceding Record Date of each Series of Notes Outstanding the Monthly Noteholders' Statement with respect to such Series.

(b) Annual Noteholders' Tax Statement. Unless otherwise specified in the Series Supplement for a Series of Notes, beginning with calendar year 2011, the Paying Agent shall furnish upon written request received on or before January 31 of any calendar year to each Person who at any time during the preceding calendar year was a Noteholder a statement prepared by CPF containing the information which is required to be contained in the Monthly Noteholders' Statements with respect to each Series of Notes aggregated for such calendar year or the applicable portion thereof during which such Person was a Noteholder, together with such other customary information (consistent with the treatment of the Notes as debt) as CPF deems necessary or desirable to enable such Noteholder to prepare its tax return (each such statement, an "Annual Noteholders' Tax Statement"). Such obligations of CPF to prepare and the Paying Agent to distribute the Annual Noteholders' Tax Statement shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided by the Paying Agent pursuant to any requirements of the Code as may be in effect from time to time.

Section 4.3. Rule 144A Information. For so long as any of the Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, CPF covenants and agrees that it

shall, during any period in which it is not subject to Section 13 or 15(d) under the Exchange Act, make available to any Noteholder and to any prospective purchaser of Notes designated by such Noteholder, upon the request of such Noteholder or prospective purchaser, any information required to be provided to such holder or prospective purchaser to satisfy the conditions set forth in Rule 144A(d)(4) under the Securities Act.

Section 4.4. Administrator. Pursuant to the Applicable Administration Agreement for each Series of Notes, the Administrator has agreed, or may agree, to provide certain reports, instructions and other services on behalf of CPF. The Noteholders by their acceptance of the Notes consent to the provision of such reports by the Administrator in lieu of CPF.

[ANY ADDITIONAL REPORTING REQUIREMENTS WITH RESPECT TO A SERIES OF NOTES MAY BE SPECIFIED IN ANY SERIES SUPPLEMENT WITH RESPECT TO SUCH SERIES OF NOTES.]

#### ARTICLE 5. ALLOCATION AND APPLICATION OF COLLECTIONS

##### Section 5.1. Collection Account and Group Collection Accounts.

(a) Establishment of Collection Account and Group Collection Accounts. On or prior to the Initial Closing Date, CPF, the Collection Account Securities Intermediary and the Trustee shall have entered into the Collection Account Control Agreement pursuant to which the Collection Account shall be established and maintained for the collective benefit of the Noteholders. On or prior to the Series Closing Date for the first Series of Notes of any Group, CPF, the Securities Intermediary and the Trustee shall have entered into an account control agreement pursuant to which the Group Collection Account for such Group shall be established and maintained for the collective benefit of the Noteholders of each Series in such Group. If at any time a Trust Officer obtains knowledge that the Collection Account or any Group Collection Account is no longer an Eligible Account, the Trustee shall, within ten (10) Business Days of obtaining such knowledge, cause the Collection Account or such Group Collection Account, as applicable, to be moved to a Qualified Institution or a Qualified Trust Institution and cause the depository maintaining the new Collection Account or Group Collection Account to assume the obligations of the existing Collection Account Securities Intermediary under the Collection Account Control Agreement or the existing Securities Intermediary under such account control agreement, as applicable. Initially, the Collection Account and, unless otherwise provided in the Series Supplement for a Series of Notes in a Group, each Group Collection Account will be established with the Trustee.

(b) Administration of the Collection Account and Group Collection Accounts. All amounts held in the Collection Account and each Group Collection Account shall be invested in Permitted Investments in accordance with the Collection Account Control Agreement or other applicable account control agreement at the written direction of CPF. Investments of funds on

deposit in the Group Collection Account or any administrative sub-accounts of the Group Collection Account established in respect of a particular Series of Notes in a Group shall be required to mature on or before the dates specified in the Series Supplement for such Series of Notes. In the absence of written investment instructions hereunder, funds on deposit in the Collection Account and each Group Collection Account shall remain uninvested. CPF shall not direct the disposal of any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the initial purchase price of such Permitted Investment.

(c) Earnings from Collection Account and Group Collection Accounts. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Collection Account or any Group Collection Account shall be deemed to be available and on deposit for distribution. CPF shall, to the extent reasonably practicable, allocate earnings in the Collection Account to one or more Groups based on the Group Specific Collateral to which such amounts relate, and to the extent such allocation is not reasonably practicable, CPF may in its sole discretion allocate earnings in the Collection Account to one or more Groups.

(d) Establishment of Series Accounts. To the extent specified in the Series Supplement with respect to any Series of Notes in any Group, the Trustee may establish and maintain a Group Collection Account for such Group and one or more other Series Accounts and/or administrative sub-accounts of the Collection Account to facilitate the proper allocation of Collections in accordance with the terms of this Base Indenture and such Series Supplement.

(e) Trustee Accounts as Securities Accounts. Each of CPF and the Trustee on behalf of the secured parties hereunder and as Securities Intermediary acknowledges and agrees that all of the accounts established under Article 4 of this Base Indenture and under Series Supplement for any Series of Notes (all such accounts and any accounts established by the Trustee or CPF under any Series Supplement for any future Series of Notes, the “Issuer Accounts”) are intended to be, and the Trustee agrees to establish such accounts as, “securities accounts” (as defined in Section 8-501 of the New York UCC). The Trustee represents and warrants that it is a “securities intermediary” (as defined in Section 8-102 of the New York UCC) and a “bank” (as defined in Section 9-102 of the New York UCC) (the Trustee in such capacities is referred to herein as the “Securities Intermediary”). The Securities Intermediary has, at the time of execution and delivery of the Base Indenture, entered into a Control Agreement with respect to each existing Issuer Account and will, unless otherwise provided in the Series Supplement for a new Series of Notes, execute and deliver a Control Agreement with respect to any Issuer Accounts hereinafter created pursuant to a Series Supplement for a Series of Notes or any other Applicable Related Document for a Series of Notes.

#### Section 5.2. Collections and Allocations.

(a) Collections in General. Until this Base Indenture is terminated pursuant to Section 11.1, CPF shall, and the Trustee is authorized to, cause all Collections due and to become due to CPF or the Trustee, as the case may be, to be deposited in the following manner:

(i) all amounts representing the proceeds from sales of Applicable CPF Trucks for any Series of Notes by CPF, the Lessee or the Administrator to third parties to be deposited by CPF, the Lessee or the Administrator within two Business Days of its receipt into the Collection Account, for further credit to the Group Collection Account for the relevant Group;

(ii) all amounts payable to CPF pursuant to the Applicable CPF Lease for any Series of Notes shall be paid directly to the Trustee for deposit into the Collection Account, for further credit to the Group Collection Account for the relevant Group;

(iii) all amounts due from any other source in respect of the Collateral and the Group Specific Collateral for any Group (other than insurance proceeds and warranty payments in respect of Applicable CPF Trucks for any Series of Notes) to be paid either (a) directly into the Collection Account at such times as such amounts are due or (b) by the Administrator or the Lessee into the Collection Account within two Business Days of its receipt thereof (and, in each case, CPF represents to the Secured Parties and the Group Secured Parties for such Group that it has instructed the Administrator, the Lessee and any other source of Collections, as applicable, to so remit such amounts), it being understood that any such amounts due in respect of Group Specific Collateral for a Group shall be further credited to the Group Collection Account for such Group.

All amounts on deposit in the Collection Account shall be allocated and distributed as provided herein and as supplemented by the Series Supplement for each outstanding Series of Notes.

Upon the occurrence and during the continuance of an Amortization Event or Potential Amortization Event with respect to any Series of Notes Outstanding, insurance proceeds and warranty payments relating to the Group Specific Collateral for such Series of Notes will be deposited in the Collection Account and further credited to the Group Collection Account for the related Group, in each case, within two Business Days of their receipt by CPF, the Lessee or the Administrator; provided, however, upon the delivery of an Officer's Certificate of the Administrator to the Trustee (upon which it may conclusively rely) certifying (i) that an Applicable CPF Truck for which insurance proceeds or warranty payments, as the case may be, have been received in the Collection Account has been repaired and (ii) as to the dollar amount of such repairs, the Trustee shall release to CPF insurance proceeds or warranty payments, as the case may be, in such dollar amount (to the extent not previously applied hereunder). CPF agrees that if any such monies, instruments, cash or other proceeds shall be received by CPF in an account other than the Collection Account or in any other manner, such monies, instruments, cash and other proceeds will not be commingled by CPF with any of its other funds or property, if any, but will be held separate and apart therefrom and shall be held in trust by CPF for, and immediately paid over to, but in any event within two Business Days from receipt, the Trustee, with any necessary endorsement. CPF shall ensure that all funds to be deposited in the Collection Account are paid to the Trustee by wire transfer. All monies, instruments, cash and other proceeds received by the Trustee pursuant to this Indenture shall be immediately deposited in the Collection Account and further credited to the Group Collection Account for the relevant Group, and shall, in each case, be applied as provided in this Article 5.

(b) Allocations for Noteholders. On each day on which Collections are deposited into the Collection Account, CPF shall, upon identification of the Collections, allocate Collections deposited into the Collection Account in accordance with this Article 5 and shall instruct the Trustee to withdraw the required amounts from the Collection Account and make the required deposits in any Series Account (including, without limitation, the Group Collection Account for each Group) in accordance with this Article 5, as modified by the Series Supplement for any Series of Notes. CPF shall make such deposits or payments on the date indicated therein in immediately available funds or as otherwise provided in the Series Supplement for any Series of Notes.

(c) Unallocated Principal Collections. If, after giving effect to Section 5.2(b), Principal Collections allocated to any Series on any Distribution Date are in excess of the amount required to be paid in respect of such Series on such Distribution Date, then any such excess Principal Collections shall be allocated to CPF or such other party as may be entitled thereto as set forth in the Series Supplement for any Series of Notes.

Section 5.3. Determination of Monthly Interest. Monthly payments of interest on each Series of Notes shall be determined, allocated and distributed in accordance with the procedures set forth in the Series Supplement for such Series of Notes.

Section 5.4. Determination of Monthly Principal. Monthly payments of principal of each Series of Notes shall be determined, allocated and distributed in accordance with the procedures set forth in the Series Supplement for such Series of Notes. However, all principal of or interest on any Series of Notes shall be due and payable no later than the Series Termination Date with respect to such Series.

[THE REMAINDER OF ARTICLE 5 IS RESERVED AND MAY BE SPECIFIED IN ANY SERIES SUPPLEMENT WITH RESPECT TO ANY SERIES OF NOTES.]

## ARTICLE 6. DISTRIBUTIONS

### Section 6.1. Distributions in General

(a) Notwithstanding any provision hereof or of the Series Supplement for any Series of Notes, prior to depositing any amounts on deposit in the Collection Account or the Group Collection Account for any Group into any Distribution Account, all amounts due and payable to the Trustee pursuant to Section 10.5 and under the Applicable Nominee Agreement for any Series of Notes (including all reasonable costs and expenses incurred by the Trustee related to the disposition of any Collateral or Group Specific Collateral for any Group), to the



extent not already paid by CPF, shall be withdrawn from the Collection Account or the Group Collection Account for the relevant Group and paid to the Trustee. Unless otherwise specified in the Series Supplement for a Series of Notes, on each Distribution Date with respect to each Outstanding Series, after payment of the amounts described in the preceding sentence, (i) the Paying Agent shall deposit (in accordance with the Monthly Certificate delivered to the Trustee) in the Distribution Account for each such Series the amounts on deposit in the Group Collection Account for the relevant Group, in each case, allocable to Noteholders of such Series as interest and principal, and (ii) to the extent provided for in the Series Supplement for such Series of Notes, the Trustee shall deposit in the Distribution Account for each such Series the amount of Enhancement for such Series drawn in connection with such Distribution Date.

(b) Unless otherwise specified in the Series Supplement for a Series of Notes, on each Distribution Date, the Paying Agent shall pay to the Noteholders of each Series of record on the preceding Record Date the amounts payable thereto hereunder by check mailed first-class postage prepaid or by wire (according to wiring instructions to be provided by such Noteholder) to such Noteholder at the address for such Noteholder appearing in the Note Register, except that with respect to Notes registered in the name of a Clearing Agency or its nominee, such amounts shall be payable by wire transfer of immediately available funds released by the Paying Agent from the applicable Series Account no later than noon (New York City time) on the Payment Date for credit to the account designated by such Clearing Agency or its nominee, as applicable; provided, however, that, the final principal payment due on a Note shall only be paid to the Noteholder of a Note on due presentment of such Note for cancellation in accordance with the provisions of the Note.

(c) Unless otherwise specified in the Series Supplement for a Series of Notes, (i) all distributions to Noteholders of all Classes within a Series of Notes will have the same priority and (ii) in the event that on any date of determination the amount available to make payments to the Noteholders of a Series is not sufficient to pay all sums required to be paid to such Noteholders on such date, then each Class of Noteholders will receive its ratable share (based upon the aggregate amount due to such Class of Noteholders) of the aggregate amount available to be distributed in respect of the Notes of such Series.

#### ARTICLE 7. REPRESENTATIONS AND WARRANTIES

CPF hereby represents and warrants, for the benefit of the Trustee and the Noteholders of each Series in a Group, as follows as of the Restatement Effective Date and each Series Closing Date for each Series of Notes in such Group:

Section 7.1. Existence and Power. CPF (a) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, (b) is duly qualified to do business as a foreign company and in good standing under the laws of each jurisdiction where the character of its property, the nature of its business or the performance of its obligations make such qualification necessary, and (c) has all company powers and all governmental licenses, authorizations,

consents and approvals required to carry on its business as now conducted and for purposes of the transactions contemplated by this Base Indenture and the other Applicable Related Documents.

Section 7.2. Company and Governmental Authorization. The execution, delivery and performance by CPF of this Base Indenture, the Series Supplement for each Series of Notes in such Group and each other Applicable Related Document to which it is a party (a) is within CPF's company power and has been duly authorized by all necessary company action, (b) requires no action by or in respect of, or filing with, any Governmental Authority which has not been obtained and (c) does not contravene, or constitute a default under, any Requirements of Law with respect to CPF or any Contractual Obligation with respect to CPF or any of its assets or result in the creation or imposition of any Lien on any property of CPF, except for Liens created by this Base Indenture or the Applicable Related Documents. This Base Indenture, the Series Supplement for each Series of Notes in such Group, and each of the other Applicable Related Documents to which CPF is a party has been executed and delivered by a duly authorized officer of CPF.

Section 7.3. No Consent. No consent, action by or in respect of, approval or other authorization of, or registration, declaration or filing with, any Governmental Authority or other Person is required for the valid execution and delivery by CPF of this Base Indenture, the Series Supplement for any Series of Notes in such Group or any Applicable Related Document or for the performance of any of CPF's obligations hereunder or thereunder other than such consents, approvals, authorizations, registrations, declarations or filings as shall have been obtained by CPF prior to the Initial Closing Date or as contemplated in Section 7.14.

Section 7.4. Binding Effect. This Base Indenture, the Series Supplement for each Series of Notes in such Group, and each other Applicable Related Document is a legal, valid and binding obligation of CPF enforceable against CPF in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity and by an implied covenant of good faith and fair dealing).

Section 7.5. Financial Information; Financial Condition. All balance sheets, all statements of operations, of members' equity and of cash flow, and other financial data (other than projections) which have been or shall hereafter be furnished by CPF to the Trustee and any Noteholder for a Series of Notes in such Group have been and will be prepared in accordance with GAAP (to the extent applicable) and do and will present fairly the financial condition of the entities involved as of the dates thereof and the results of their operations for the periods covered thereby, subject, in the case of all unaudited statements, to normal year-end adjustments and lack of footnotes and presentation items.

Section 7.6. Litigation. There is no action, suit or proceeding pending against or, to the knowledge of CPF, threatened against or affecting CPF before any court or arbitrator or any Governmental Authority with respect to which there is a reasonable possibility of an adverse decision that would materially adversely affect the financial position, results of operations, business, properties, performance, prospects or condition (financial or otherwise) of CPF or which in any manner draws into question the validity or enforceability of this Base Indenture, the Series Supplement for any Series of Notes in such Group or any other Applicable Related Document or the ability of CPF to perform its obligations hereunder or thereunder.

Section 7.7. No ERISA Plan. CPF has not established and does not maintain or contribute to any Pension Plan that is covered by Title IV of ERISA.

Section 7.8. Tax Filings and Expenses. CPF has filed all federal, state and local tax returns and all other tax returns which, to the knowledge of CPF, are required to be filed (whether informational returns or not), and has paid all taxes due, if any, pursuant to said returns or pursuant to any assessment received by CPF, except such taxes, if any, as are being contested in good faith and for which adequate reserves have been set aside on its books. CPF has paid all fees and expenses required to be paid by it in connection with the conduct of its business, the maintenance of its existence and its qualification as a foreign limited liability company authorized to do business in each State in which it is required to so qualify, except to the extent that the failure to pay such fees and expenses is not reasonably likely to result in a Material Adverse Effect.

Section 7.9. Disclosure. All certificates, reports, statements, documents and other information furnished to the Trustee or any Noteholder for a Series of Notes in such Group by or on behalf of CPF

pursuant to any provision of this Base Indenture or any Applicable Related Document, or in connection with or pursuant to any amendment or modification of, or waiver under, this Base Indenture or any Applicable Related Document, shall, at the time the same are so furnished, be complete and correct to the extent necessary to give the Trustee or such Noteholder true and accurate knowledge of the subject matter thereof in all material respects, and the furnishing of the same to the Trustee or such Noteholder shall constitute a representation and warranty by CPF made on the date the same are furnished to the Trustee or to such Noteholder to the effect specified herein.

Section 7.10. Investment Company Act. CPF is not, and is not controlled by, an “investment company” within the meaning of, and is not required to register as an “investment company” under, the Investment Company Act.

Section 7.11. Regulations T, U and X. No proceeds of any Series of Notes in such Group will be used to purchase or carry any “margin stock” (as defined or used in the regulations of the Board of Governors of the Federal Reserve System, including Regulations T, U and X thereof). CPF is not engaged in the business of extending credit for the purpose of purchasing or carrying any margin stock.

Section 7.12. Solvency. Both before and after giving effect to the transactions contemplated by this Base Indenture, the Series Supplement for each Series of Notes in such Group, and the other Applicable Related Documents, CPF is solvent within the meaning of the Bankruptcy Code and CPF is not the subject of any voluntary or involuntary case or proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy or insolvency law and no Event of Bankruptcy has occurred with respect to CPF.

Section 7.13. Ownership of Membership Interests; Subsidiary. All of the issued and outstanding shares of membership interests of CPF are owned by BRAC, all membership interests have been validly issued, are fully paid and non-assessable and are owned of record by BRAC, free and clear of all Liens other than Permitted Liens. CPF has no subsidiaries and owns no capital stock of, or other equity interest in, any other Person.

Section 7.14. Security Interests.

(a) All action necessary (including the filing of UCC-1 financing statements necessary to perfect the Trustee's security interest in the Collateral for the benefit of the Secured Parties and in the Group Specific Collateral for such Group for the benefit of the Group Secured Parties for such Group (in each case, now in existence and hereafter acquired)), has been or will be duly and effectively taken on or prior to the Restatement Effective Date or, solely in the case of Group Specific Collateral for such Group, on or prior to the date of the issuance of the first Series of Notes in such Group.

(b) CPF owns and has good and marketable title to the Collateral and the Group Specific Collateral for such Group, in each case, free and clear of all Liens other than Permitted Liens. CPF's rights under the Applicable Collateral Agreements constitute general intangibles under the applicable UCC. This Base Indenture constitutes a valid and continuing Lien on the Collateral and the Group Specific Collateral for such Group in favor of the Trustee on behalf of the Secured Parties and the Group Secured Parties for such Group, respectively, which Lien on the Collateral and the Group Specific Collateral for such Group has been perfected and is prior to all other Liens (other than Permitted Liens), enforceable as such as against creditors of and purchasers from CPF in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity and by an implied covenant of good faith and fair dealing. CPF has received all consents and approvals required by the terms of the Collateral and the Group Specific Collateral for such Group to the pledge of the Collateral and the Group Specific Collateral for such Group to the Trustee.

(c) Other than the security interests granted to the Trustee hereunder, CPF has not pledged, assigned, sold or granted a security interest in the Collateral or the Group Specific Collateral for such Group. All action necessary (including the filing of UCC-1 financing statements and, other than as set forth in the definition of "Eligible Truck" in any Series Supplement for such Group, the notation on the Certificates of Title for all Applicable CPF Trucks of the Trustee's Lien (or, if applicable, the Lien of the Applicable Nominee Lienholder on behalf of the Trustee), for the benefit of the Secured Parties and the Group Secured Parties for such Group, as applicable) to protect and perfect the Trustee's security interest in the Collateral and the Group Specific Collateral for such Group has been duly and effectively taken. No security agreement, financing statement, equivalent security or lien instrument or continuation statement listing CPF as debtor covering all or any part of the Collateral or the Group Specific Collateral for such Group is on file or of record in any jurisdiction, except such as may have been filed, recorded or made by CPF in favor of the Trustee on behalf of the Secured Parties and the Group Secured Parties for such Group in connection with this Base Indenture and the Series Supplement for any Series of Notes in such Group, and CPF has not authorized any such filing.

(d) CPF's legal name is Centre Point Funding, LLC and its location within the meaning of Section 9-307 of the applicable UCC is the State of Delaware. Except for a change pursuant to Section 8.20, the place where its records concerning the Collateral and the Group Specific Collateral for such Group are kept are at: 6 Sylvan Way, Parsippany, NJ and 300 Centre

point Drive, Virginia Beach, VA. CPF does not transact business under any other name, and CPF has not transacted business under any other name except for Budget Truck Funding, LLC.

(e) All authorizations in this Base Indenture for the Trustee to endorse checks, instruments and securities and to execute financing statements, continuation statements, security agreements, Certificates of Title, and other instruments with respect to the Collateral and the Group Specific Collateral for such Group are powers coupled with an interest and are irrevocable for so long as this Base Indenture is in effect.

(f) No other liens, other than the liens in favor of the Trustee for the benefit of the Group Secured Parties for such Group, are noted on any Certificates of Title issued for the Applicable CPF Trucks.

(g) No Person acquired an interest in any Applicable CPF Truck or in any funds used to acquire such interest by reason of fraud, theft, forgery, negligence or administrative error by any Person.

(h) This Base Indenture creates a valid and continuing Lien (as defined in the New York UCC) in the Collateral and the Group Specific Collateral for such Group in favor of the Trustee for the benefit of the Secured Parties and the Group Secured Parties for such Group, respectively, which Lien is prior to all other Liens (other than Permitted Liens) and is enforceable as such as against creditors of and purchasers from CPF in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity and by an implied covenant of good faith and fair dealing. All action necessary to perfect such first-priority security interest has been duly taken.

(i) CPF is a "registered organization" within the meaning of Section 9-102(a)(70) of the applicable UCC.

(j) CPF has caused or will have caused, within ten days, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest (to the extent a security interest can be perfected by the filing of financing statements) in the Collateral and the Group Specific Collateral for such Group granted to the Trustee in favor of the Secured Parties and the Group Secured Parties for such Group, respectively, hereunder.

(k) CPF has not authorized the filing of and is not aware of any financing statements against CPF that include a description of collateral covering the Collateral or the Group Specific Collateral for such Group other than any financing statements relating to the security interests granted to the Trustee for the benefit of the Secured Parties and the Group Secured Parties for such Group hereunder or that has been terminated. CPF is not aware of any judgment or tax lien filings against CPF.

Section 7.15. Applicable Related Documents.

The Applicable Collateral Agreements are in full force and effect. There is no outstanding Administrator Default under the Applicable Administration Agreement or Lease Event of Default under the Applicable CPF Lease, nor have events occurred which, with the giving of notice, the passage of time or both, would constitute an Administrator Default under the Applicable Administration Agreement or a Lease Event of Default under the Applicable CPF Lease.

Section 7.16. Non-Existence of Other Agreements.

Other than as permitted by Section 8.23, (i) CPF is not a party to any contract or agreement of any kind or nature and (ii) CPF is not subject to any obligations or liabilities of any kind or nature in favor of any third party, including, without limitation, Contingent Obligations. CPF has not engaged in any activities since its formation (other than those incidental to its formation, the authorization and the issue of the initial Series of Notes, the execution of the Applicable Related Documents to which it is a party and the performance of the activities referred to in or contemplated by such agreements).

Section 7.17. Compliance with Contractual Obligations and Laws

CPF is not (i) in violation of its certificate of formation or limited liability company agreement; (ii) in violation of any Requirement of Law with respect to CPF; (iii) in violation of any Contractual Obligation with respect to CPF.

Section 7.18. Other Representations.

All representations and warranties of CPF made in each Applicable Related Document to which it is a party are true and correct and are repeated herein as though fully set forth herein.

Section 7.19. No General Solicitation or General Advertising.

Neither CPF nor the Administrator has engaged, in connection with the offering of such Series of Notes, in any form of general solicitation or general advertising with the meaning of Rule 502(c) under the Securities Act.

[ANY ADDITIONAL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO A SERIES OF NOTES MAY BE SPECIFIED IN ANY SERIES SUPPLEMENT WITH RESPECT TO SUCH SERIES OF NOTES]

## ARTICLE 8. COVENANTS

CPF hereby covenants and agrees, for the benefit of the Trustee and the Noteholders of each Series in a Group, for so long as any Series of Notes in such Group shall be Outstanding, as follows:

### Section 8.1. Payment of Notes.

CPF shall pay the principal of (and premium, if any) and interest on each Series of Notes in such Group when due pursuant to the provisions of this Base Indenture and the Series Supplement for each such Series of Notes. Principal and interest shall be considered paid on the date due if the Paying Agent holds on that date money designated for and sufficient to pay all principal and interest then due.

### Section 8.2. Maintenance of Office or Agency.

CPF will maintain an office or agency (which may be an office of the Trustee, the Registrar or co-registrar) where each Series of Notes in such Group may be surrendered for registration of transfer or exchange, where notices and demands to or upon CPF in respect of such Notes, the Base Indenture and the Series Supplement for each such Series of Notes may be served, and where, at any time when CPF is obligated to make a payment of principal of, and premium, if any, upon, such Notes, such Notes may be surrendered for payment. CPF will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time CPF shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office.

CPF may also from time to time designate one or more other offices or agencies where such Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. CPF will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

CPF hereby designates the Corporate Trust Office as one such office or agency of CPF in accordance with this Section 8.2.

### Section 8.3. Payment of Obligations.

CPF will pay and discharge, at or before maturity, all of its respective material obligations and liabilities, including, without limitation, tax liabilities and other governmental claims, except where the same may be contested in good faith by appropriate proceedings, and will maintain, in accordance with GAAP, reserves as appropriate for the accrual of any of the same.



Section 8.4. Maintenance of Property.

CPF will keep, or will cause to be kept, all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted; provided, however, that nothing in this Section 8.4 shall require CPF to maintain, or to make renewals, replacements, additions, betterments or improvements of or to, any tangible property, if such property, in the reasonable opinion of CPF, is obsolete or surplus or unfit for use and cannot be used advantageously in the conduct of the business of CPF.

Section 8.5. Conduct of Business and Maintenance of Existence.

CPF will do and cause to be done at all times all things necessary to maintain and preserve its existence as a limited liability company validly existing, and in good standing under the laws of the State of Delaware and duly qualified as a foreign limited liability company licensed under the laws of each state in which the failure to so qualify would have a Material Adverse Effect.

Section 8.6. Compliance with Laws.

CPF will comply in all respects with all Requirements of Law with respect to CPF and all applicable laws, ordinances, rules, regulations, and requirements of Governmental Authorities (including, without limitation, ERISA and the rules and regulations thereunder) except where the necessity of compliance therewith is contested in good faith by appropriate proceedings and where such noncompliance would not materially and adversely affect the financial position, results of operations, business, properties, performance, prospects or condition (financial or otherwise) of CPF or the ability of CPF to perform its obligations under this Base Indenture, the Series Supplement for any Series of Notes in such Group, or under any other Applicable Related Document to which it is a party; provided, however, such noncompliance will not result in a Lien (other than a Permitted Lien) on any of the Collateral or Group Specific Collateral for such Group.

Section 8.7. Inspection of Property, Books and Records.

CPF will keep proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions, business and activities in accordance with GAAP. CPF will permit the Trustee to visit and inspect any of its properties, to examine and make abstracts from any of its books and records and to discuss its affairs, finances and accounts with its officers, directors, employees and independent certified public accountants, all at such reasonable times upon reasonable notice and as often as may reasonably be requested.

Section 8.8. Compliance with the Applicable Collateral Agreements.

(a) CPF will perform and comply with each and every obligation, covenant and agreement required to be performed or observed by it in or pursuant to this Base Indenture and each other Applicable Related Document to which it is a party. CPF will not take any action which would permit the Lessee, the Guarantor, the Applicable Nominee Lienholder, the Administrator or any other Person to have the right to refuse to perform any of its respective obligations under any of the Applicable Collateral Agreements or any other instrument or agreement included in the Collateral or the Group Specific Collateral for such Group or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any Applicable Collateral Agreement or any such instrument or agreement.

(b) Except as otherwise provided in Section 3.3(a) and Section 9.2, CPF agrees that it will not, without the prior written consent of the Trustee acting at the direction of the Requisite Investors, exercise any right, remedy, power or privilege available to it with respect to any obligor under any instrument or agreement included in the Collateral, take any action to compel or secure performance or observance by any such obligor of its obligations to CPF or give any consent, request, notice, direction, approval, extension or waiver with respect to any such obligor; provided that CPF (i) may perform its obligations under any agreement in the ordinary course and (ii) may take the foregoing actions with respect to any Applicable Collateral Agreement for any Series of Notes in any particular Group or other instrument or agreement constituting Group Specific Collateral for a particular Group with the consent of the Requisite Group Investors for such particular Group. Subject to the requirements of the Applicable Related Documents for any applicable Series of Notes for any Group, CPF agrees that it will not, without the prior written consent of the Trustee, acting at the direction of the Requisite Investors, amend, modify, waive, supplement, terminate or surrender, or agree to any amendment, modification, supplement, termination, waiver or surrender of, the terms of any of the Applicable Related Documents for any Series of Notes for any Group; provided that any Applicable Related Document relating solely to any particular Group may be amended, modified, waived, supplemented, terminated or surrendered without the consent of any Noteholder or any Group of Noteholders if CPF delivers an Officer's Certificate to the Trustee that the Noteholders will not be materially adversely affected thereby and so long as CPF has satisfied the Rating Agency Condition with respect to each Series of Notes Outstanding in such Group. Upon the occurrence of an Administrator Default under the Applicable Administration Agreement, CPF will not, without the prior written consent of the Trustee acting at the direction of the Requisite Group Investors of such Group, terminate the Administrator under the Applicable Administration Agreement and appoint a successor Administrator in accordance with the Applicable Administration Agreement, and will terminate the Administrator under the Applicable Administration Agreement and appoint a successor Administrator in accordance with the Applicable Administration Agreement if and when so directed by the Trustee acting at the direction of the Requisite Group Investors of such Group.

Section 8.9. Notice of Defaults.

Promptly upon becoming aware of (i) any Potential Amortization Event or Amortization Event with respect to any Series of Notes Outstanding in such Group, any Potential Lease Event of Default, any Lease Event of Default or any Administrator Default under the Applicable Administration Agreement or (ii) any default under any other Applicable Collateral Agreement, CPF shall give the Trustee notice thereof, together with an Officer's Certificate of CPF setting forth the details thereof and any action with respect thereto taken or contemplated to be taken by CPF.

Section 8.10. Notice of Material Proceedings.

Promptly upon becoming aware thereof, CPF shall give the Trustee written notice of the commencement or existence of any proceeding by or before any Governmental Authority against or affecting CPF which is reasonably likely to have a material adverse effect on the financial position, results of operations, business, properties, performance, prospects or condition (financial or otherwise) of CPF or the ability of CPF to perform its obligations under this Base Indenture or under any other Applicable Related Document to which it is a party.

Section 8.11. Further Requests.

CPF will promptly furnish to the Trustee such other information as, and in such form as, the Trustee may reasonably request in connection with the transactions contemplated hereby or by the Series Supplement for any Series of Notes in such Group.

Section 8.12. Further Assurances.

(a) CPF shall from time to time, and at its own expense, do such further acts and things, and promptly execute and deliver to the Trustee such additional assignments, agreements, powers and instruments, as are necessary or desirable (including as may be reasonably requested by the Trustee or the Administrator) to maintain the security interest of the Trustee in the Collateral on behalf of the Secured Parties and in the Group Specific Collateral for such Group on behalf of the Group Secured Parties for such Group, in each case, as a perfected security interest subject to no prior Liens (other than Permitted Liens), to carry into effect the purposes of this Base Indenture or the other Applicable Related Documents or to better assure and confirm unto the Trustee or the Noteholders of such Group their respective rights, powers and remedies hereunder including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens and security interests granted hereby. Without limiting the generality of the foregoing provisions of this Section 8.12(a), CPF shall take all actions that are required to maintain the security interest of the

Trustee in the Collateral on behalf of the Secured Parties and in the Group Specific Collateral for such Group on behalf of the Group Secured Parties for such Group, in each case, as a perfected security interest subject to no prior Liens (other than Permitted Liens) or to enable the Trustee or the Administrator to exercise and enforce its rights and remedies hereunder or under the Series Supplement for any Series of Notes in such Group with respect to any Collateral or Group Specific Collateral for such Group, including, without limitation (i) filing all UCC financing statements, continuation statements and amendments thereto necessary to achieve the foregoing, (ii) causing the Lien of the Trustee or the Applicable Nominee Lienholder to be noted on all Certificates of Title for any Applicable CPF Truck and (iii) causing the Administrator or its agent, as agent for the Trustee, to maintain possession of such Certificates of Title for the benefit of the Trustee pursuant to Section 2(b) of the Applicable Administration Agreement. CPF shall designate all accounts as “securities accounts” within the meaning of Section 8-501 of the New York UCC, and execute and deliver a Control Agreement with respect to each such account. If CPF fails to perform any of its agreements or obligations under this Section 8.12(a), the Trustee shall, at the direction of the Required Noteholders of any Series of Notes (in the case of agreements or obligations related to Collateral) or at the direction of the Required Noteholders of any affected Series of Notes (in the case of agreements or obligations related to Group Specific Collateral for such Group), itself perform such agreement or obligation, and the expenses of the Trustee incurred in connection therewith shall be payable by CPF upon the Trustee’s demand therefor. The Trustee is hereby authorized, but shall have no obligation, to execute and file any financing statements, continuation statements or other instruments necessary or appropriate to perfect or maintain the perfection of the Trustee’s security interest in the Collateral and the Group Specific Collateral for such Group.

(b) If any amount payable under or in connection with any of the Collateral or Group Specific Collateral for such Group shall be or become evidenced by any promissory note, chattel paper or other instrument, such note, chattel paper or instrument shall be deemed to be held in trust and immediately pledged and physically delivered to the Trustee hereunder, and shall, subject to the rights of any Person in whose favor a prior Lien has been perfected, be duly endorsed in a manner satisfactory to the Trustee and delivered to the Trustee promptly.

(c) CPF will warrant and defend the Trustee’s right, title and interest in and to the Collateral and the Group Specific Collateral for such Group and the income, distributions and proceeds thereof, for the benefit of the Trustee on behalf of the Secured Parties and the Group Secured Parties for such Group, respectively, against the claims and demands of all Persons whomsoever.

(d) Unless otherwise agreed to in each Series Supplement for the Notes of such Group, CPF shall cause the Trustee to hold in the State of New York each original chattel paper for the Applicable CPF Lease. With respect to any other Group Specific Collateral for such Group that may be perfected by possession in the State of New York under the New York UCC, CPF shall cause the Trustee to hold such Group Specific Collateral in the State of New York to the extent required by the Series Supplement for any applicable Series of Notes.

Section 8.13. Liens.

CPF will not create, incur, assume or permit to exist any Lien upon any of its property (including the Collateral and the Group Specific Collateral for such Group), other than (i) Liens in favor of the Applicable Nominee Lienholder for any Series of Notes in any Group and other Liens in favor of the Trustee for the benefit of the Secured Parties and the Group Secured Parties in any Group, as applicable, and (ii) other Permitted Liens.

Section 8.14. Other Indebtedness.

CPF will not create, assume, incur, suffer to exist or otherwise become or remain liable in respect of any Indebtedness other than Indebtedness hereunder or under any other Applicable Related Document for any Series of Notes in any Group.

Section 8.15. No ERISA Plan.

CPF shall not establish or maintain or contribute to any Pension Plan that is covered by Title IV of ERISA.

Section 8.16. Mergers.

CPF will not merge or consolidate with or into any other Person, nor form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

Section 8.17. Sales of Assets.

CPF will not sell, lease, transfer, liquidate or otherwise dispose of any of its property except as contemplated by the Applicable Related Documents for any Series of Notes in any Group and provided that the proceeds received by CPF in connection with such transaction relating to the Collateral or the Group Specific Collateral for such Group are paid directly into the Collection Account or deposited by CPF into the Collection Account within two Business Days after receipt thereof by CPF; provided, that in the case of proceeds relating to Group Specific Collateral for such Group, CPF shall so notify the Trustee in writing within two Business Days after receipt thereof by CPF and the Trustee shall further credit such proceeds to the Group Collection Account for such Group.

Section 8.18. Acquisition of Assets.

CPF will not acquire, by long-term or operating lease or otherwise, any property except pursuant to the terms of and as contemplated by the Applicable Related Documents for any Series of Notes in any Group.

Section 8.19. Dividends, Officers' Compensation, etc.

CPF will not (i) declare or pay any distributions on its limited liability company interests; provided, however, that so long as no Amortization Event or Potential Amortization Event has occurred and is continuing with respect to any Series of Notes Outstanding in any Group or would result therefrom, CPF may declare and pay distributions out of its earnings or capital surplus in accordance with the provisions of this Base Indenture or (ii) pay any wages or salaries or other compensation to its officers, directors, employees or others except out of earnings or capital surplus computed in accordance with GAAP.

Section 8.20. Legal Name; Location Under Section 9-301.

CPF will not change its location (within the meaning of Section 9-301 of the applicable UCC), its legal name or the place where its records concerning the Collateral or the Group Specific Collateral for such Group are kept without at least 30 days' prior written notice to the Trustee. In the event that CPF desires to so change its location or change its legal name, CPF will make any required filings and prior to actually changing its location or its legal name, CPF shall deliver to the Trustee (i) an Officer's Certificate of CPF and an Opinion of Counsel confirming that all required filings have been made to continue the perfected interest of the Trustee on behalf of the Secured Parties in the Collateral, and on behalf of the Group Secured Parties for such Group in the Group Specific Collateral for such Group, in respect of the new location or new legal name of CPF and (ii) copies of all such required filings with the filing information duly noted thereon by the office in which such filings were made.

Section 8.21. Organizational Documents.

CPF will not amend any of its organizational documents, including its certificate of formation or limited liability company agreement unless the Rating Agency Condition has been satisfied with respect to such amendment.

Section 8.22. Investments.

CPF will not make, incur, or suffer to exist any loan, advance, extension of credit or other investment in any Person other than in accordance with the Applicable Related Documents for any Series of Notes in any Group.

Section 8.23. No Other Agreements.

CPF will not (a) enter into or be a party to any agreement or instrument other than any Applicable Related Document for any Series of Notes in any Group, any documents related to any Enhancement or any documents and agreements incidental thereto, (b) except as provided for in Sections 12.1 or 12.2 of this Base Indenture, amend or modify any provision of any Applicable Related Document to which it is a party, or (c) give any approval or consent or permission provided for in any Applicable Related Document, except as permitted in Section 3.3(a) of this Base Indenture.

Section 8.24. Other Business.

CPF will not engage in any business or enterprise or enter into any transaction other than the acquisition, financing, leasing and disposition of the Applicable CPF Trucks pursuant to the Applicable CPF Lease and the other Applicable Related Documents for each Series of Notes in each Group, the related exercise of its rights thereunder, the incurrence and payment of ordinary course operating expenses, the issuing and selling of the Notes and other activities related to or incidental to any of the foregoing (including transaction or activities contemplated in Sections 8.25 and 8.26).

Section 8.25. Maintenance of Separate Existence.

To maintain its limited liability company existence separate and apart from that of ABCR, BRAC, BTR and any other Affiliates of ABCR, BRAC or BTR, CPF will:

(a) practice and adhere to organizational formalities, such as maintaining appropriate books and records;

(b) observe all organizational formalities in connection with all dealings between itself and BTR, the Lessee, the Administrator, the Affiliates of the foregoing or any other unaffiliated entity;

(c) observe all procedures required by its certificate of formation, limited liability company agreement and the laws of the State of Delaware;

(d) act solely in its name and through its duly authorized officers or agents in the conduct of its businesses;

(e) manage its business and affairs by or under the direction of its officers;

(f) ensure that its Board of Managers duly authorizes all of its actions;

(g) ensure the receipt of proper authorization, when necessary, from its shareholders for its actions;

(h) maintain at least one member of the Board of Managers who is an Independent Manager;

(i) own or lease (including through shared arrangements with Affiliates) all office furniture and equipment necessary to operate its business;

(j) not (i) guarantee or otherwise become liable for any obligations of ABCR, the Lessee, the Administrator or any Affiliates of the foregoing;

(ii) other than as provided in the Applicable Related Documents for any Series of Notes in any Group, have obligations guaranteed by ABCR, the Lessee, the Administrator or any Affiliates of the foregoing; (iii) hold itself out as responsible for debts of ABCR, the Lessee, the Administrator or any Affiliates of the foregoing or for decisions or actions with respect to the affairs of ABCR, the Lessee, the Administrator or any Affiliates of the foregoing; (iv) fail to correct any known misrepresentation with respect to the statement in subsection (iii); (v) operate or purport to operate as an integrated, single economic unit with respect to ABCR, the Lessee, the Administrator, the Affiliates of the foregoing or any other unaffiliated entity; (vi) seek to obtain credit or incur any obligation to any third party based upon the assets of ABCR, the Lessee, the Administrator, the Affiliates of the foregoing or any other unaffiliated entity; (vii) induce any such third party to reasonably rely on the creditworthiness ABCR, the Lessee, the Administrator, the Affiliates of the foregoing or any other unaffiliated entity; and (viii) be directly or indirectly named as a direct or contingent beneficiary or loss payee on any insurance policy of ABCR, BRAC, the Lessee, the Administrator or any Affiliates of the foregoing other than as required by the Applicable Related Documents for any Series of Notes in any Group with respect to insurance on the Applicable CPF Trucks for any Group;

(k) other than as provided in the Applicable Related Documents for any Series of Notes in any Group, maintain its deposit and other bank accounts and all of its assets separate from those of any other Person;

(l) maintain its financial records separate and apart from those of any other Person;

(m) disclose in its annual financial statements the effects of the transactions contemplated by the Applicable Related Documents in accordance with GAAP;

(n) not suggest in any way, within its financial statements, that its assets are available to pay the claims of creditors of ABCR, BRAC, the Lessee, the Administrator, the Affiliates of the foregoing or any other affiliated or unaffiliated entity;

(o) compensate all its employees, officers, consultants and agents for services provided to it by such Persons out of its own funds;

(p) maintain office space separate and apart from that of ABCR, the Lessee, the Administrator or any Affiliates of the foregoing (even if such office space is subleased from or is on or near premises occupied by ABCR, BRAC, the Lessee, the Administrator or any



Affiliates of the foregoing) and a telephone number separate and apart from that of ABCR, BRAC, the Lessee, the Administrator or any Affiliates of the foregoing;

(q) conduct all oral and written communications, including, without limitation, letters, invoices, purchase orders, contracts, statements, and applications solely in its own name;

(r) have separate stationery from ABCR, BRAC, the Lessee, the Administrator, the Affiliates of the foregoing or any other unaffiliated entity;

(s) have no debt or obligations (other than debt issued under this Indenture based on arm's length transactions and obligations contemplated by this Base Indenture and the Applicable Related Documents) to any of ABCR, BRAC, the Lessee, the Administrator, the Affiliates of the foregoing or any other unaffiliated entity;

(t) account for and manage all of its liabilities separately from those of ABCR, BRAC, the Lessee, the Administrator or any Affiliates of the foregoing;

(u) allocate, on an arm's length basis, all shared corporate operating services, leases and expenses, including, without limitation, those associated with the services of shared consultants and agents and shared computer and other office equipment and software; and otherwise maintain an arm's-length relationship with each of ABCR, BRAC, the Lessee, the Administrator, the Affiliates of the foregoing or any other unaffiliated entity;

(v) refrain from filing or otherwise initiating or supporting the filing of a motion in any bankruptcy or other insolvency proceeding involving ABCR, BRAC, the Lessee, the Administrator or any Affiliate thereof to substantively consolidate CPF with the Lessee, ABCR, BRAC, the Administrator or any Affiliate thereof;

(w) remain solvent and assure adequate capitalization for the business in which it is engaged; and

(x) conduct all of its business (whether written or oral) solely in its own name so as not to mislead others as to the identity of each of ABCR, BRAC, the Lessee, the Administrator and the Affiliates of the foregoing.

CPF acknowledges its receipt of a copy of that certain opinion letter issued by White & Case dated March 9, 2010 addressing the issue of substantive consolidation as they may relate to any of the Lessee, ABCR, BRAC, the Administrator or any Affiliate thereof on the one hand and CPF on the other hand. CPF hereby agrees to maintain in place all policies and procedures, and take and continue to take all action, described in the factual assumptions set forth in such opinion letter and relating to it. On an annual basis commencing on March 31, 2011, CPF will provide to the Trustee an Officer's Certificate certifying that it is in compliance with its obligations under this Section 8.25.

Section 8.26. Disposition of Applicable CPF Trucks.

If an Applicable CPF Truck is returned to CPF pursuant to Section 2.6(b) of the Applicable CPF Lease, CPF will use commercially reasonable efforts to arrange for the prompt sale of such Applicable CPF Truck and to maximize the sales price thereof.

Section 8.27. Acquisition of Trucks by CPF.

With respect to such Group, CPF shall acquire additional Trucks only as a result of a capital contribution or by purchase directly from an Eligible Truck Manufacturer or an Approved Seller and only if such Trucks will, upon such purchase, constitute Eligible Trucks, and shall give prompt notice to the Trustee of any new Trucks acquired that will become subject to the lien of this Base Indenture and the Series Supplement for any Series of Notes in such Group.

Section 8.28. Insurance.

CPF will obtain and maintain, or cause to be obtained and maintained, with respect to the Applicable CPF Trucks the insurance coverage specified in Section 5 of the Applicable CPF Lease.

Section 8.29. Truck Registration.

CPF shall register all Applicable CPF Trucks in, and obtain Certificates of Title from, the State of Oklahoma.

[ANY ADDITIONAL COVENANTS RELATED TO A SERIES OF NOTES MAY BE SET FORTH IN THE SERIES SUPPLEMENT FOR SUCH SERIES OF NOTES]

ARTICLE 9. AMORTIZATION EVENTS AND REMEDIES

Section 9.1. Amortization Events.

If any one of the following events shall occur with respect to any Series of Notes in a Group (each, an “Amortization Event”):

(a) CPF defaults in the payment of any interest on, principal of or premium on, any Note of a Series in such Group (or any other payment on any Note of a Series in such Group) when the same becomes due and payable and such default continues for a period of five

(5) Business Days with respect to a default in the payment of interest or premium, or one (1) Business Day with respect to a default in the payment of principal;

(b) CPF fails to comply with any of its other agreements or covenants in, or provisions of, the Notes of a Series in such Group or this Base Indenture or the Series Supplement for a Series of Notes in such Group and the failure to so comply materially and adversely affects the interests of the Noteholders of such Series and continues to materially and adversely affect the interests of the Noteholders of such Series for a period of thirty (30) days after the earlier of (i) the date on which CPF obtains knowledge thereof or (ii) the date on which written notice of such failure, requiring the same to be remedied, shall have been given to CPF by the Trustee or to CPF and the Trustee by the Required Noteholders of such Series;

(c) the occurrence of an Event of Bankruptcy with respect to CPF, the Lessee, the Administrator, BRAC or ABCR;

(d) (i) any Lease Event of Default under the Applicable CPF Lease arising from a Lease Payment Default under the Applicable CPF Lease occurs or (ii) any other Lease Event of Default under the Applicable CPF Lease shall occur, whether or not subsequently waived by CPF;

(e) CPF shall have become an “investment company” or shall have become under the “control” of an “investment company” under the Investment Company Act of 1940, as amended;

(f) the Applicable CPF Lease is terminated for any reason;

(g) any representation made by CPF in this Base Indenture, the Series Supplement for a Series of Notes in such Group or any other Applicable Related Document is false and such false representation materially and adversely affects the interests of the Noteholders of any Series of Notes in such Group and such false Representation is not cured for a period of thirty (30) days after the earlier of (i) the date on which CPF obtains knowledge thereof or (ii) the date that written notice thereof is given to CPF by the Trustee or to CPF and the Trustee by the Required Noteholders of any Series in such Group;

(h) any of the Applicable Related Documents or any portion thereof shall not be in full force and effect, enforceable in accordance with its terms or CPF, the Lessee, ABCR, the Administrator shall so assert in writing;

(i) the occurrence of any Administrator Default under the Applicable Administration Agreement; or

(j) any other event shall occur which may be specified in the Series Supplement for such Series of Notes as an “Amortization Event” applicable only to such Series of Notes;

then (i) in the case of any event described in clause (b) or (j) above (with respect to clause (j) above, only to the extent such Amortization Event is subject to waiver as set forth in the Series Supplement for such Series of Notes), either the Trustee, by written notice to CPF, or the

Required Noteholders of such Series of Notes, by written notice to CPF and the Trustee, may declare that an Amortization Event has occurred with respect to such Series as of the date of the notice or (ii) in the case of any event described in clause (a), (c), (d), (e), (f), (g), (h) or (i) above, an Amortization Event with respect to all Series of Notes in the same Group then outstanding shall immediately occur without any notice or other action on the part of the Trustee or any Noteholder or (iii) in the case of any event described in clause (j) above (only to the extent such Amortization Event is not subject to waiver as set forth in the Series Supplement for such Series of Notes), an Amortization Event with respect to the related Series of Notes shall immediately occur without any notice or other action on the part of the Trustee or any Noteholder.

Section 9.2. Rights of the Trustee upon Amortization Event or Certain Other Events of Default.

(a) General. If and whenever an Amortization Event with respect to any Series of Notes Outstanding in a Group shall have occurred and be continuing, the Trustee may and, at the written direction of the Requisite Group Investors for such Group (or the Required Noteholders of any affected Series of Notes, in the case of an Amortization Event that affects less than all Series of Notes in a Group), shall, exercise from time to time any rights and remedies available to it under applicable law or any Applicable Related Document; provided, however, that if such Amortization Event is with respect to less than all Series of Notes Outstanding in a Group, then the Trustee's rights and remedies pursuant to the provisions of this Section 9.2 shall, to the extent not detrimental to the rights of the holders of the Series of Notes Outstanding in such Group with respect to which such Amortization Event shall have occurred, be limited to rights and remedies pertaining only to those Series of Notes in such Group with respect to which such Amortization Event has occurred and the Trustee shall exercise such rights and remedies at the written direction of the Required Noteholders of any such Series of Notes in such Group with respect to which such Amortization Event has occurred. Any amounts obtained by the Trustee on account of or as a result of the exercise by the Trustee of any right shall be held by the Trustee as additional collateral for the repayment of Note Obligations and shall be applied as provided in Article 5. If so specified in the Series Supplement for a Series of Notes, the Trustee may agree not to exercise any rights or remedies available to it as a result of the occurrence of an Amortization Event with respect to such Series of Notes to the extent set forth therein.

(b) Liquidation Event of Default; Limited Liquidation Event of Default. If a Liquidation Event of Default with respect to a Group or a Limited Liquidation Event of Default with respect to a Series in a Group shall have occurred and be continuing, the Trustee, at the written direction of the Requisite Group Investors for the applicable Group (in the case of a Liquidation Event of Default with respect to a Group) or the Required Noteholders of the applicable Series of Notes (in the case of a Limited Liquidation Event of Default), shall direct CPF to exercise (and CPF agrees to exercise), to the extent necessary, all rights, remedies, powers, privileges and claims of CPF against any party to any Applicable Related Document arising as a result of the occurrence of such Liquidation Event of Default or Limited Liquidation Event of Default, as the case may be, or otherwise, including the right or power to take any action to compel performance or observance by any such party of its obligations to CPF and the

right to terminate all or a portion of the Applicable CPF Lease and take possession of the Applicable CPF Trucks and to give any consent, request, notice, direction, approval, extension or waiver in respect of the Applicable CPF Lease, and any right of CPF to take such action independent of such direction shall be suspended.

(c) Applicable CPF Trucks. Upon the occurrence of a Liquidation Event of Default with respect to a Group, the Trustee, at the written direction of the Requisite Group Investors, shall promptly sell, or instruct CPF to sell, or cause the Lessee to sell the Applicable CPF Trucks. Upon the occurrence of a Limited Liquidation Event of Default with respect to any Series of Notes, the Trustee, at the written direction of the Required Noteholders of the applicable Series of Notes, shall promptly sell, or instruct CPF to sell, or cause the Lessee to sell the Applicable CPF Trucks in an amount sufficient to pay all interest and principal on such Series of Notes.

(d) Failure of CPF or the Lessee to Take Action. If (i) CPF or the Lessee shall have failed, within 15 Business Days of receiving the direction of the Trustee, to take commercially reasonable action to accomplish directions of the Trustee given pursuant to clauses (b) or (c) above, (ii) CPF or the Lessee refuses to take such action or (iii) the Trustee reasonably determines that such action must be taken immediately, the Trustee may (and at the written direction of the Required Noteholders of the affected Series of Notes (with respect to any Limited Liquidation Event of Default) or the Requisite Group Investors (with respect to any Liquidation Event of Default with respect to a Group) shall) take such previously directed action (and any related action as permitted under this Base Indenture and the Series Supplement for any affected Series of Notes thereafter determined by the Trustee to be appropriate without the need under this provision or any other provision under this Indenture to direct CPF or the Lessee to take such action). The Trustee may institute legal proceedings for the appointment of a receiver or receivers to take possession of the Applicable CPF Trucks pending the sale thereof pursuant either to the powers of sale granted by this Base Indenture and the other Applicable Related Documents or to a judgment, order or decree made in any judicial proceeding for the foreclosure or involving the enforcement of this Base Indenture or the Series Supplement for any Series of Notes.

(e) Sale of Collateral. Upon any sale of any of the Collateral or Group Specific Collateral for any Group directly by the Trustee, whether made under the power of sale given under this Section 9.2 or under judgment, order or decree in any judicial proceeding for the foreclosure or involving the enforcement of this Base Indenture or the Series Supplement for any Series of Notes:

- (i) the Trustee or any Noteholder may bid for and purchase the property being sold, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in its own absolute right without further accountability;
- (ii) the Trustee may make and deliver to the purchaser or purchasers a good and sufficient deed, bill of sale and instrument of assignment and transfer of the property sold;

(iii) all right, title, interest, claim and demand whatsoever, either at law or in equity or otherwise, of CPF of, in and to the property so sold shall be divested; and such sale shall be a perpetual bar both at law and in equity against CPF, its successors and assigns, and against any and all Persons claiming or who may claim the property sold or any part thereof from, through or under CPF or its successors or assigns;

(iv) the receipt of the Trustee or of the officer thereof making such sale shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money, and such purchaser or purchasers, and his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof; and

(v) to the extent that it may lawfully do so, CPF agrees that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws, or any law permitting it to direct the order in which the Applicable CPF Trucks shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Base Indenture or the Series Supplement for any Series of Notes.

(f) Additional Remedies. In addition to any rights and remedies now or hereafter granted hereunder or under applicable law with respect to the Collateral and the Group Specific Collateral for any Group, the Trustee on behalf of the Secured Parties and/or Group Secured Parties for such Group, as the case may be, shall (subject to the foregoing provisions in respect of the Applicable CPF Trucks) have all of the rights and remedies of a secured party under the UCC as enacted in any applicable jurisdiction.

(g) Series Amortization Event. Upon the occurrence of an Amortization Event with respect to one or more, but not all, Series of Notes Outstanding in a Group, the Trustee shall exercise all remedies hereunder to the extent necessary to pay all interest and principal on the affected Series of Notes or to enforce the performance of any provision of the applicable Notes, this Base Indenture or the Series Supplement for such Series of Notes.

(h) Groups. Upon the occurrence of an Amortization Event relating to any Outstanding Series of Notes in a Group, the Trustee shall limit any recourse hereunder to the related Group Specific Collateral for such Group and, if so directed by the Requisite Investors, the Collateral, in each case, in satisfying the payment of interest and principal due on such Series of Notes. For all purposes hereunder and for the avoidance of doubt, the Required Noteholders with respect to any Series of Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Group Specific Collateral relating to such Series of Notes; provided that any such actions shall not adversely affect in any material respect the interests of the Noteholders of any other Series of Notes Outstanding in such Group.

### Section 9.3. Other Remedies.

Subject to the terms and conditions of this Base Indenture and the Series Supplement for a Series of Notes, if an Amortization Event occurs and is continuing, the Trustee may pursue any remedy available under applicable law or in equity to collect the payment of principal of or interest on the Notes (or the applicable Series of Notes, in the case of an Amortization Event that affects less than all Series of Notes) or to enforce the performance of any provision of the Notes, this Base Indenture or the Series Supplement with respect to such Series of Notes. In addition, the Trustee may, or shall at the written direction of the Requisite Group Investors with respect to any Group (or the Required Noteholders of one or more Series of Notes, in the case of an Amortization Event that affects only such Series of Notes), direct CPF to exercise any rights or remedies available under any Applicable Related Document or under applicable law or in equity with respect to such Group or Series of Notes, as applicable.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding, and any such proceeding instituted by the Trustee shall be in its own name as trustee. All remedies are cumulative to the extent permitted by law.

### Section 9.4. Waiver of Past Events.

Subject to Section 12.2, the Noteholders of any Series of Notes owning an aggregate Invested Amount of Notes in excess of 66 2/3% of the aggregate Invested Amount of the Outstanding Notes of such Series, by notice to the Trustee, may waive any existing Potential Amortization Event or Amortization Event described in clause (b) or (j) of Section 9.1 (with respect to clause (j)), only to the extent subject to waiver as provided in the Series Supplement for such Series of Notes) which relate to such Series and its consequences. Upon any such waiver, such Potential Amortization Event shall cease to exist with respect to such Series, and any Amortization Event with respect to such Series arising therefrom shall be deemed to have been cured for every purpose of this Base Indenture and the Series Supplement for such Series of Notes, but no such waiver shall extend to any subsequent or other Potential Amortization Event or impair any right consequent thereon. A Potential Amortization Event or an Amortization Event described in clause (a), (c), (d), (e), (f), (g), (h), (i) or (j) of Section 9.1 (with respect to clause (j)) only to the extent not subject to waiver as set forth in the Series Supplement for such Series of Notes) shall not be subject to waiver.

### Section 9.5. Control by Requisite Group Investors.

The Requisite Group Investors or the Required Noteholders of a Series (to the extent such remedy relates only to such Series of Notes (unless otherwise specified in the Series Supplement for such Series of Notes) may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on

the Trustee with respect to such Group or Series of Notes, as applicable. However, subject to Section 10.1, the Trustee may refuse to follow any direction that conflicts with law or this Base Indenture, that the Trustee determines may be unduly prejudicial to the rights of other Noteholders, or that may involve the Trustee in personal liability.

Section 9.6. Limitation on Suits.

Any other provision of the Indenture to the contrary notwithstanding, a Holder of Notes of any Series may pursue a remedy with respect to the Indenture or the Notes of such Series only if:

(a) the Noteholder gives to the Trustee written notice of a continuing Amortization Event with respect to such Series;

(b) the Noteholders of at least 25% of the aggregate Invested Amount of all then Outstanding Notes of such Series make a written request to the Trustee to pursue the remedy;

(c) such Noteholder or Noteholders offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 45 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 45-day period the Required Noteholders of such Series of Notes do not give the Trustee a direction inconsistent with the request.

(f) A Noteholder may not use the Indenture to prejudice the rights of another Noteholder or to obtain a preference or priority over another Noteholder.

Section 9.7. Unconditional Rights of Holders to Receive Payment.

Notwithstanding any other provision of the Indenture, the right of any Noteholder of a Note to receive payment of principal of and interest on the Note, on or after the respective due dates expressed in the Note, or to bring suit for the enforcement of any such payment on or after such respective dates, is absolute and unconditional and shall not be impaired or affected without the consent of the Noteholder.

Section 9.8. Collection Suit by the Trustee.

Subject to the limitations described in Sections 3.1(c) and 9.2(h) hereof, if any Amortization Event arising from the failure to make a payment in respect of a Series of Notes



occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against CPF for the whole amount of principal and interest remaining unpaid on the Notes of such Series and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 9.9. The Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Noteholders allowed in any judicial proceedings relative to CPF (or any other obligor upon the Notes), its creditors or its property, and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claim and any custodian in any such judicial proceeding is hereby authorized by each Noteholder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 10.5. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 10.5 out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, and other properties which the Noteholders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding.

Section 9.10. Priorities.

If the Trustee collects any money pursuant to this Article, the Trustee shall pay out the money in accordance with the provisions of Article 5 of this Base Indenture as supplemented by the provisions of the Series Supplement for each Series of Notes.

Section 9.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Base Indenture or the Series Supplement for any Series of Notes or in any suit against the Trustee for any action

taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of any undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Noteholder pursuant to Section 9.7, or a suit by Noteholders of more than 10% of the aggregate Invested Amount of all then Outstanding Notes.

Section 9.12. Rights and Remedies Cumulative.

No right or remedy herein conferred upon or reserved to the Trustee or to the holders of Notes is intended to be exclusive of any other right or remedy, and every right or remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under the Indenture or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy under this Base Indenture, the Series Supplement for any Series of Notes or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 9.13. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any holder of any Note to exercise any right or remedy accruing upon any Amortization Event shall impair any such right or remedy or constitute a waiver of any such Amortization Event or an acquiescence therein. Every right and remedy given by this Article 9 or by law to the Trustee or to the holders of Notes may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by such holders of Notes, as the case may be.

Section 9.14. Reassignment of Surplus.

After termination of this Indenture and the payment in full of the Note Obligations, any proceeds of the Collateral received or held by the Trustee shall be turned over to CPF and the Collateral shall be reassigned to CPF by the Trustee without recourse to the Trustee and without any representations, warranties or agreements of any kind. After termination of all Series Supplements for each Series of Notes in a Group and the payment in full of the Note Obligations with respect to each Series of Notes in such Group, any proceeds of the Group Specific Collateral for such Group received or held by the Trustee shall be turned over to CPF and such Group Specific Collateral shall be reassigned to CPF by the Trustee without recourse to the Trustee and without any representations, warranties or agreements of any kind.

Section 10.1. Duties of the Trustee.

(a) If an Amortization Event with respect to one or more Series of Notes has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Base Indenture and the Series Supplement for such Series of Notes, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall have no liability in connection with any action or inaction taken, or not taken, by it upon the deemed occurrence of an Amortization Event of which a Trust Officer has not received written notice. The preceding sentence shall not have the effect of insulating the Trustee from liability arising out of the Trustee's negligence or willful misconduct.

(b) Except during the occurrence and continuance of an Amortization Event:

(i) The Trustee undertakes to perform only those duties that are specifically set forth in the Indenture and no others, and no implied covenants or obligations shall be read into the Indenture against the Trustee; and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Indenture. However the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of the Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) This clause does not limit the effect of clause (b) of this Section 10.1.

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(iii) The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 9.5.

(iv) The Trustee shall not be charged with knowledge of any default by any Person in the performance of its obligations under any Applicable Related Document, unless a Trust Officer receives written notice of such failure from CPF, the Lessee or any Noteholder or otherwise has actual knowledge thereof.

(d) Notwithstanding anything to the contrary contained in this Base Indenture or any of the other Applicable Related Documents for any Series of Notes, no provision of the Indenture shall require the Trustee to expend or risk its own funds or incur any liability if there are reasonable grounds (as determined by the Trustee in its sole discretion) for believing that the

repayment of such funds is not reasonably assured to it by the security afforded to it by the terms of the Indenture. The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity reasonably satisfactory to it against any risk, loss, liability or expense.

(e) In the event that the Paying Agent or the Registrar shall fail to perform any obligation, duty or agreement in the manner or on the day required to be performed by the Paying Agent or the Registrar, as the case may be, under this Indenture, the Trustee shall be obligated as soon as practicable upon actual knowledge of a Trust Officer thereof and receipt of appropriate records and information, if any, to perform such obligation, duty or agreement in the manner so required.

(f) Subject to Section 10.3, all moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law or the Applicable Related Documents for any Series of Notes.

Section 10.2. Rights of the Trustee.

Except as otherwise provided by Section 10.1:

(a) The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting based upon any document believed by it to be genuine and to have been signed by or presented by the proper person.

(b) The Trustee may consult with counsel of its selection and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through agents, custodians and nominees and shall not be liable for any misconduct or negligence on the part of, or for the supervision of, any such agent, custodian or nominee so long as such agent, custodian or nominee is appointed with due care. The appointment of agents (other than legal counsel) pursuant to this subsection (c) shall be subject to the prior consent of CPF, which consent shall not be unreasonably withheld.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers conferred upon it by the Indenture.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Base Indenture or the Series Supplement for any Series of Notes, or to institute, conduct or defend any litigation hereunder or in relation hereto, at the request, order or direction of any of the Noteholders, pursuant to the provisions of this Base Indenture or the Series Supplement for any Series of Notes, unless such Noteholders shall have offered to the Trustee security or indemnity reasonably satisfactory to the Trustee against the costs, expenses

and liabilities which may be incurred therein or thereby; nothing contained herein shall, however, relieve the Trustee of the obligations, upon the occurrence of an Amortization Event or a default by the Lessee, the Guarantor, the Administrator, CPF, the Applicable Nominee Lienholder with respect to any Series of Notes (which has not been cured), to exercise such of the rights and powers vested in it by this Base Indenture or the Series Supplement for a Series of Notes, and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(f) The Trustee shall not be bound to make any investigation into the facts of matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by the Required Noteholders of any Series of Notes.

(g) The Trustee shall not be liable for any losses or liquidation penalties in connection with Permitted Investments, unless such losses or liquidation penalties were incurred through the Trustee's own willful misconduct, negligence or bad faith.

(h) The Trustee shall not be liable for the acts or omissions of any successor to the Trustee so long as such acts or omissions were not the result of the negligence, bad faith or willful misconduct of the predecessor Trustee.

(i) In acting under this Base Indenture and the Series Supplement for a Series of Notes, the Trustee may obtain a written direction from the Administrator to clarify the identification of any Collateral and the Group Specific Collateral for any Group and the related beneficiaries thereof.

#### Section 10.3. Individual Rights of the Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with CPF or an Affiliate of CPF with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights.

#### Section 10.4. Notice of Amortization Events and Potential Amortization Events.

If an Amortization Event or a Potential Amortization Event with respect to any Series of Notes Outstanding occurs and is continuing of which a Trust Officer shall have received written notice, the Trustee shall promptly provide the Noteholders of each Series of Notes in the relevant Group and CPF with notice of such Amortization Event or Potential Amortization Event by first class mail.

Section 10.5. Compensation.

(a) CPF shall promptly pay to the Trustee from time to time compensation for its acceptance of the Indenture and services hereunder as the Trustee and CPF shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. CPF shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include (i) the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel and (ii) the reasonable expenses of the Trustee's agents in administering the Collateral and the Group Specific Collateral for each Group.

(b) CPF shall not be required to reimburse any expense or indemnify the Trustee against any loss, liability, or expense incurred by the Trustee through the Trustee's own willful misconduct, negligence or bad faith.

(c) When the Trustee incurs expenses or renders services after an Amortization Event occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under the Bankruptcy Code.

(d) The provisions of this Section 10.5 shall survive the termination of the Indenture and the resignation and removal of the Trustee.

Section 10.6. Replacement of the Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 10.6.

(b) The Trustee may, after giving sixty (60) days' prior written notice to CPF and each Noteholder, resign at any time and be discharged from the trust hereby created; provided, however, that no such resignation of the Trustee shall be effective until a successor trustee has assumed the obligations of the Trustee hereunder. The Requisite Investors may remove the Trustee at any time by so notifying the Trustee, CPF and the Administrator. So long as no Amortization Event has occurred and is continuing with respect to any Series of Outstanding Notes, CPF may remove the Trustee at any time. CPF shall remove the Trustee if:

- (i) the Trustee fails to comply with Section 10.8;
- (ii) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under the Bankruptcy Code;
- (iii) a custodian or public officer takes charge of the Trustee or its property; or
- (iv) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of the Trustee for any reason, CPF (or, if an Amortization Event has occurred and is continuing with respect to any Series of Outstanding Notes, the Requisite Investors) shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Requisite Investors may appoint a successor Trustee to replace the successor Trustee appointed by CPF.

(c) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, CPF or any Secured Party may petition any court of competent jurisdiction for the appointment of a successor Trustee. At any time after a successor Trustee appointed by a court takes office, the Requisite Investors may appoint a successor Trustee to replace the successor Trustee appointed by the court.

(d) If the Trustee, after written request by any Noteholder, fails to comply with Section 10.8, such Noteholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. At any time after a successor Trustee appointed by a court takes office, the Requisite Investors may appoint a successor Trustee to replace the successor Trustee appointed by the court.

(e) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee or removed Trustee and to CPF and the Administrator. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Noteholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee; provided, however, that all sums owing to the retiring Trustee hereunder have been paid. Notwithstanding replacement of the Trustee pursuant to this Section 10.6, CPF's obligations under Section 10.5 shall continue for the benefit of the retiring Trustee.

Section 10.7. Successor Trustee by Merger, etc.

Subject to Section 10.8, if the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 10.8. Eligibility Disqualification.

(a) There shall at all times be a Trustee hereunder which shall be (i) a corporation organized and doing business under the laws of the United States of America or of any state thereof authorized under such laws to exercise corporate trustee power, (ii) subject to supervision or examination by Federal or state authority and shall have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, (iii) a member bank, or is a subsidiary of a corporation that is a member bank, of the Federal Reserve System and (iv) subject to Section 10.6(b), if such Trustee is other than The Bank of New York Mellon Trust Company, N.A., (x) acceptable to the Required Noteholders of

the Series 2006-1 Notes and (y) an entity as to which the Rating Agency Condition is satisfied with respect to each Series of Notes.

(b) At any time the Trustee shall cease to satisfy the eligibility requirements of Section 10.8(a) above, the Trustee shall resign immediately in the manner and with the effect specified in Section 10.6.

Section 10.9. Appointment of Co-Trustee or Separate Trustee.

(a) Notwithstanding any other provisions of the Indenture, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Collateral or the Group Specific Collateral for any Group may at the time be located, the Trustee shall have the power and may execute and deliver all instruments to appoint one or more persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Collateral or the Group Specific Collateral for any Group, and to vest in such Person or Persons, in such capacity and for the benefit of the Secured Parties and the Group Secured Parties for such Group, respectively, such title to the Collateral and Group Specific Collateral for such Group, or any part thereof, and, subject to the other provisions of this Section 10.9, such powers, duties, obligations, rights and trusts as the Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 10.8 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 10.6. No co-trustee shall be appointed without the consent of CPF unless such appointment is required as a matter of state law or to enable the Trustee to perform its functions hereunder.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(i) The Notes of each Series shall be authenticated and delivered solely by the Trustee or an authenticating agent appointed by the Trustee;

(ii) All rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform, such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral, the Group Specific Collateral for any Group or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Trustee;

(iii) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder;



(iv) The Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee; and

(v) The Trustee shall remain primarily liable for the actions of any co-trustee.

(c) Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to the Indenture and the conditions of this Article 10. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of the Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Trustee. Every such instrument shall be filed with the Trustee and a copy thereof given to CPF and the Administrator.

(d) Any separate trustee or co-trustee may at any time constitute the Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect to this Base Indenture or the Series Supplement for any Series of Notes on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

(e) In connection with the appointment of a co-trustee, the Trustee may, at any time, at the Trustee's sole cost and expense, without notice to the Noteholders, delegate its duties under the Indenture to any Person who agrees to conduct such duties in accordance with the terms hereof; provided, however, that no such delegation shall relieve the Trustee of its obligations and responsibilities hereunder with respect to any such delegated duties.

Section 10.10. Representations and Warranties of Trustee.

The Trustee represents and warrants to CPF and the Secured Parties that:

(i) The Trustee is a national banking association, organized, existing and in good standing under the laws of the United States;

(ii) The Trustee has full power, authority and right to execute, deliver and perform this Base Indenture and the Series Supplement for any Series of Notes issued concurrently with this Base Indenture and to authenticate the Notes, and has taken all necessary action to authorize the execution, delivery and performance by it of this Base Indenture and the Series Supplement for any Series of Notes issued concurrently with this Base Indenture and to authenticate the Notes;

(iii) This Base Indenture has been duly executed and delivered by the Trustee; and

(iv) The Trustee meets the requirements of eligibility as a trustee hereunder set forth in Section 10.8.

Section 10.11. CPF Indemnification of the Trustee.

CPF shall indemnify and hold harmless the Trustee or any predecessor Trustee and their respective directors, officers, agents and employees from and against any loss, liability, claim, expense (including taxes, other than taxes based upon, measured by or determined by the income of the Trustee or such predecessor Trustee), damage or injury (collectively, “Losses”) suffered or sustained by reason of any acts, omissions or alleged acts or omissions arising out of or in connection with the activities of the Trustee or such predecessor Trustee pursuant to the Indenture in connection with any Series of Notes, including but not limited to any judgment, award, settlement, reasonable attorneys’ fees and other costs or expenses reasonably incurred in connection with the defense of any actual or threatened action, proceeding, claim (whether asserted by CPF or any Noteholder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, or in connection with enforcing the provisions of this Section 10.11; provided, however, that CPF shall not indemnify the Trustee, any predecessor Trustee or their respective directors, officers, employees or agents if such acts, omissions or alleged acts or omissions constitute willful misconduct, negligence or bad faith by the Trustee or such predecessor Trustee, as the case may be. The indemnity provided herein shall survive the termination of the Indenture and the resignation and removal of the Trustee.

Section 10.12. Possession of Collateral and Group Specific Collateral.

Unless otherwise agreed to in each Series Supplement for the Notes of a Group, the Trustee shall hold in the State of New York each original chattel paper for the Applicable CPF Lease. With respect to any other Group Specific Collateral for such Group that may be perfected by possession in the State of New York under the New York UCC, the Trustee shall hold such Group Specific Collateral in the State of New York to the extent required by the Series Supplement for any applicable Series of Notes.

Section 10.13. Force Majeure.

In no event shall the Trustee be liable for any failure or delay in the performance of its obligations under the Indenture or any Applicable Related Documents with respect to any Series of Notes because of circumstances beyond the Trustee’s control, including, but not limited to, a failure, termination or suspension of a clearing house, securities depository, settlement system or central payment system in any applicable part of the world or acts of God, flood, war

(whether declared or undeclared), civil or military disturbances or hostilities, nuclear or natural catastrophes, political unrest, explosion, severe weather or accident, earthquake, terrorism, fire, riot, labor disturbances, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like (whether domestic, federal, state, county or municipal or foreign) that delay, restrict or prohibit the providing of the services contemplated by the Indenture or any Applicable Related Documents with respect to any Series of Notes, or the unavailability of communications or computer facilities, the failure of equipment or interruption of communications or computer facilities, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, or any other causes beyond the Trustee's control whether or not of the same class or kind as specified above.

Section 10.14. Further Limitation of Liability.

Notwithstanding anything in the Indenture or any Applicable Related Documents with respect to any Series of Notes to the contrary, in no event shall the Trustee or any of its directors, officers, agents or employees be liable under the Indenture or any Applicable Related Documents with respect to any Series of Notes for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee or any of its directors, officers, agents or employees has been advised of the likelihood of such loss or damage and regardless of the form of action.

ARTICLE 11. DISCHARGE OF INDENTURE

Section 11.1. Termination of CPF's Obligations.

(a) This Indenture shall cease to be of further effect (except that (i) CPF's obligations under Section 10.5 and Section 10.11, (ii) the Trustee's and Paying Agent's obligations under Section 11.2 and Section 11.3 and (iii) the Noteholders' and the Trustee's obligations under Section 13.17 shall survive) when all Outstanding Notes theretofore authenticated and issued (other than destroyed, lost or stolen Notes which have been replaced or paid) have been delivered to the Trustee for cancellation and CPF has paid all sums payable hereunder.

(b) In addition, except as may be provided to the contrary in the Series Supplement for a Series of Notes in a Group, CPF may terminate all of its obligations under this Indenture with respect to a Series of Notes in a Group if:

(i) CPF irrevocably deposits in trust with the Trustee or at the option of the Trustee, with a trustee reasonably satisfactory to the Trustee and CPF under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee, money or U.S. Government Obligations in an amount sufficient, in the opinion of a nationally recognized firm of independent certified public accountants expressed in a written certification thereof delivered to the Trustee, to pay, when due, principal and interest on the Notes in such Group to maturity or redemption, as the case may be, and to

pay all other sums payable by it hereunder; provided, however, that (1) the trustee of the irrevocable trust shall have been irrevocably instructed to pay such money or the proceeds of such U.S. Government Obligations to the Trustee and (2) the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such U.S. Government Obligations to the payment of said principal and interest with respect to the Notes in such Group;

(ii) CPF delivers to the Trustee an Officer's Certificate of CPF stating that all conditions (other than final payment to the Noteholders) precedent to satisfaction and discharge of this Indenture have been complied with, and an Opinion of Counsel to the same effect;

(iii) CPF delivers to the Trustee an Officer's Certificate of CPF stating that no Potential Amortization Event or Amortization Event, in each case, with respect to any Series of Notes in such Group shall have occurred and be continuing on the date of such deposit; and

(iv) the Required Noteholders of each Series of Notes Outstanding in such Group shall have consented to such deposit and termination of obligations pursuant to this Section 11.1;

then, this Indenture shall cease to be of further effect with respect to such Group (except as provided in this Section 11.1), and the Trustee, on demand of CPF, shall execute proper instruments acknowledging confirmation of and discharge under this Indenture.

(c) After such irrevocable deposit made pursuant to Section 11.1(b) and satisfaction of the other conditions set forth herein, the Trustee upon request shall acknowledge in writing the discharge of CPF's obligations under this Indenture except for those surviving obligations specified above.

In order to have money available on a payment date to pay principal of or interest on the Notes, the U.S. Government Obligations shall be payable as to principal of or interest at least one Business Day before such payment date in such amounts as will provide the necessary money. U.S. Government Obligations shall not be callable at the issuer's option.

#### Section 11.2. Application of Trust Money.

The Trustee or a trustee satisfactory to the Trustee and CPF shall hold in trust money or U.S. Government Obligations deposited with it pursuant to Section 11.1. The Trustee shall apply the deposited money and the money from U.S. Government Obligations through the Paying Agent in accordance with this Indenture to the payment of principal and interest on the Notes. The provisions of this Section 11.2 shall survive the expiration or earlier termination of this Indenture.

Section 11.3. Repayment to CPF.

The Trustee and the Paying Agent shall promptly pay to CPF upon written request any excess money or, pursuant to Sections 2.10 and 2.12, return any Notes held by them at any time.

Subject to Section 2.6(c), the Trustee and the Paying Agent shall pay to CPF upon written request any money held by them for the payment of principal or interest that remains unclaimed for two years after the date upon which such payment shall have become due.

The provisions of this Section 11.3 shall survive the expiration or earlier termination of this Indenture.

ARTICLE 12. AMENDMENTS

Section 12.1. Amendments.

The provisions of this Base Indenture and the Series Supplement for any Series of Notes (unless otherwise provided in the Series Supplement for a Series of Notes) may from time to time be amended, modified or waived, if such amendment, modification or waiver is in writing and consented to in writing by CPF, the Trustee and the Requisite Investors (or the Required Noteholders of a Series of Notes or the Requisite Group Investors of a Group, in respect of any amendment, modification or waiver to the Base Indenture or a Series Supplement which affects only the Noteholders of such Series of Notes or Group, respectively, and does not affect the Noteholders of any other Series of Notes or Group, respectively, in each case, as substantiated by an Officer's Certificate or, with respect to any legal issue, an Opinion of Counsel to such effect, which Opinion of Counsel may, to the extent same is based on any factual matter, rely upon an Officer's Certificate of CPF to the truth of such factual matter); provided, that if CPF delivers an Officer's Certificate to the Trustee that the Noteholders will not be materially adversely affected by any amendment, modification or waiver to the Base Indenture or Series Supplement, no consent of any Noteholder or any Group of Noteholders shall be required, so long as CPF has satisfied the Rating Agency Condition with respect to such amendment, modification or waiver. Notwithstanding the foregoing:

(i) any modification of this Section 12.1, any requirement hereunder that any particular action be taken by Noteholders holding the relevant percentage in the Invested Amount of the Notes or any change in the definition of the terms "Aggregate Required Borrowing Base", "Aggregate Invested Amount", "Borrowing Base", "Borrowing Base Deficiency", "Collateral" (other than to add additional Collateral), "Invested Amount", "Invested Percentage", or the applicable amount of Enhancement or any defined term used for the purpose of any such definitions shall require the consent of each affected Noteholder; and

(ii) any amendment, waiver or other modification that would (A) extend the due date for, or reduce the amount of any scheduled repayment or prepayment of principal of or interest on any Note (or reduce the principal amount of or rate of interest on any Note) will require the consent of each affected Noteholder; (B) approve the assignment or transfer by CPF of any of its rights or obligations under this Base Indenture or under any other Applicable Related Document to which it is a party shall require the consent of each affected Noteholder, unless the express terms of such Applicable Related Document requires the consent of each Noteholder; (C) release any obligor under any Applicable Related Document to which it is a party except pursuant to the express terms of such Applicable Related Document will require the consent of each Noteholder; provided, that any release under any Applicable Related Document relating solely to a particular Group shall require only the consent of the Requisite Group Investors for such Group; provided, further, that no consent will be required to release any liens on Applicable CPF Trucks which are released as permitted by this Base Indenture and the Series Supplement for each Series of Notes in the related Group; (D) affect adversely the interests, rights or obligations of any Noteholder individually in comparison to others shall require the consent of such Noteholder; (E) amend or otherwise modify any Amortization Event or Liquidation Event of Default shall require the consent of each affected Noteholder; and (F) amend or otherwise modify which Amortization Events are not subject to waiver pursuant to Section 9.4 shall require the consent of each affected Noteholder; and

(iii) each Eligible Truck Appendix may be amended and/or supplemented from time to time by CPF without any approval or consent of any party; provided, however, such Eligible Truck Appendix is subject to (i) the calculation of the Termination Value Curve for each newly-added Truck, as determined by (x) in the case of the Eligible Truck Appendix relating to the Group of Notes which includes the Series 2006-1 Notes, Deutsche Bank Securities, Inc. (which Termination Value Curve shall be subject to the consent of CPF) or (y) in the case of any other Eligible Truck Appendix, the procedure set forth in the Series Supplement for each Series of Notes in such Group, (ii) as applicable, the calculation of the credit enhancement percentages for each newly-added Truck, as determined by the Required Noteholders for each Series of Notes Outstanding in the applicable Group or otherwise as set forth in the Series Supplement for each Series of Notes in such Group (which enhancement percentages shall be subject to the consent of CPF) and (iii) the prior satisfaction of the Rating Agency Condition.

No failure or delay on the part of any Noteholder or the Trustee in exercising any power or right under this Base Indenture, the Series Supplement for any Series of Notes or any other Applicable Related Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

### Section 12.2. Supplements.

Each amendment or other modification to this Indenture or the Notes shall be set forth in a Supplement. The initial effectiveness of each Supplement shall be subject to the delivery to the Trustee of an Opinion of Counsel that such Supplement is authorized by this Indenture and the conditions precedent set forth herein with respect thereto have been satisfied in all material respects. In addition to the manner provided in Section 12.1, each Series Supplement for a Series of Notes may be amended as provided in such Series Supplement.

### Section 12.3. Revocation and Effect of Consents.

Until an amendment or waiver becomes effective, a consent to it by a Noteholder of a Note is a continuing consent by the Noteholder and every subsequent Noteholder of a Note or portion of a Note that evidences the same debt as the consenting Noteholder's Note, even if notation of the consent is not made on any Note. However, any such Noteholder or subsequent Noteholder may revoke the consent as to his Note or portion of a Note if the Trustee receives written notice of revocation before the date the amendment or waiver becomes effective. An amendment or waiver becomes effective in accordance with its terms and thereafter binds every Noteholder. CPF may fix a record date for determining which Noteholders must consent to such amendment or waiver.

### Section 12.4. Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment or waiver on any Note thereafter authenticated. CPF, in exchange for all Notes, may issue and the Trustee shall authenticate new Notes that reflect the amendment or waiver. Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment or waiver.

### Section 12.5. The Trustee to Sign Amendments, etc.

The Trustee shall sign any Supplement authorized pursuant to this Article 12 if the Supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may, but need not, sign it. In signing such Supplement, the Trustee shall be entitled to receive, if requested, an indemnity reasonably satisfactory to it and to receive and, subject to Section 10.1, shall be fully protected in relying upon, an Officer's Certificate of CPF and/or an Opinion of Counsel as conclusive evidence that such Supplement is authorized or permitted by this Base Indenture and that all conditions precedent have been satisfied, and that it will be valid and binding upon CPF in accordance with its terms. CPF may not sign a Supplement until its Board of Directors approves it.

Section 13.1. Notices.

(a) Any notice or communication by CPF or the Trustee to the other shall be in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), telex, telecopier, facsimile, electronic mail or overnight air courier guaranteeing next day delivery, to the other's address:

If to CPF:

Centre Point Funding, LLC  
6 Sylvan Way  
Parsippany, New Jersey 07054  
Attn: Treasurer  
Phone: (973) 496-7312  
Fax: (973) 496-5852

with a copy to the Administrator:

Budget Truck Rental LLC  
6 Sylvan Way  
Parsippany, NJ 07054  
Attn: Treasurer  
Tel: (973) 496-5285  
Fax: (973) 496-5852

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street, Suite 1020  
Chicago, Illinois 60602  
Attn: Corporate Trust/Structured Finance Phone: (312) 827-8570  
Fax: (312) 827-8562

CPF or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications; provided, however, CPF may not at any time designate more than a total of three (3) addresses to which notices must be sent in order to be effective.

Any notice (i) given in person shall be deemed delivered on the date of delivery of such notice, (ii) given by first class mail shall be deemed given five (5) days after the date that such notice is mailed, (iii) delivered by telex, telecopier, facsimile or electronic mail shall be deemed given on the date of delivery of such notice, and (iv) delivered by overnight air courier shall be deemed delivered one Business Day after the date that such notice is delivered to such overnight courier.



Notwithstanding any provisions of the Indenture to the contrary, the Trustee shall have no liability based upon or arising from the failure to receive any notice required by or relating to the Indenture or the Notes.

If CPF mails a notice or communication to Noteholders, it shall mail a copy to the Trustee at the same time.

(b) Where the Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided or unless otherwise provided in a Series Supplement for a Series of Notes) if sent in writing and mailed, first-class postage prepaid, to each Noteholder affected by such event, at its address as it appears in the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed (if any) for the giving of such notice. In any case where notice to a Noteholder is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given. Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Noteholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In the case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made that is satisfactory to the Trustee shall constitute a sufficient notification for every purpose hereunder.

Section 13.2. Communication by Noteholders With Other Noteholders.

Noteholders may communicate with other Noteholders with respect to their rights under this Indenture or the Notes.

Section 13.3. Certificate as to Conditions Precedent.

Upon any request or application by CPF to the Trustee to take any action under the Indenture, the Trustee may request, and in such case CPF shall furnish to the Trustee, an Officer's Certificate of CPF in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.4) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in the Indenture relating to the proposed action have been complied with.

Section 13.4. Statements Required in Certificate.

Each certificate with respect to compliance with a condition or covenant provided for in the Indenture shall include:

(a) a statement that the Person giving such certificate has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based;

(c) a statement that, in the opinion of such Person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 13.5. Rules by the Trustee.

The Trustee may make reasonable rules for action by or at a meeting of Noteholders.

Section 13.6. No Recourse Against Others.

A director, Authorized Officer, employee or stockholder of CPF, as such, shall not have any liability for any obligations of CPF under the Notes or this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability.

Section 13.7. Duplicate Originals.

The parties may sign any number of copies of this Base Indenture. One signed copy is enough to prove this Base Indenture.

Section 13.8. Benefits of Indenture.

Except as set forth in the Series Supplement for a Series of Notes, nothing in this Indenture or in the Notes, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of each Series of Notes in a particular Group, any benefit or any legal or equitable right, remedy or claim under this Base Indenture or the Series Supplement for a Series of Notes in such Group.

Section 13.9. Payment on Business Day.

Unless otherwise specified in the Series Supplement for any Series of Notes, in any case where any Distribution Date, redemption date or maturity date of any Note shall not be a Business Day, then (notwithstanding any other provision of this Base Indenture) payment of interest or principal (and premium, if any), as the case may be, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the Distribution Date, redemption date, or maturity date; provided, however, that no interest shall accrue for the period from and after such Distribution Date, redemption date, or maturity date, as the case may be to and including such next succeeding Business Day.

Section 13.10. Governing Law.

**THIS INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Section 13.11. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of CPF or an Affiliate of CPF. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.12. Successors.

All agreements of CPF in this Indenture and the Notes shall bind its successor; provided, however, CPF may not assign its obligations or rights under this Base Indenture or any Applicable Related Document. All agreements of the Trustee in this Indenture shall bind its successor.

Section 13.13. Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.14. Counterpart Originals.

The parties may sign any number of copies of this Base Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 13.15. Table of Contents, Headings, etc.

The Table of Contents and headings of the Articles and Sections of this Base Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 13.16. Termination; Indenture Collateral.

This Indenture, and any grants, pledges and assignments hereunder, shall become effective concurrently with the issuance of the first Series of Notes and shall terminate when (a) all Note Obligations shall have been fully paid and satisfied, (b) the obligations of each Enhancement Provider under any Enhancement and related documents have terminated, and (c) any Enhancement shall have terminated, at which time the Trustee, at the request of CPF and upon receipt of an Officer's Certificate of CPF to the effect that the conditions in clauses (a), (b) and (c) above have been complied with and upon receipt of a certificate from the Trustee and each Enhancement Provider to the effect that the conditions in clauses (a), (b) and (c) above have been complied with, shall reassign (without recourse upon, or any warranty whatsoever by, the Trustee) and deliver all Collateral and documents then in the custody or possession of the Trustee promptly to CPF.

CPF and the Secured Parties and the Group Secured Parties for each Group hereby agree that, if any funds remain on deposit in the Collection Account or the Group Collection Account for any Group after the termination of this Indenture, such amounts shall be released by the Trustee and paid to CPF.

Section 13.17. No Bankruptcy Petition Against CPF.

Each of the Noteholders, the Note Owners and the Trustee hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of the latest maturing Note, it will not institute against, or join with any other Person in instituting, against CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any Federal or state bankruptcy or similar law; provided, however, that nothing in this Section 13.17 shall constitute a waiver of any right to indemnification, reimbursement or other payment from CPF pursuant to this Indenture. In the event that any such Secured Party or the Trustee takes action in violation of this Section 13.17, CPF, as the case may be, shall file or cause to be filed an answer with the bankruptcy court or otherwise properly contesting the filing of such a petition by any such Secured Party or the Trustee against CPF or the commencement of such action and raising the defense that such Secured Party or the Trustee has agreed in writing not to take such action and should be estopped and precluded therefrom

and such other defenses, if any, as its counsel advises that it may assert. The provisions of this Section 13.17 shall survive the termination of this Indenture, and the resignation or removal of the Trustee. Nothing contained herein shall preclude participation by any Secured Party or the Trustee in the assertion or defense of its claims in any such proceeding involving CPF.

Section 13.18. No Recourse.

The obligations of CPF under this Indenture are solely the obligations of CPF. No recourse shall be had for the payment of any amount owing in respect of any fee hereunder or any other obligation or claim arising out of or based upon this Indenture against any member, employee, officer, manager, or incorporator or other authorized person of CPF. Fees, expenses or costs payable by CPF hereunder shall be payable by CPF to the extent and only to the extent that CPF is reimbursed therefor pursuant to any of the Applicable Related Documents, or funds are then available or thereafter become available for such purpose pursuant to Article 5. In the event that CPF is not reimbursed for such fees, expenses or costs or that sufficient funds are not available for their payment pursuant to Article 5, the excess unpaid amount of such fees, expenses or costs shall in no event constitute a claim (as defined in Section 101 of the Bankruptcy Code) against, or limited liability company obligation of, CPF. Nothing in this Section 13.18 shall be construed to limit the Trustee from exercising its rights hereunder with respect to the Collateral or any Group Specific Collateral for any Group.

Section 13.19. Waiver of Jury Trial.

**EACH OF CPF AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 13.20. Confidential Information.

(a) The Trustee and each Note Owner agrees, by its acceptance and holding of a beneficial interest in any Note, to maintain the confidentiality of all Confidential Information in accordance with procedures adopted by the Trustee or such Note Owner in good faith to protect confidential information of third parties delivered to such Person; provided, that such Person may deliver or disclose Confidential Information to: (i) such Person's directors, trustees, officers, employees, agents, attorneys, independent or internal auditors and affiliates who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 13.20; (ii) such Person's financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 13.20; (iii) any other Note Owner; (iv) any Person of the type that would be, to such Person's knowledge, permitted to acquire an interest in the Series of Notes of which

such Person is a Note Owner, in accordance with the requirements of this Indenture, to which such Person sells or offers to sell any such Note or any part thereof and that agrees to hold confidential the Confidential Information substantially in accordance with this Section 13.20 (or in accordance with such other confidentiality procedures as are acceptable to CPF); (v) any federal or state or other regulatory, governmental, taxing or judicial authority having or claiming jurisdiction over, or authority to regulate or oversee in any respect the business of, such Person or any of such Person's Affiliates, or in working with any such authority; (vi) the National Association of Insurance Commissioners or any similar organization, or any nationally recognized rating agency that requires access to information about the investment portfolio of such Person, (vii) any reinsurers or liquidity or credit providers that agree to hold confidential the Confidential Information substantially in accordance with this Section 13.20 (or in accordance with such other confidentiality procedures as are acceptable to CPF); (viii) any other Person with the consent of CPF; or (ix) any other Person to which such delivery or disclosure may be necessary or appropriate (A) to effect compliance with any law, rule, regulation, statute or order applicable to such Person, (B) in response to any subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration to which such Person, any Affiliate of such Person or any officer, director, employee or shareholder of such Person or Affiliate is a party or other legal process upon prior notice to CPF (unless prohibited by applicable law, rule, order or decree or other requirement having the force of law), (C) in connection with any litigation to which such Person is a party upon prior notice to CPF (unless prohibited by applicable law, rule, order or decree or other requirement having the force of law), (D) if an Amortization Event with respect to the relevant Series of Notes has occurred and is continuing, to the extent such Person may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under the such Notes, this Indenture or any other Applicable Related Document with respect to such Series of Notes, or (E) pursuant to this Base Indenture or any Applicable Related Documents in connection with any Series of Notes; and provided, further, however, that (i) delivery to any Note Owner of any report or information required by the terms of this Indenture to be provided to such Note Owner by the Trustee and (ii) any disclosure of any Confidential Information in any document pertaining to the transactions contemplated by this Base Indenture or any Applicable Related Documents in connection with any Series of Notes approved in advance by CPF shall not be a violation of this Section 13.20. Each Note Owner agrees, by acceptance of a beneficial interest in any Note, except as set forth in clauses (v), (vi) and (ix) above, that it shall use the Confidential Information for the sole purpose of making an investment in the Notes or administering its investment in the Notes. In the event of any required disclosure of the Confidential Information by such Note Owner, such Note Owner agrees to use reasonable efforts to protect the confidentiality of the Confidential Information.

(b) For the purposes of this Section 13.20, "Confidential Information" means information delivered to the Trustee or any Note Owner by or on behalf of CPF in connection with and relating to the transactions contemplated by or otherwise pursuant to this Indenture and the Applicable Related Documents with respect to any Series of Notes; provided, that such term does not include information that: (i) was publicly known or otherwise known to the Trustee or such Note Owner prior to the time of such disclosure; (ii) subsequently becomes publicly known through no act or omission by the Trustee, any Note Owner or any person acting on behalf of the Trustee or any Note Owner; (iii) otherwise is known or becomes known to the Trustee or any Note Owner other than (x) through disclosure by CPF or (y) as a result of the breach of a

fiduciary duty to CPF or a contractual duty to CPF; or (iv) is allowed to be treated as non-confidential by consent of CPF.

(c) Notwithstanding any provisions of this Base Indenture or the Series Supplement for any Series of Notes requiring the delivery of any report or information to the Trustee or any Note Owner, to the extent CPF or any of its Affiliates conclude, based upon the advice of counsel, that any such Person has not expressly agreed to maintain the disclosed report or information in confidence or that providing any such report or information to such Person would otherwise require public disclosure of such report or information, CPF shall not be required to deliver such report or information to such Person.

In no event, however, shall the Trustee be liable for any Losses suffered or sustained by any Person by reason of the failure of CPF to deliver such report or information. CPF shall indemnify and hold harmless the Trustee or any predecessor Trustee and their respective directors, officers, agents and employees from and against any Losses suffered or sustained by any Person by reason of the failure of CPF to deliver such report or information. The term "Losses" as used in this Section 13.20(c) shall have the definition assigned to such term in Section 10.11.

IN WITNESS WHEREOF, the Trustee and CPF have caused this Base Indenture to be duly executed by their respective duly authorized officers as of the day and year first written above.

CENTRE POINT FUNDING, LLC,  
as issuer

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief  
Financial Officer and Treasurer

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., not in its individual capacity,  
but solely as Trustee

By: Sally R. Tokich

Name: Sally R. Tokich

Title: Senior Associate



## DEFINITIONS LIST

“ABCR” means Avis Budget Car Rental, LLC, a Delaware limited liability company, and its successors.

“ACRG” means Avis Car Rental Group, LLC, a Delaware limited liability company.

“Accrued Amounts” means, with respect to any Series of Notes (or any class of such Series of Notes), the amount, if any, specified in the Series Supplement for such Series of Notes.

“Additional CPF Truck” means an Eligible Truck that is acquired by CPF after the Initial Closing Date and identified in the Eligible Truck Appendix.

“Administrator” means BTR, in its capacity as Administrator under any Applicable Administration Agreement, or any successor Administrator thereunder.

“Administrator Default” means, with respect to any Applicable Administration Agreement, any of the events described in Section 13(c) of such Applicable Administration Agreement.

“Affiliate” means, with respect to any specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, “control” means the power to direct the management and policies of a Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and “controlled” and “controlling” have meanings correlative to the foregoing.

“Affiliate Issuer” means any special purpose entity that is an Affiliate of ABCR that has entered into financing arrangements secured by one or more Series of Notes.

“Agent” means any Registrar or Paying Agent.

“Aggregate Invested Amount” means, with respect to any Group, the sum of the Invested Amounts with respect to all Series of Notes then Outstanding in such Group.

“Aggregate Required Borrowing Base” means, on any date of determination, with respect to any Group, the sum of the Required Borrowing Base with respect to each Series of Notes Outstanding in such Group on such date.

“Amortization Event” with respect to each Series of Notes, has the meaning specified in Section 9.1 of the Base Indenture.

“Annual Noteholders’ Tax Statement” has the meaning specified in Section 4.2(b) of the Base Indenture.

“Applicable Administration Agreement” means (i) with respect to the Series 2006-1 Notes, the Amended and Restated Administration Agreement, dated as of March 9, 2010, by and among the Administrator, CPF and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms and (ii) with respect to each other Series of Notes, “Administration Agreement” as defined in the Series Supplement for such Series of Notes.

“Applicable Back-up Administration Agreement” means (i) with respect to the Series 2006-1 Notes, the Back-up Administration Agreement (Group I) dated as of March 9, 2010, by and among the Administrator, CPF, Lord Securities Corporation, as back-up administrator, and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms and (ii) with respect to each other Series of Notes, the “Back-up Administration Agreement” as defined in the Series Supplement for such Series of Notes.

“Applicable Collateral Agreements” means (i) with respect to the Series 2006-1 Notes, the Applicable CPF Lease, the Applicable Nominee Agreement and the Applicable Administration Agreement for such Series of Notes and (ii) with respect to each other Series of Notes, the “Collateral Agreements” as defined in the Series Supplement for such Series of Notes.

“Applicable CPF Lease” means (i) with respect to the Series 2006-1 Notes, the Amended and Restated Master Motor Vehicle Operating Lease Agreement, dated as of March 9, 2010, among CPF, as lessor, BTR, as lessee, ABCR, as guarantor, and BTR, as Administrator, as amended, modified or supplemented from time to time in accordance with its terms and (ii) with respect to each other Series of Notes, “CPF Lease” as defined in the Series Supplement for such Series of Notes.

“Applicable CPF Trucks” means, with respect to each Series of Notes, the “CPF Trucks” as defined in the Series Supplement for such Series of Notes.

“Applicable Disposition Agent Agreement” means (i) with respect to the Series 2006-1 Notes, the Disposition Agent Agreement (Group I) dated as of March 9, 2010, by and among the Administrator, CPF, Fiserv Automotive Solutions, Inc., as disposition agent, and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms and (ii) with respect to each other Series of Notes, the “Back-up Disposition Agent Agreement” as defined in the Series Supplement for such Series of Notes.

“Applicable Nominee Agreement” means (i) with respect to the Series 2006-1 Notes, an Applicable Nominee Lienholder agreement approved in writing by the Requisite Group Investors, among CPF, the Applicable Nominee Lienholder, the Trustee and ABCR, as amended, modified or supplemented from time to time in accordance with its terms and (ii) with respect to each other Series of Notes, “Nominee Agreement” as defined in the Series Supplement for such Series of Notes.

“Applicable Nominee Lienholder” means (i) with respect to the Series 2006-1 Notes, a Person approved in writing by the Requisite Group Investors, in its capacity as nominee lienholder under the Applicable Nominee Agreement with respect to such Series of Notes, and any successor Applicable Nominee Lienholder thereunder and (ii) with respect to each other

Series of Notes, “Nominee Lienholder” as defined in the Series Supplement for such Series of Notes.

“Applicable Related Documents” means (i) with respect to the Series 2006-1 Notes, the Base Indenture, the Series Supplement for such Series of Notes, the Notes of such Series, any Applicable Nominee Agreements for such Series of Notes, the Applicable Administration Agreement for such Series of Notes, the Applicable Disposition Agent Agreement for such Series of Notes, the Applicable Back-up Administration Agreement for such Series of Notes, the Collection Account Control Agreement, the account control agreement for any Group Collection Account for such Series of Notes, any agreements relating to the issuance or the purchase of any of the Notes of such Series, any Enhancement Agreements for such Series of Notes, the Applicable CPF Lease for such Series of Notes and the Supplemental Documents relating to the Applicable CPF Lease for such Series of Notes and (ii) with respect to each other Series of Notes, “Related Documents” as defined in the Series Supplement for such Series of Notes.

“Applicants” has the meaning specified in Section 2.8 of the Base Indenture.

“Approved Seller” means (i) with respect to Applicable CPF Trucks for the Group which includes the Series 2006-1 Notes, a Person who sells trucks to CPF that has been approved in writing by the Requisite Group Investors of such Group and (ii) with respect to Applicable CPF Trucks for any other Group, a Person (other than an Eligible Truck Manufacturer) who sells trucks to CPF and either (x) is identified in each Series Supplement for the Notes of a Group or (y) with respect to whom the Rating Agency Condition is satisfied for each Series of Notes in such other Group.

“Authorized Officer” means any of the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer of the applicable Person whose signatures and incumbency shall have been certified in such certificates from time to time as duly authorized to execute and deliver the applicable instruments, certificates, notices and other documents in connection herewith on behalf of such Person.

“Bankruptcy Code” means The Bankruptcy Reform Act of 1978, as amended from time to time, and as codified as 11 U.S.C. Section 101 et seq.

“Base Indenture” means the Amended and Restated Base Indenture, dated as of March 9, 2010, between CPF and the Trustee, as amended, modified or supplemented from time to time, exclusive of Series Supplements creating a new Series of Notes.

“Board of Directors” means the Board of Directors of CPF or any authorized committee of the Board of Directors, as applicable.

“Book-Entry Notes” means beneficial interests in the Notes, ownership and transfer of which shall be evidenced or made through book entries by a Clearing Agency as described in Section 2.17 of the Base Indenture; provided that after the occurrence of a condition whereupon book-entry registration and transfer are no longer permitted and Definitive Notes are issued to the Noteholders, such Definitive Notes shall replace Book-Entry Notes.

“Borrowing Base” means, as of any date of determination with respect to any Group, an amount equal to the sum of (i) the aggregate Termination Value of all Eligible Trucks leased under the Applicable CPF Lease as of such date, plus (ii) cash and Permitted Investments on deposit in the Collection Account, to the extent constituting Group Specific Collateral for such Group, and the Group Collection Account (including any subaccount thereof) for such Group as of such date, plus (iii) all accrued and unpaid Depreciation Charges included in Monthly Base Rent under the Applicable CPF Lease with respect to all Eligible Trucks as of such date that have not been sold or deemed sold under the Applicable Related Documents; plus (iv) all accrued and unpaid Casualty Payments and Truck Special Damage Payments under the Applicable CPF Lease; plus (v) all due and unpaid Liquidation Proceeds.

“Borrowing Base Deficiency” means, with respect to any Group and with respect to any date of determination, the amount, if any, by which the Aggregate Required Borrowing Base for such Group on such date exceeds the Borrowing Base for such Group on such date.

“BRAC” means Budget Rent A Car System, Inc., a Delaware corporation.

“BTR” means Budget Truck Rental LLC, a Delaware limited liability company, and its successors.

“Business Day” means any day other than a Saturday, Sunday or other day on which banking institutions in New York City, New York or the city in which the Corporate Trust Office is located are authorized or required by law or executive order to be closed.

“Capitalized Cost” means, with respect to any Applicable CPF Truck, (i) for each Applicable CPF Truck purchased directly from an Eligible Truck Manufacturer, the initial cost of such Applicable CPF Truck as set forth in the invoice of the applicable manufacturer, minus any incentive payments or rebates used to reduce such initial acquisition cost, as set forth on the applicable Termination Value Curve as the “WA Acquisition Price” for such Applicable CPF Truck and (ii) for each Applicable CPF Truck purchased from an Approved Seller or contributed to CPF, (x) in the case of an Applicable CPF Truck relating to the Group of Notes which includes the Series 2006-1 Notes, the amount agreed to by Deutsche Bank Securities, Inc. or (y) in the case of any other Applicable CPF Truck, an amount set forth, or an amount calculated pursuant to a formula set forth, on a schedule to the Applicable CPF Lease or such other amount, including an amount calculated pursuant to such other formula, as to which the Rating Agency Condition is satisfied for each Series of Notes Outstanding in the such Group, in either case, with respect to such Applicable CPF Truck.

“Carrying Charges” means, as of any Distribution Date, the sum of (a) the aggregate of all Trustee fees and other costs, fees and expenses and indemnity amounts, if any, payable by CPF under the Base Indenture or the other Applicable Related Documents for any Series of Notes which have accrued since the immediately preceding Distribution Date and (b) without duplication, all other operating expenses of CPF.

“Carrying Cost Interest Rate” means, for any Group, for any Interest Period an interest rate equal to the percentage equivalent of a fraction, (i) the numerator of which is equal to the sum of (A) the amount of interest accrued during such Interest Period with respect to all

Series of Notes in such Group, minus (B) any accrued earnings on Permitted Investments in the Collection Account, to the extent constituting Group Specific Collateral for such Group, and the Group Collection Account for such Group which are available for distribution on the last Business Day of such Interest Period, and (ii) the denominator of which is equal to the average Aggregate Invested Amount for such Group during such Interest Period.

“Casualty” means, with respect to any Applicable CPF Truck, that (a) such Applicable CPF Truck is destroyed, seized or otherwise rendered permanently unfit or unavailable for a period of 10 days or (b) such Applicable CPF Truck is lost or stolen and is not recovered within 60 days following the occurrence thereof.

“Casualty Payment” means, with respect to any Applicable CPF Truck subject to a Casualty, an amount equal the Termination Value of such Applicable CPF Truck as of the date of such Casualty Payment.

“Cede” means Cede & Co., a nominee of DTC.

“Certificate of Title” means, with respect to each Applicable CPF Truck, the certificate of title applicable to such Applicable CPF Truck duly issued in accordance with the certificate of title act or statute of the jurisdiction applicable to such Applicable CPF Truck.

“Change in Control” means (a) BRAC shall at any time cease to own or control, directly or indirectly, greater than 50% of the Voting Stock of the Lessee or the Administrator, or (b) ABCR shall at any time cease to own or control, directly or indirectly, greater than 50% of the Voting Stock of BRAC or (c) Avis Budget Holdings, LLC shall at any time cease to own or control, directly or indirectly, greater than 50% of the Voting Stock of ABCR.

“Class” means, with respect to any Series of Notes, any one of the classes of Notes of that Series as specified in the Series Supplement for such Series of Notes.

“Clearing Agency” means an organization registered as a “clearing agency” pursuant to Section 17A of the Exchange Act or any successor provision thereto or Euroclear or Clearstream.

“Clearing Agency Participant” means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book entry transfers and pledges.

“Clearstream” means Clearstream Banking société anonyme, a corporation organized under the laws of the Grand Duchy of Luxembourg, and any successor thereto.

“Closing Date” means the Initial Closing Date or any Series Closing Date.

“Code” means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any successor statute of similar import, in each case as in effect from time to time. References to sections of the Code also refer to any successor sections.

“Collateral” has the meaning specified in Section 3.1(a) of the Base Indenture.

“Collection Account” means the Eligible Account maintained by the Collection Account Securities Intermediary pursuant to the Collection Account Control Agreement or any successor securities account maintained pursuant to the Collection Account Control Agreement.

“Collection Account Control Agreement” means the agreement among CPF, The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of New York Trust Company, N.A.), as securities intermediary, and the Trustee, dated as of May 11, 2006, relating to the Collection Account, as amended, modified or supplemented from time to time in accordance with its terms.

“Collection Account Securities Intermediary” means The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of New York Trust Company, N.A.) or any other securities intermediary that maintains the Collection Account pursuant to the Collection Account Control Agreement.

“Collections” means all proceeds of the Collateral and the Group Specific Collateral for each Group including (a) all payments by or on behalf of the Lessee or the Guarantor under each Applicable CPF Lease, (b) all proceeds of the Applicable CPF Trucks, including all Disposition Proceeds from the Applicable CPF Trucks, payments of insurance proceeds and warranty payments which the Administrator is required to deposit into the Collection Account, whether such payments are in the form of cash, checks, wire transfers or other forms of payment and whether in respect of principal, interest, repurchase price, fees, expenses or otherwise, and (c) all amounts earned on funds in the Collection Account or the Group Collection Account for any Group.

“Company Order” and “Company Request” means a written order or request signed in the name of CPF by any one of its Authorized Officers and delivered to the Trustee.

“Consolidated Subsidiary” means, at any time, any Subsidiary or other entity the accounts of which would be consolidated with those of BTR in its consolidated financial statements as of such time.

“Contingent Obligation” means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person (a) with respect to any indebtedness, lease, dividend, letter of credit or other obligation of another if the primary purpose or intent thereof by the Person incurring the Contingent Obligation is to provide assurance to the obligee of such obligation of another that such obligation of another will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such obligation will be protected (in whole or in part) against loss in respect thereof or (b) under any letter of credit issued for the account of that Person or for which that Person is otherwise liable for reimbursement thereof. Contingent Obligation shall include (a) the direct or indirect guarantee, endorsement (otherwise than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of another and (b) any liability of such Person for the obligations of another through any agreement (contingent or otherwise) (i) to purchase, repurchase or otherwise acquire such obligation or any

security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), (ii) to maintain the solvency of any balance sheet item, level of income or financial condition of another or (iii) to make take-or-pay or similar payments if required regardless of non-performance by any other party or parties to an agreement, if in the case of any agreement described under subclause (i) or (ii) of this sentence the primary purpose or intent thereof is as described in the preceding sentence. The amount of any Contingent Obligation shall be equal to the amount of the obligation so guaranteed or otherwise supported.

“Contractual Obligation” means, with respect to any Person, any provision of any security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“Control Agreement” means an agreement establishing “control” within the meaning of 8-106 of the New York UCC by the Trustee over Issuer Accounts.

“Controlled Group” means, with respect to any Person, such Person, whether or not incorporated, and any corporation, trade or business that is, along with such Person, a member of a controlled group of corporations or a controlled group of trades or businesses as described in Sections 414(b) and (c), respectively, of the Code.

“Corporate Trust Office” shall mean the principal office of the Trustee at which at any particular time its corporate trust business shall be administered which office at the date of the execution of the Base Indenture is located at 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, Attention: Corporate Trust/Structured Finance, or at any other time at such other address as the Trustee may designate from time to time by notice to the Noteholders, CPF and the Administrator.

“CPF” means Centre Point Funding, LLC (f/k/a Budget Truck Funding, LLC), a Delaware limited liability company and its successors.

“CPF Lease Commencement Date” has the meaning specified in Section 3.2 of the Applicable CPF Lease.

“CPF Lease Expiration Date” is defined in Section 3.2 of the Applicable CPF Lease.

“Daily Report” has the meaning specified in Section 4.1(a) of the Base Indenture.

“Definitions List” means this Definitions List, as amended or modified from time to time.

“Definitive Notes” has the meaning specified in Section 2.5(c) of the Base Indenture.

“Depreciation Charge” means with respect to any Applicable CPF Truck and any period, the excess of (a) the cumulative depreciation charge for such Applicable CPF Truck at

the end of such period as determined by the product of (i) the Capitalized Cost of such Applicable CPF Truck and (ii) 100% minus the Termination Value Percentage applicable to the last day of such period over (b) the cumulative depreciation charge for such Applicable CPF Truck at the beginning of such period as determined by the product of (i) the Capitalized Cost of such Applicable CPF Truck and (ii) 100% minus the Termination Value Percentage applicable to the first day of such period; provided that, for purposes of determining the Depreciation Charges for a Related Month, the percentage applicable to the last day of such period shall be the Termination Value Percentage for such month and the percentage applicable to the first day of such period shall be the Termination Value Percentage for the month immediately preceding such Related Month; provided further that, for purposes of determining the Depreciation Charges, the Termination Value Percentage applicable to any date of determination shall be the sum of (i) the product of (x) the percentage equivalent of fraction the numerator of which is the number of days from the first day of the month in which such date of determination falls to such date of determination and the denominator is the number of days in such month in which such date of determination falls and (y) the excess of the Termination Value Percentage for the month immediately preceding the month in which such date of determination falls over the Termination Value Percentage for such month and (ii) the Termination Value Percentage for the month in which such date of determination falls.

“Determination Date” means the date five days prior to each Distribution Date.

“Diesel Truck” means an Applicable CPF Truck with a diesel engine.

“Disposition Proceeds” means the net proceeds from the sale or disposition of an Applicable CPF Truck to any Person, whether at an auction, wholesale or otherwise.

“Distribution Account” means, with respect to any Series of Notes, an account established as such pursuant to the Series Supplement for such Series of Notes.

“Distribution Date” means, unless otherwise specified in any Series Supplement for the related Series of Notes, the twentieth day of each calendar month, or, if such day is not a Business Day, the next succeeding Business Day, commencing April 20, 2010.

“Dollar” and the symbol “\$” mean the lawful currency of the United States.

“DTC” means The Depository Trust Company.

“Eligibility Requirements” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“Eligible Account” means, at any time, a separately identifiable securities account established and maintained in the deposit taking department of a Qualified Institution or a segregated identifiable trust account established and maintained in the trust department of a Qualified Trust Institution.

“Eligible Truck” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.



“Eligible Truck Appendix” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“Eligible Truck Manufacturers” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“Enhancement” means, with respect to any Series of Notes, the rights and benefits provided to the Noteholders of such Series of Notes pursuant to any letter of credit, surety bond, cash collateral account, overcollateralization, issuance of subordinated Notes, spread account, guaranteed rate agreement, maturity guaranty facility, tax protection agreement, interest rate swap or any other similar arrangement.

“Enhancement Agreement” means any contract, agreement, instrument or document governing the terms of any Enhancement or pursuant to which any Enhancement is issued or outstanding.

“Enhancement Amount” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“Enhancement Deficiency” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“Enhancement Provider” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, in each case as in effect from time to time. References to sections of ERISA also refer to any successor sections.

“Euroclear” means Euroclear Bank, S.A./N.V., as operator of the Euroclear System.

“Event of Bankruptcy” shall be deemed to have occurred with respect to a Person if:

(a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or any substantial part of its assets, or any similar action with respect to such Person under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of 60 consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect; or

(b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors; or

(c) the board of directors of such Person (if such Person is a corporation or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

“Exchange Act” has the meaning set forth in Section 2.19(a) of the Base Indenture.

“Expected Final Distribution Date” means, with respect to any Series of Notes, the date stated in the Series Supplement for such Series of Notes as the date on which such Series of Notes is expected to be paid in full.

“Financial Officer” means, with respect to any Person, the chief financial officer, vice-president-finance, principal accounting officer, controller or treasurer of such Person.

“GAAP” means the generally accepted accounting principles promulgated or adopted by the Financial Accounting Standards Board and its predecessors and successors from time to time.

“Gasoline Truck” means an Applicable CPF Truck with a gasoline engine.

“Global Note” has the meaning set forth in Section 2.5(b) of the Base Indenture.

“Governmental Authority” means any Federal, state, local or foreign court or governmental department, commission, board, bureau, agency, authority, instrumentality or regulatory body.

“Group” means each Series of Notes designated by the Series Supplement for such Series of Notes as sharing in the same Group Specific Collateral.

“Group Collection Account” means, with respect to each Series of Notes in a Group, the “Collection Account” as defined in the Series Supplement for such Series of Notes.

“Group Secured Parties” has the meaning specified in Section 3.2 of the Base Indenture.

“Group Specific Collateral” has the meaning specified in Section 3.2(a) of the Base Indenture.

“Guaranteed Obligations” has the meaning specified in Section 22.1 of the Applicable CPF Lease.

“Guarantor” means ABCR in its capacity as guarantor of the Lessee’s obligations under the Applicable CPF Lease for each Series of Notes.

“Guaranty” has the meaning specified in Section 22.1 of the Applicable CPF Lease.

“Indebtedness”, as applied to any Person, means, without duplication, (a) all indebtedness for borrowed money, (b) that portion of obligations with respect to any lease of any property (whether real, personal or mixed) that is properly classified as a liability on a balance sheet in conformity with GAAP, (c) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money, (d) any obligation owed for all or any part of the deferred purchase price for property or services, which purchase price is (i) due more than six months from the date of the incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument, (e) all indebtedness secured by any Lien on any property or asset owned by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is nonrecourse to the credit of that Person, and (f) all Contingent Obligations of such Person in respect of any of the foregoing.

“Indemnified Persons” has the meaning specified in Section 16.1 of the Applicable CPF Lease.

“Indenture” means the Base Indenture, together with all Series Supplements for any Series of Notes, as amended, modified or supplemented from time to time by Supplements thereto in accordance with its terms.

“Independent Manager” means, with respect to CPF, an individual who is not, and, except for having previously acted as an “independent” director or manager of CPF (or any special purpose entity who is an Affiliate of CPF) never was,

(i) a stockholder, member, partner, director, officer, employee, affiliate, associate, customer, supplier, creditor or independent contractor of, or any person that has received any benefit (excluding, however, any compensation received in such person’s capacity as a director of CPF, as the case may be) in any form whatever from, or any person that has provided any service (excluding, however, any service provided by a Person engaged as an “independent” director or manager, as the case may be) in any form whatever to, ABCR, CPF, BRAC, the Administrator or any of their Affiliates or associates, or

(ii) any person owning beneficially, directly or indirectly, any outstanding shares of common stock, any limited liability company interests or any partnership interests, as applicable, of CPF, as the case may be, or ABCR, CPF, BRAC, the Administrator or any of their Affiliates, or a stockholder, member, partner, director, officer, employee, Affiliate, associate, customer, supplier, creditor or independent contractor of, or any person that has received any benefit (excluding, however, any compensation received by a Person engaged as an “independent” director or manager, as the case may be) in any form whatever from, or any person that has provided any service (excluding, however, any

service provided by a Person engaged as an “independent” director or manager, as the case may be) in any form whatever to, such beneficial owner or any of such beneficial owner’s affiliates or associates, or

(iii) a member of the immediate family of any person described above.

“Ineligible Truck” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“Initial Acquisition Cost” has the meaning specified in Section 2.3 of the Applicable CPF Lease.

“Initial Closing Date” means the date on which the initial Series of Notes is issued pursuant to the Indenture.

“Initial Closing Date Net Book Value” means, with respect to each Applicable CPF Truck on the Initial Closing Date, the Capitalized Cost of such Applicable CPF Truck minus all Depreciation Charges accrued with respect to such Applicable CPF Truck through the day immediately preceding the Initial Closing Date.

“Initial Invested Amount” means, with respect to any Series of Notes, the aggregate initial principal amount specified in the Series Supplement for such Series of Notes.

“Initial Purchase Net Book Value” means, with respect to each Additional CPF Truck on the Vehicle Lease Commencement Date for such Additional CPF Truck, the Capitalized Cost of such Additional CPF Truck minus all Depreciation Charges accrued with respect to such Truck through the day immediately preceding the Vehicle Lease Commencement Date for such Additional CPF Truck.

“Interest Collections” means on any date of determination, all Collections which represent payments of Monthly Base Rent (other than (x) any Depreciation Charges included in payments of Monthly Base Rent pursuant to clause (b) of the definition of thereof and (y) any amount included in payments of Monthly Base Rent pursuant to clause (d) of the definition thereof) plus any amounts earned on Permitted Investments in the Collection Account or the Group Collection Account for any Group which are available for distribution on such date.

“Interest Period” means, with respect to any Series of Notes, the period commencing on and including a Distribution Date and ending on and excluding the day preceding the next succeeding Distribution Date, commencing on the date specified in the Series Supplement for such Series of Notes.

“Invested Amount” means, with respect to each Series of Notes, the amount specified in the Series Supplement for such Series of Notes.

“Invested Percentage” means, with respect to any Series of Notes, the percentage specified in the Series Supplement for such Series of Notes.

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“Investment Property” has the meaning specified in Section 9-102(a)(49) of the applicable UCC.

“Issuer Accounts” has the meaning specified in Section 5.1(e) of the Base Indenture.

“Lease Event of Default” means, with respect to an Applicable CPF Lease, the occurrence of any of the events described in Section 18.1 of such Applicable CPF Lease.

“Lease Payment Default” means the occurrence of any event described in Section 18.1.1 of the Applicable CPF Lease.

“Lease Payment Deficit” has the meaning specified, with respect to any Series of Notes, in the Series Supplement for such Series of Notes.

“Lessee” means BTR, in its capacity as lessee under the Applicable CPF Lease.

“Lessor” means CPF in its capacity as the lessor under the Applicable CPF Lease.

“Lien” means, when used with respect to any Person, any interest in any real or personal property, asset or other right held, owned or being purchased or acquired by such Person which secures payment or performance of any obligation, and shall include any mortgage, lien, pledge, encumbrance, charge, retained security title of a conditional vendor or lessor, or other security interest of any kind, whether arising under a security agreement, mortgage, lease, deed of trust, chattel mortgage, assignment, pledge, retention or security title, financing or similar statement, or notice or arising as a matter of law, judicial process or otherwise.

“License Agent” has the meaning specified in the definition of “Titling Procedures”.

“Limited Liquidation Event of Default” means, with respect to any Series of Notes, any event specified as such in the Series Supplement for such Series of Notes.

“Liquidation Event of Default” means, with respect to any Group, the occurrence and continuance of an Amortization Event under the Base Indenture (excluding Section 9.1(j)).

“Liquidation Proceeds” means, with respect to any Related Month, amounts paid during such Related Month and amounts due and payable (but not more than 30 days past the date of disposition of the Truck) with respect to the disposition, at auction, wholesale or otherwise, of the Trucks previously leased under any Applicable CPF Lease.

“Luxembourg Agent” means, with respect to each Series of Notes, any agent specified as such in the Series Supplement for such Series of Notes.

“Material Adverse Effect” means, with respect to any occurrence, event or condition:

- (a) a material adverse change in or effect on the financial condition, prospects, business, assets or operations of the Guarantor and its Consolidated Subsidiaries;
- (b) a material adverse effect on the ability of BTR, the Guarantor, ABCR, CPF or the Administrator to perform its obligations under any of the Applicable Related Documents; or
- (iii) an adverse effect on (a) the validity or enforceability of any Applicable Related Document or (b) on the validity, status, perfection or priority of the Trustee’s Lien on the Collateral or Group Specific Collateral with respect to any applicable Group.

“Maximum Invested Amount” means, with respect to each Series of Notes, the amount, if any, specified in the Series Supplement for such Series of Notes.

“Monthly Administration Fee” means, with respect to each Distribution Date and each Group, the fee payable to the Administrator pursuant to each Applicable Administration Agreement on such Distribution Date.

“Monthly Base Rent” means, with respect to any Group for each Distribution Date, the sum of (a) the aggregate amount of interest accrued on each Outstanding Series of Notes in such Group during the Interest Period ending on the day immediately preceding such Distribution Date minus any accrued earnings on investments in the Collection Account, to the extent constituting Group Specific Collateral for such Group, and the Group Collection Account for such Group which are available for distribution to the Series of Notes of such Group on the last Business Day of such Interest Period, plus (b) the accrued Depreciation Charges for the Related Month for all Applicable CPF Trucks (i) subject to the Applicable CPF Lease as of the end of the Related Month or (ii) that, without double counting, while subject to the Applicable CPF Lease suffered a Casualty or were sold by or on behalf of CPF to any Person, in each case, during the Related Month, plus (c) Truck Special Damage Payments related to Applicable CPF Trucks disposed of during the Related Month, plus (d) the Termination Value of any Applicable CPF Truck with respect to which a Casualty has occurred during the Related Month, plus (e) the Monthly Administration Fee payable to the Administrator pursuant to the Applicable Administration Agreement for each Series of Notes in such Group on such Distribution Date, plus (f) the Carrying Charges as of such Distribution Date allocable to such Group in accordance with the Series Supplement for each Series of Notes in such Group, plus (g) an amount equal to 2% per annum, payable at one-twelfth the annual rate, of the Net Book Value of the Applicable CPF Trucks as of the first day of the Related Month.

“Monthly Certificate” has the meaning specified in Section 4.1(c) of the Base Indenture.

“Monthly Noteholders Statement” means, with respect to any Series of Notes, a statement substantially in the form of an Exhibit to the Series Supplement for such Series of Notes.

“Moody’s” means Moody’s Investor Service.

“Net Book Value” means, (a) with respect to each Eligible Truck (other than an Additional CPF Truck), (i) as of any date of determination during the period from and including the Initial Closing Date to but excluding the initial Determination Date, the Initial Closing Date Net Book Value of such Eligible Truck, (ii) as of the initial Determination Date, the Initial Closing Date Net Book Value of such Eligible Truck minus the aggregate Depreciation Charges accrued with respect to such Eligible Truck from and including the Initial Closing Date through the last day of the Related Month and (iii) as of any other Determination Date, the Net Book Value of such Eligible Truck as calculated on the immediately preceding Determination Date minus the aggregate Depreciation Charges accrued with respect to such Eligible Truck during the Related Month and (b) with respect to each Additional CPF Truck, (i) as of any date of determination during the period from and including the Vehicle Lease Commencement Date with respect to such Additional CPF Truck to but excluding the initial Determination Date thereafter, the Initial Purchase Net Book Value of such Additional CPF Truck, (ii) as of the initial Determination Date after the Vehicle Lease Commencement Date with respect to such Additional CPF Truck, the Initial Purchase Net Book Value of such Additional CPF Truck minus the aggregate Depreciation Charges accrued with respect to such Additional CPF Truck from and including the Vehicle Lease Commencement Date with respect to such Additional CPF Truck through the last day of the Related Month and (iii) as of any other Determination Date, the Initial Purchase Net Book Value of such Additional CPF Truck as calculated on the immediately preceding Determination Date minus the aggregate Depreciation Charges accrued with respect to such Additional CPF Truck during the Related Month. After the initial Determination Date, on any date of determination that is not a Determination Date, the Net Book Value of an Eligible Truck or an Additional CPF Truck will be the Net Book Value calculated for such Eligible Truck or Additional CPF Truck on the most recent Determination Date.

“Note Obligations” means, with respect to any Group, all principal and interest, at any time and from time to time, owing by CPF on the Notes in such Group and all costs, fees and expenses payable by, or obligations of, CPF under the Base Indenture and/or the Applicable Related Documents, in each case, with respect to the Notes of such Group.

“Note Owner” means a Person holding a beneficial interest in a Global Note.

“Note Rate” means, with respect to any Series of Notes, the annual rate at which interest accrues on the Notes of such Series of Notes (or formula on the basis of which such rate shall be determined) as stated in the Series Supplement for such Series of Notes.

“Note Register” means the register maintained pursuant to Section 2.6(a) of the Base Indenture, providing for the registration of the Notes and transfers and exchanges thereof.

“Noteholder” and “Holder” means the Person in whose name a Note is registered in the Note Register.

“Notes” has the meaning specified in the recitals to the Base Indenture.

“Officer’s Certificate” means a certificate signed by an Authorized Officer of ABCR, CPF, the Administrator or the Lessee, as the case may be.

“Opinion of Counsel” means a written opinion from legal counsel which is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to ABCR, CPF, the Administrator or, as the case may be, unless the Requisite Investors shall notify the Trustee of objection thereto.

“Original Indenture” has the meaning specified in the recitals to the Base Indenture.

“OTC” has the meaning specified in the definition of “Titling Procedures”.

“Outstanding” has the meaning specified, with respect to any Series, in the Series Supplement for such Series of Notes.

“Paying Agent” has the meaning specified in Section 2.6(a) of the Base Indenture.

“Pension Plan” means any “employee pension benefit plan”, as such term is defined in ERISA, which is subject to Title IV of ERISA (other than a “multiemployer plan”, as defined in Section 4001 of ERISA) and to which any company in the Controlled Group has liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA for any time within the preceding five years or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

“Permitted Encumbrances” means: (a) a Lien securing a tax, assessment or other governmental charge or levy (excluding any Lien arising under any of the provisions of ERISA) or the claim of a materialman, mechanic, carrier, warehouseman or landlord for labor, materials, supplies or rentals incurred in the ordinary course of business, and foreclosure, distraint, sale or other similar proceedings shall not have been commenced; (b) a Lien consisting of a deposit or pledge made, in the ordinary course of business, in connection with, or to secure payment of, obligations under worker’s compensation, unemployment insurance or similar legislation; (c) a Lien constituting an encumbrance in the nature of zoning restrictions, easements, and rights or restrictions of record on the use of real property which does not materially detract from the value of such property or impair the use thereof in the business of the Lessee; (d) a Lien constituting a lease or sublease granted by the Lessee to others in the ordinary course of business; (e) a Lien securing Purchase Money Indebtedness but only if, in the case of each such Lien: (i) such Lien shall at all times be confined solely to the asset purchase price of which was financed through the incurrence of the Purchase Money Indebtedness secured by such Lien and to fixed improvements then or thereafter erected on such asset; (ii) such Lien attached to such asset within 90 days of the acquisition of such property; and (iii) the aggregate principal amount of Purchase Money Indebtedness secured by such Lien at no time exceeds an amount equal to the lesser of (A) the cost (including the principal amount of such Indebtedness, whether or not assumed) to the Lessee of the asset subject to such Lien and (B) the fair value of such asset at the time of such acquisition; (f) a Lien constituting a renewal, extension or replacement of a Lien constituting a Permitted Encumbrance by virtue of clause (e) of this definition, but only, in the case of each such renewal, extension or replacement Lien, to the extent that the principal amount of indebtedness secured by such Lien does not exceed the principal amount of such indebtedness so secured at the time of the extension, renewal or replacement, and that such renewal, extension or replacement Lien is limited to all or a part of the property that was subject to the Lien extended,



renewed or replaced and to fixed improvements then or thereafter erected on such property; and (g) a Lien arising pursuant to an order of attachment, distraint or similar legal process arising in connection with legal proceedings, but only if and so long as the execution or other enforcement thereof is not unstayed for more than 20 days. For this purpose "Purchase Money Indebtedness" means Indebtedness of the Lessee that, within 90 days of such purchase, is incurred to finance part or all of (but not more than) the purchase price of a tangible asset in which the Lessee had at any time prior to such purchase any interest other than a security interest or an interest as lessee under an operating lease and renewals, extensions or refundings, thereof, but not any increases in the principal amounts thereof or interest rates thereon, except for increases in interest rates upon the occasion of any such renewal, extension or refunding that are commercially reasonable at such time.

"Permitted Investments" means negotiable instruments or securities maturing on or before the Distribution Date next occurring after the investment therein, payable in Dollars, issued by an entity organized under the laws of the United States of America and represented by instruments in bearer or registered or in book-entry form which evidence:

(i) obligations the full and timely payment of which are to be made by or is fully guaranteed by the United States of America other than financial contracts whose value depends on the values or indices of asset values;

(ii) demand deposits of, time deposits in, or certificates of deposit issued by, any depository institution or trust company incorporated under the laws of the United States of America or any state thereof whose short-term debt is rated P-1 by Moody's and A-1 or higher by Standard & Poor's and subject to supervision and examination by Federal or state banking or depository institution authorities; provided, however, that at the earlier of (x) the time of the investment and (y) the time of the contractual commitment to invest therein, the certificates of deposit or short-term deposits, if any, or long-term unsecured debt obligations (other than such obligation whose rating is based on collateral or on the credit of a Person other than such institution or trust company) of such depository institution or trust company shall have a credit rating from Standard & Poor's of "A-1+", in the case of certificates of deposit or short-term deposits, or a rating from Standard & Poor's not lower than "AA", in the case of long-term unsecured debt obligations;

(iii) commercial paper having, at the earlier of (x) the time of the investment and (y) the time of the contractual commitment to invest therein, a rating from Standard & Poor's of "A-1+" and a rating from Moody's of "P-1";

(iv) bankers' acceptances issued by any depository institution or trust company described in clause (ii) above;

(v) investments in money market funds (x) rated "AAM" by Standard & Poor's or otherwise approved in writing by Standard & Poor's and (y) rated "Aaa" by Moody's or otherwise approved in writing by Moody's;

(vi) Eurodollar time deposits having a credit rating from Standard & Poor's of "A-1+" and a credit rating from Moody's of at least "A3" or "P-1";

(vii) repurchase agreements involving any of the Permitted Investments described in clauses (i) and (vi) above and the certificates of deposit described in clause (ii) above which are entered into with a depository institution or trust company, having a commercial paper or short-term certificate of deposit rating of “A-1+” by Standard & Poor’s and “P-1” by Moody’s or which otherwise is approved as to collateralization by the Rating Agencies; and

(viii) any other instruments or securities, if the Rating Agencies confirm in writing that the investment in such instruments or securities will not adversely affect any ratings with respect to any Series of Notes.

“Permitted Liens” means (i) Liens for current taxes not delinquent or for taxes being contested in good faith and by appropriate proceedings, and with respect to which adequate reserves have been established, and are being maintained, in accordance with GAAP, (ii) mechanics’, materialmen’s, landlords’, warehousemen’s and carrier’s Liens, and other Liens imposed by law, securing obligations arising in the ordinary course of business that are not more than thirty days past due or are being contested in good faith and by appropriate proceedings and with respect to which adequate reserves have been established, and are being maintained, in accordance with GAAP, (iii) Liens noted on the Certificate of Title in the name of the Applicable Nominee Lienholder for any Series of Notes and (iv) the Liens in favor of the Trustee pursuant to the Base Indenture and the Series Supplement for any Series of Notes.

“Permitted Sublessee” means, with respect to the Applicable CPF Lease, each of ACRG and BRACS and any other Person that becomes a sublessee under a Sublease in accordance with Section 7 of the Applicable CPF Lease; provided that each of ACRG, BRACS and any such other Person shall only be a “Permitted Sublessee” so long as it remains a wholly-owned subsidiary of the Guarantor.

“Person” means any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, joint stock company, corporation, trust, unincorporated organization or Governmental Authority.

“Potential Amortization Event” means any occurrence or event which, with the giving of notice, the passage of time or both, would constitute an Amortization Event.

“Potential Lease Event of Default” means, with respect to an Applicable CPF Lease, any occurrence or event which, with the giving of notice, the passage of time or both, would constitute a Lease Event of Default under such Applicable CPF Lease.

“Power of Attorney” means a power of attorney in the form of Exhibit A to an Applicable Nominee Agreement with respect to CPF, as nominee titleholder thereunder, and in the form of Exhibit B to an Applicable Nominee Agreement with respect to the Applicable Nominee Lienholder thereunder.

“Principal Collections” means any Collections other than Interest Collections.

“Principal Terms” has the meaning specified in Section 2.3 of the Base Indenture.

“Proceeds” has the meaning specified in Section 9-102(a)(64) of the applicable UCC.

“Qualified Institution” means a depository institution or trust company (which may include the Trustee) organized under the laws of the United States of America or any one of the states thereof or the District of Columbia or incorporated under the laws of a foreign jurisdiction with a branch or agency located in the United States of America or any one of the states thereof and subject to the supervision and examination by federal or state banking authorities which at all times has the Required Ratings and, in the case of any such institution organized under the laws of the United States of America, whose deposits are insured by the FDIC.

“Qualified Trust Institution” means an institution organized under the laws of the United States of America or any State thereof or incorporated under the laws of a foreign jurisdiction with a branch or agency located in the United States of America or any State thereof and subject to supervision and examination by federal or state banking authorities which at all times (i) is authorized under such laws to act as a trustee or in any other fiduciary capacity, (ii) has capital, surplus and undivided profits of not less than \$50,000,000 as set forth in its most recent published annual report of condition, and (iii) has a long term deposits rating of not less than “A-” by S&P and “A3” by Moody’s.

“Rating Agency” means, with respect to any Series of Notes, each rating agency rating such Series of Notes as specified in the Series Supplements for such Series of Notes.

“Rating Agency Condition” means, with respect to any Series of Notes and any action or event, confirmation from each Rating Agency with respect to such Series of Notes that such action or event will not in and of itself result in the downgrade or withdrawal of its then-current rating of such Series of Notes, which such confirmation shall be promptly forwarded by CPF to the Trustee.

“Record Date” means, with respect to any Series of Notes and any Distribution Date, the date specified in the Series Supplement for such Series of Notes.

“Registrar” has the meaning specified in Section 2.6(a) of the Base Indenture.

“Regulation S” has the meaning set forth in Section 2.5(b) of the Base Indenture.

“Related Month” means, (i) with respect to any Distribution Date or Determination Date, the most recently ended calendar month, (ii) with respect to any other date, the calendar month in which such date occurs and (iii) with respect to an Interest Period, the month in which such Interest Period commences; provided, however, that with respect to the above clause (i), the initial Related Month shall be the period from and including the Initial Closing Date to and including the last day of the calendar month following the month in which the Initial Closing Date occurs.

“Required Borrowing Base” means, with respect to each Series of Notes, the amount specified in the Series Supplement for such Series of Notes.

“Required Enhancement Amount” has the meaning specified, with respect to any Series, in the Series Supplement for such Series of Notes.

“Required Ratings” means (i) a short-term certificate of deposit rating of “P-1” from Moody’s and at least “A-1” from Standard & Poor’s and (ii) a long-term unsecured debt rating of not less than “Aa3” from Moody’s and “AA-” from Standard & Poor’s.

“Required Noteholders” has the meaning specified, with respect to any Series, in the Series Supplement for such Series of Notes.

“Requirements of Law” means, with respect to any Person or any of its property, the certificate of incorporation or articles of association and by-laws, limited liability company agreement, partnership agreement or other organizational or governing documents of such Person or any of its property, and any law, treaty, rule or regulation, or determination of any arbitrator or Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, whether Federal, state or local (including, without limitation, usury laws, the Federal Truth in Lending Act and retail installment sales acts).

“Requisite Group Investors” means, with respect to any Group, Noteholders holding in excess of 50% of the aggregate Invested Amount of all Outstanding Series of Notes in such Group (excluding, for the purposes of making the foregoing calculation, any Notes held by CPF).

“Requisite Investors” means Noteholders holding in excess of 66% (or 50% if all Series of Notes Outstanding are part of the same Group) of the aggregate Invested Amount of all Outstanding Series of Notes (excluding, for the purposes of making the foregoing calculation, any Notes held by CPF).

“Restatement Effective Date” means March 9, 2010.

“Rule 144A” has the meaning set forth in Section 2.5(a) of the Base Indenture.

“Rule 144A Global Note” has the meaning set forth in Section 2.5(a) of the Base Indenture.

“S&P” or “Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Secured Parties” has the meaning specified in Section 3.1 of the Base Indenture.

“Securities Act” means the Securities Act of 1933, as amended.

“Series Accounts” means, with respect to any Series of Notes, the account or accounts established pursuant to the Series Supplement for such Series of Notes.

“Series Closing Date” means, with respect to any Series of Notes, the date of issuance of such Series of Notes, as specified in the Series Supplement for such Series of Notes.

“Series of Notes” or “Series” means each Series of Notes issued and authenticated pursuant to the Base Indenture and the Series Supplement for such Series of Notes.

“Series Supplement” means, with respect to any Series of Notes, a supplement to the Base Indenture complying (to the extent applicable) with the terms of Section 2.3 of the Base Indenture.

“Series Termination Date” means, with respect to any Series of Notes, the date stated in the Series Supplement for such Series of Notes as the termination date.

“Sublease” means, with respect to the Applicable CPF Lease, any sublease entered into between the Lessee and any Permitted Sublessee pursuant to Section 7 of the Applicable CPF Lease and any and all other contracts, agreements, guarantees, insurance, warranties, instruments or certificates entered into or delivered to the Lessee in connection therewith.

“Subsidiary” means, with respect to any Person (herein referred to as the “parent”), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned, controlled or held by the parent or (b) that is, at the time any determination is being made, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Supplement” means a supplement to the Base Indenture complying (to the extent applicable) with the terms of Article 12 of the Base Indenture.

“Supplemental Documents” has the meaning specified in Section 2.1 of the Applicable CPF Lease.

“Supplemental Rent” means any and all amounts due under any Applicable CPF Lease other than Monthly Base Rent.

“Tax Opinion” means an Opinion of Counsel to be delivered in connection with the issuance of a new Series of Notes to the effect that, for United States federal income tax purposes, the issuance of such new Series of Notes will not result in any of the Outstanding Series of Notes failing to be characterized as debt for United States federal income tax purposes.

“Term” has the meaning specified in Section 3.2 of the Applicable CPF Lease.

“Termination Value” means, with respect to any Applicable CPF Truck, as of any date, an amount equal to (i) the Capitalized Cost of such Applicable CPF Truck minus (ii) all Depreciation Charges accrued with respect to such Applicable CPF Truck through but excluding such date.

“Termination Value Curve Schedule” means, with respect to any Group, the Termination Value Curve Schedule, attached as a schedule to the Applicable CPF Lease, setting forth the Termination Value Curve for each type of Truck on the Eligible Truck Appendix

applicable to each Series secured by the Applicable CPF Lease with the expected net book values of such Trucks expressed as a percentage of the original Capitalized Cost of such Trucks in monthly increments, as such schedule may be amended from time to time in the manner specified in the Series Supplement for each Series of Notes in such Group, to add Additional CPF Trucks of a new type, modify the Termination Value Percentages or otherwise amend the Termination Value Curve Schedule, subject to the consent of CPF.

“Termination Value Percentage” means, with respect to any Series of Notes and with respect to each type of Eligible Truck, the percentages of the original Capitalized Cost of such Eligible Truck as set forth on, or derived from, the Termination Value Curve Schedule applicable to such Series.

“Titling Certification Requirements” means, with respect to any Truck for which an Oklahoma Certificate of Title has not been issued in the name of CPF with the Trustee or an Applicable Nominee Lienholder noted as the first lienholder thereon, the following: (a) copies of the items described in clauses (a)(i)(v), (w), (x), (y) and (z) of the definition of “Titling Procedures” have been delivered to the Trustee; (b) an Officer’s Certificate of the Administrator confirming the proper completion and filing with the OTC or any License Agent of the items described in clauses (a)(i)(v), (w), (x), (y) and (z) of the definition of “Titling Procedures”; and (c) if a filing agent has been used to make the filings described in clauses (a)(i)(v), (w), (x), (y) and (z) of the definition of “Titling Procedures”, a certificate from an Authorized Officer of such filing agent confirming the proper filing with the OTC or any License Agent of the items described in clauses (a)(i)(v), (w), (x), (y) and (z) of the definition of “Titling Procedures”.

“Titling Procedures” means, (a) with respect to any Applicable CPF Truck for which an Oklahoma Certificate of Title has not been issued or with respect to a transfer of an Oklahoma Certificate of Title from a person other than CPF to CPF, (i) the proper completion and filing with the Oklahoma Tax Commission (the “OTC”) or any Oklahoma motor vehicle license agent (“License Agent”) of (v) an Application for Oklahoma Certificate of Title for a Vehicle (including the Affidavit for Title/Registration of Rental Vehicles, and, if applicable, the Affidavit for Issuance of Title for a Proportionally Registered Vehicle), (w) the manufacturer’s certificate of origin for such Applicable CPF Truck or, with respect to any Applicable CPF Truck for which a Certificate of Title had previously been issued to a person other than CPF, the Certificate of Title with an endorsed assignment to CPF by the prior owner or such other evidence of ownership in the manner prescribed by the OTC or applicable License Agent, (x) if applicable, documentation necessary to release any Liens (other than Permitted Liens) with respect to such Applicable CPF Truck, (y) the Lien Entry Form containing the name and address of the Trustee and the Closing Date in the manner prescribed by the OTC or any applicable License Agent, and (z) the payment of the applicable lien filing fee for such Applicable CPF Truck, and (ii) the satisfaction of any other requirements for perfection of the Trustee’s Lien on such Applicable CPF Truck and (b) with respect to any Applicable CPF Truck for which an Oklahoma Certificate of Title has been issued (other than any Oklahoma Certificate of Title that has been assigned to CPF, but not yet titled in the name of CPF), (i) the titling of such Applicable CPF Truck in the name of CPF, (ii) the notation of the Trustee or an Applicable Nominee Lienholder as the first lienholder on the Certificate of Title for such Applicable CPF Truck and (iii) the Administrator or its agent, as custodian and agent for the Trustee for the benefit of the Secured Parties, or the Trustee, being in possession such Certificate of Title.

“Truck” means a truck that is manufactured by an Eligible Truck Manufacturer and purchased by CPF with the proceeds of any Series of Notes.

“Truck Special Damage Payments” has the meaning specified in Section 13.2(a) of the Applicable CPF Lease.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended.

“Trust Officer” means, with respect to the Trustee, any Senior Vice President, Vice President, Assistant Vice President, Assistant Secretary or Assistant Treasurer of the Corporate Trust Office, or any trust officer, or any officer customarily performing functions similar to those performed by the person who at the time shall be such officers, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with a particular subject, or any successor thereto responsible for the administration of the Base Indenture.

“Trustee” means the party named as such in the Indenture until a successor replaces it in accordance with the applicable provisions of the Indenture and thereafter means the successor serving thereunder.

“UCC” means the Uniform Commercial Code as in effect from time to time in the specified jurisdiction.

“United States” or “U.S.” means the United States of America, its fifty States and the District of Columbia.

“U.S. Government Obligations” means direct obligations of the United States of America, or any agency or instrumentality thereof for the payment of which the full faith and credit of the United States of America is pledged as to full and timely payment of such obligations.

“Vehicle Lease Commencement Date” has the meaning specified in Section 3.1 of the Applicable CPF Lease.

“Vehicle Lease Expiration Date” has the meaning specified in Section 3.1 of the Applicable CPF Lease.

“Vehicle Perfection and Documentation Requirements” means, with respect to an Applicable CPF Truck, submission of an application for the issuance of a certificate of title for such Applicable CPF Truck with the department of registry of motor vehicles of the State of Oklahoma, which application shall reflect CPF as the registered owner and the Applicable Nominee Lienholder or the Trustee as the first lienholder.

“Vehicle Purchase Price” has the meaning specified in Section 2.5 of the Applicable CPF Lease.

“Vehicle Term” has the meaning specified in Section 3.1 of the Applicable CPF Lease.

“VIN” means vehicle identification number.

“Wholly-Owned Subsidiary” means, with respect to any Person (herein referred to as the “parent”), any corporation, partnership, association or other business entity of which securities or other ownership interests representing 100% of the equity or 100% of the ordinary voting power or 100% of the general partnership interests are, at the time any determination is being made, owned, controlled or held by the parent.

“written” or “in writing” means any form of written communication, including, without limitation, by means of telex, telecopier device, telegraph or cable.



CENTRE POINT FUNDING, LLC,  
as Issuer

BUDGET TRUCK RENTAL LLC  
as Administrator

DEUTSCHE BANK SECURITIES, INC.,  
as Administrative Agent

CERTAIN CP CONDUIT PURCHASERS,

CERTAIN FUNDING AGENTS,

CERTAIN APA BANKS

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee, Series 2006-1 Agent and Securities Intermediary

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SECOND AMENDED AND RESTATED SERIES 2006-1 SUPPLEMENT  
dated as of December 3, 2010

to

AMENDED AND RESTATED BASE INDENTURE  
dated as of March 9, 2010

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#### EXHIBITS

<u>Exhibit A:</u>	Form of Variable Funding Note
<u>Exhibit B:</u>	Form of Notice of Increase
<u>Exhibit C:</u>	Form of Lease Payment Deficit Notice
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<u>Exhibit E:</u>	Form of Transfer Supplement
<u>Exhibit F:</u>	Form of Purchaser Group Supplement
<u>Exhibit G:</u>	Form of Series 2006-1 Demand Note
<u>Exhibit H:</u>	Form of Series 2006-1 Letter of Credit

APPENDIX

Appendix I: Approved Contribution Appendix  
Appendix II: Eligible Truck Models

SECOND AMENDED AND RESTATED SERIES 2006-1 SUPPLEMENT, dated as of December 3, 2010 (this "Series Supplement"), among CENTRE POINT FUNDING, LLC (f/k/a BUDGET TRUCK FUNDING LLC), a special purpose limited liability company established under the laws of Delaware ("CPF"), BUDGET TRUCK RENTAL LLC, ("BTR"), a Delaware limited liability company, as administrator (the "Administrator"), DEUTSCHE BANK SECURITIES, INC. ("DBSI"), in its capacity as administrative agent for the CP Conduit Purchasers, the APA Banks and the Funding Agents (the "Administrative Agent"), the several commercial paper conduits listed on Schedule I and their respective permitted successors and assigns (the "CP Conduit Purchasers"; each, individually, a "CP Conduit Purchaser"), the several banks set forth opposite the name of each CP Conduit Purchaser on Schedule I and the other banks parties hereto pursuant to Section 12.1 (each an "APA Bank" with respect to such CP Conduit Purchaser), the agent bank set forth opposite the name of each CP Conduit Purchaser on Schedule I and its permitted successors and assigns (the "Funding Agent" with respect to such CP Conduit Purchaser) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (f/k/a The Bank of New York Mellon Trust Company, N.A.), a national banking association, as trustee (together with its successors in trust thereunder as provided in the Base Indenture, the "Trustee"), as agent for the benefit of the Series 2006-1 Noteholders (the "Series 2006-1 Agent") and in its capacity as "securities intermediary" (as defined in Section 8-102 of the New York UCC) and a "bank" (as defined in Section 9-102 of the New York UCC) (in such capacities, the "Securities Intermediary"), to the Amended and Restated Base Indenture, dated as of March 9, 2010 (the "Base Indenture"), between CPF and the Trustee.

#### PRELIMINARY STATEMENT

WHEREAS, Sections 2.2 and 12.1 of the Base Indenture provide, among other things, that CPF and the Trustee may at any time and from time to time enter into a supplement to the Base Indenture for the purpose of authorizing the issuance of one or more Series of Notes;

WHEREAS, CPF, the Administrator, the Administrative Agent, certain CP Conduit Purchasers, certain APA Banks and certain Funding Agents, the Trustee and the Series 2006-1 Agent entered into the Series 2006-1 Supplement, dated as of May 11, 2006 (as amended, the "Original Series 2006-1 Supplement"), pursuant to which the Series 2006-1 Notes were issued;

WHEREAS, on March 9, 2010, CPF, the Administrator, the Administrative Agent, certain CP Conduit Purchasers, certain APA Banks and certain Funding Agents, the Trustee and the Series 2006-1 Agent entered into the Amended and Restated Series 2006-1 Supplement (as amended, the "First A&R Series 2006-1 Supplement");

WHEREAS, pursuant to Section 12.1 of the Base Indenture, any Supplement may be amended with the consent of CPF, the Trustee and each affected Noteholder of a Series of Notes; and

WHEREAS, pursuant to Section 12.11 of the First A&R Series 2006-1 Supplement, the First A&R Series 2006-1 Supplement may be amended in accordance with the terms of the Base Indenture; and

WHEREAS, CPF desires to amend and restate the First A&R Series 2006-1 Supplement;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**DESIGNATION**

Section 1.1 Designation.

(a) There is hereby created a Series of Notes to be issued pursuant to the Base Indenture and this Series Supplement and such Series of Notes shall be designated generally as Variable Funding Rental Truck Asset Backed Notes, Series 2006-1.

(b) The proceeds from the initial sale of the Series 2006-1 Notes shall be deposited in the Collection Account, for further credit to the Group I Collection Account and shall be paid to CPF and used to pay a portion of the purchase price of the Group I CPF Trucks. The proceeds of any Increase (other than the Increase on the Second Restatement Effective Date in the amount of the Second Restatement Increase Amount) shall be deposited in the Collection Account, for further credit to the Group I Collection Account and shall be released to CPF as and to the extent set forth in Section 5.2(b). The proceeds of the Second Restatement Increase Amount shall be deposited in the Collection Account, for further credit to the Group I Collection Account and shall be paid to CPF on the Second Restatement Effective Date (and shall not be allocated to the Series 2006-1 Principal Subaccount) to finance Group I CPF Trucks but solely to the extent that following such payment to CPF no Borrowing Base Deficiency with respect to the Group I Series of Notes, Series 2006-1 Enhancement Deficiency or Series 2006-1 Principal Deficit Amount would result from such payment or exist immediately thereafter, as certified to the Trustee in writing by the Administrator.

(c) The Series 2006-1 Notes will have collateral that is segregated as Group I Collateral by the Administrator and the Trustee and solely for the benefit of the Series 2006-1 Noteholders and any other future Series of Notes that is designated in the Series Supplement for such future Series of Notes as sharing in such Group I Collateral (all as more fully described in the Base Indenture). The Series 2006-1 Notes are hereby designated as a "Group I Series of Notes". CPF may from time to time issue additional segregated Series of Notes (the Series 2006-1 Notes and any such additional Series, each, a "Group I Series of Notes" and, collectively, the "Group I Series of Notes") that the related Series Supplements shall indicate are entitled to share, together with the Series 2006-1 Notes and any other Group I Series of Notes, in the Group I Collateral, the Collateral and any other collateral designated as security for the Series 2006-1 Notes and such other Group I Series of Notes under the Base Indenture, this Series Supplement and the Series Supplement related to such other Group I Series of Notes. Accordingly, unless the context otherwise requires, all references in this Series Supplement to "all" Series of Notes (and all references in this Series Supplement to terms defined in the Base Indenture that contain references to "all" Series of Notes) shall refer to all Group I Series of Notes.

(d) If, notwithstanding the foregoing provisions of this Section 1.1, the Series 2006-1 Notes are determined by any court to be secured by collateral, other than the Group I Collateral, the Collateral and any other collateral designated as security for the Series 2006-1 Notes (and, as applicable, any other Group I Series of Notes) under the Base Indenture, this Series Supplement, any other supplement to the Base Indenture relating to the issuance of any other Group I Series of Notes, any other Series 2006-1 Related Document or any other Applicable Related Document for any other Group I Series of Notes (such collateral other than as specified, the “Non-Group I Collateral”), then the interest of the Series 2006-1 Noteholders in such Non-Group I Collateral shall be subordinate in all respects to the interests of the Noteholders of the Series of Notes to which such Non-Group I Collateral was pledged by the terms of the Base Indenture or any other Applicable Related Document for such Series of Notes. The following shall govern the interpretation and construction of the provisions of this Series Supplement: (i) this Section 1.1(d) is intended to constitute a subordination agreement under New York law and for purposes of Section 510(a) of the Bankruptcy Code, (ii) the subordination provided for in this Section 1.1(d) is intended to and shall be deemed to constitute a “complete subordination” under New York law, and, as such, shall be applicable whether or not CPF or any Series 2006-1 Noteholder is a debtor in a case (a “bankruptcy case”) under the Bankruptcy Code (or any amended or successor version thereof), (iii) (A) any reference to the Series 2006-1 Notes shall include all obligations of CPF now or hereafter existing under each of such Series 2006-1 Notes, whether for principal, interest, fees, expenses or otherwise, and (B) without limiting the generality of the foregoing, “interest” owing on the Series 2006-1 Notes shall expressly include any and all interest accruing after the commencement of any bankruptcy case or other insolvency proceeding where CPF is the debtor, notwithstanding any provision or rule of law (including, without limitation, 11 U.S.C. §§ 502, 506(b) (1994) (or any amended or successor version thereof)) that might restrict the rights of any holder of an interest in the Series 2006-1 Notes, as against CPF or any one else, to collect such interest, (iv) “payments” prohibited under the subordination provisions of this Section 1.1(d) shall include any distributions of any type, whether cash, other debt instruments, or any equity instruments, regardless of the source thereof, and (v) the holder of any interest in the Series 2006-1 Notes retains such holder’s right, under 11 U.S.C. § 1126 (1994) (or any amended or successor version thereof), to vote to accept or reject any plan of reorganization proposed for CPF in any subsequent bankruptcy of CPF; provided, that, regardless of any such vote or of the exercise of any other rights such holder (or its agents) may have under the Bankruptcy Code, and without limiting the generality of the other clauses of this Section 1.1(d), any distributions that such holder is to receive on account of such holder’s interest in the Series 2006-1 Notes under any such plan of reorganization, from CPF, from any collateral, from any guarantor, or from any other source shall be subordinated in right of payment as set forth herein and in the Base Indenture and shall instead be distributed in the order of priority set forth herein and in the Base Indenture.

## ARTICLE II

### DEFINITIONS AND CONSTRUCTION

(a) All capitalized terms not otherwise defined herein are defined in the Definitions List attached to the Base Indenture as Schedule I thereto. All capitalized terms defined in this Series Supplement that are also defined in such Definitions List shall, unless the



context otherwise requires, have the meanings set forth in this Series Supplement. All Article, Section or Subsection references herein shall refer to Articles, Sections or Subsections of this Series Supplement, except as otherwise provided herein. Unless otherwise stated herein, as the context otherwise requires or if such term is otherwise defined in the Base Indenture, each capitalized term used or defined herein shall relate only to the Series 2006-1 Notes and not to any other Series of Notes issued by CPF. In addition, with respect to the Series 2006-1 Notes, (i) references in the Base Indenture to (A) the “Applicable Administration Agreement” shall be deemed to refer to the Group I Administration Agreement, (B) the “Applicable Collateral Agreements” shall be deemed to refer to the Group I Collateral Agreements, (C) the “Applicable CPF Lease” shall be deemed to refer to the Group I CPF Lease, (D) the “Applicable CPF Trucks” shall be deemed to refer to the Group I CPF Trucks, (E) the “Applicable Related Documents” shall be deemed to refer to the Series 2006-1 Related Documents, (F) the “Applicable Nominee Agreement” shall be deemed to refer to the Group I Nominee Agreement, (G) the “Applicable Nominee Lienholder” shall be deemed to refer to the Group I Nominee Lienholder and (H) the “Group Collection Account” shall be deemed to refer to the Group I Collection Account, (ii) when the foregoing terms are embedded in a defined term within the Base Indenture, they shall be deemed to refer to the corresponding concept described in clauses (A) through (H), as applicable, except in each case as otherwise specified in this Series Supplement or as the context may otherwise require, and (iii) any references to Notes of a Series in the Base Indenture shall be deemed to refer only to Notes of any Group I Series of Notes.

(b) The following words and phrases shall have the following meanings with respect to the Series 2006-1 Notes and the definitions of such terms are applicable to the singular as well as the plural form of such terms and to the masculine as well as the feminine and neuter genders of such terms:

“ABCR” means Avis Budget Car Rental, LLC, a Delaware limited liability company, and its successors, acting in its capacity as Guarantor.

“Accrued Amounts” means, as on any Distribution Date, the sum of (i) accrued and unpaid interest on the Series 2006-1 Notes as of such Distribution Date, (ii) any Article VIII Costs payable on such Distribution Date and (iii) the product of (A) the Series 2006-1 Percentage as of the beginning of the Series 2006-1 Interest Period ending on such Distribution Date and (B) any Carrying Charges payable on such Distribution Date.

“Acquiring APA Bank” is defined in Section 12.1(c).

“Acquiring Purchaser Group” is defined in Section 12.1(e).

“Adjusted LIBO Rate” means, with respect to each day during each Eurodollar Period, pertaining to a portion of the Purchaser Group Invested Amount with respect to any Purchaser Group allocated to a Eurodollar Tranche, an interest rate per annum (rounded upwards, if necessary, to the nearest 1/16<sup>th</sup> of 1%) equal to the LIBO Rate for such Eurodollar Period multiplied by the Statutory Reserve Rate.

“Administrative Agent” is defined in the recitals hereto.

“Administrator” is defined in the recitals hereto.

“Affected Party” means any CP Conduit Purchaser and any Program Support Provider with respect to such CP Conduit Purchaser.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective from and including the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

“APA Bank” is defined in the recitals hereto.

“APA Bank Funded Amount” means, with respect to any Purchaser Group for any day, the excess, if any, of the Purchaser Group Invested Amount with respect to such Purchaser Group over the CP Conduit Funded Amount for such day.

“APA Bank Percentage” means, with respect to any APA Bank, the percentage set forth opposite the name of such APA Bank on Schedule I.

“Applicable Margin” is defined in the Fee Letter.

“Approved Contribution Appendix” means the list of trucks set forth in Appendix I hereto that are eligible to be contributed to CPF by BRAC and added to the Eligible Truck Appendix on or before January 31, 2011 upon delivery of a supplement to the Eligible Truck Appendix to the Administrative Agent.

“Article VIII Costs” means any amounts due pursuant to Article VIII.

“Asset Purchase Agreement” means, with respect to any CP Conduit Purchaser, the asset purchase agreement, liquidity agreement or other agreement among such CP Conduit Purchaser, the Funding Agent with respect to such CP Conduit Purchaser and the APA Bank with respect to such CP Conduit Purchaser, as amended, modified or supplemented from time to time.

“Atlantic” means Atlantic Asset Securitization LLC.

“Atlantic Purchaser Group” means the Purchaser Group with Atlantic as the CP Conduit Purchaser and Credit Agricole as the APA Bank and Funding Agent with respect thereto.

“Available APA Bank Funding Amount” means, with respect to any Purchaser Group for any Business Day, the sum of (i) the portion of such Purchaser Group’s Commitment Percentage of the Series 2006-1 Initial Invested Amount not to be funded by such Purchaser Group by issuing Commercial Paper if such Business Day is the Series 2006-1 Closing Date, (ii) the portion of the APA Bank Funded Amount with respect to such Purchaser Group not allocated to a Eurodollar Tranche on such Business Day, (iii) the portion of the APA Bank Funded Amount with respect to such Purchaser Group allocated to any Eurodollar Tranche the

Eurodollar Period in respect of which expires on such Business Day and (iv) the portion of such Purchaser Group's Purchaser Group Increase Amount for such Business Day not to be funded by such Purchaser Group by issuing Commercial Paper.

"Available CP Funding Amount" means, with respect to any Purchaser Group for any Business Day, the sum of (i) the portion of such Purchaser Group's Commitment Percentage of the Series 2006-1 Initial Invested Amount to be funded by such Purchaser Group by issuing Commercial Paper if such Business Day is the Series 2006-1 Closing Date, and (ii) the portion of such Purchaser Group's Purchaser Group Increase Amount for such Business Day to be funded by such Purchaser Group by issuing Commercial Paper.

"Benefited Purchaser Group" is defined in Section 12.3.

"Board" means the Board of Governors of the Federal Reserve System or any successor thereto.

"BTR" is defined in the recitals hereto.

"Business Day" means any day other than (a) a Saturday or a Sunday or (b) a day on which banking institutions in New York, New York or the city in which the corporate trust office of the Trustee is located are authorized or obligated by law or executive order to close.

"Certificate of Lease Deficit Demand" means a certificate in the form of Annex A to the Series 2006-1 Letters of Credit.

"Certificate of Termination Date Demand" means a certificate in the form of Annex D to the Series 2006-1 Letters of Credit.

"Certificate of Termination Demand" means a certificate in the form of Annex C to the Series 2006-1 Letters of Credit.

"Certificate of Unpaid Demand Note Demand" means a certificate in the form of Annex B to the Series 2006-1 Letters of Credit.

"Change in Law" means (a) any law, rule or regulation or any change therein or in the interpretation or application thereof (whether or not having the force of law), in each case, adopted, issued or occurring after the Series 2006-1 Closing Date or (b) any request, guideline or directive (whether or not having the force of law) from any government or political subdivision or agency, authority, bureau, central bank, commission, department or instrumentality thereof, or any court, tribunal, grand jury or arbitrator, or any accounting board or authority (whether or not part of government) which is responsible for the establishment or interpretation of national or international accounting principles, in each case, whether foreign or domestic (each an "Official Body") charged with the administration, interpretation or application thereof, or the compliance with any request or directive of any Official Body (whether or not having the force of law) made, issued or occurring after the Series 2006-1 Closing Date.

"Claim" is defined in Section 3.7.

“Commercial Paper” means, with respect to any CP Conduit Purchaser, the promissory notes issued by, or for the benefit of, such CP Conduit Purchaser in the commercial paper market.

“Commitment” means, with respect to the APA Banks included in any Purchaser Group, the obligation of such APA Banks to purchase a Series 2006-1 Note on the Series 2006-1 Closing Date or, in the case of the Atlantic Purchaser Group, March 22, 2010 and, thereafter, subject to certain conditions, increase the Purchaser Group Invested Amount with respect to such Purchaser Group, in each case, in an amount up to the Maximum Purchaser Group Invested Amount with respect to such Purchaser Group.

“Commitment Fee” is defined in Section 3.6(e).

“Commitment Fee Rate” means, as of the Second Restatement Effective Date, 0%.

“Commitment Percentage” means, on any date of determination, with respect to any Purchaser Group, the ratio, expressed as a percentage, which such Purchaser Group’s Maximum Purchaser Group Invested Amount bears to the Series 2006-1 Maximum Invested Amount on such date.

“Company Indemnified Person” is defined in Section 3.7.

“Conduit Assignee” means, with respect to any CP Conduit Purchaser, any commercial paper conduit administered by the Funding Agent with respect to such CP Conduit Purchaser and designated by such Funding Agent to accept an assignment from such CP Conduit Purchaser of the Purchaser Group Invested Amount or a portion thereof with respect to such CP Conduit Purchaser pursuant to Section 12.1(b).

“Consolidated Interest Coverage Ratio” has the meaning set forth in the Credit Agreement, but without giving effect to any amendment to the Credit Agreement after the Second Restatement Effective Date unless such amendment has been approved in writing by the Series 2006-1 Required Noteholders.

“Consolidated Leverage Ratio” has the meaning set forth in the Credit Agreement, but without giving effect to any amendment to the Credit Agreement after the Second Restatement Effective Date unless such amendment has been approved in writing by the Series 2006-1 Required Noteholders.

“CP Conduit Funded Amount” means, with respect to any Purchaser Group for any day, the portion of the Purchaser Group Invested Amount with respect to such Purchaser Group funded by such Purchaser Group through the issuance of Commercial Paper outstanding on such day.

“CP Conduit Purchaser” is defined in the recitals hereto.

“Credit Agricole” means Credit Agricole Corporate and Investment Bank.

“Credit Agreement” means the Credit Agreement, dated as of April 19, 2006, among Avis Budget Holdings, LLC, as Borrower, ABCR, as Borrower, the subsidiary borrowers referred to therein, the several lenders referred to therein, JPMorgan Chase, as Administrative Agent, Deutsche Bank Securities Inc., as Syndication Agent, each of Bank of America, N.A., Credit Agricole Corporate & Investment Bank (formerly known as Calyon New York Branch) and Citicorp USA, Inc., as Documentation Agents, and Wachovia Bank, National Association, as Co-Documentation Agent, as amended, restated, modified, supplemented or waived from time to time in accordance with its terms.

“DBSI” is defined in the recitals hereto.

“Decrease” is defined in Section 3.5.

“Demand Note Preference Payment Amount” means, as of any day, (i) the aggregate amount of all proceeds of demands made on the Series 2006-1 Demand Notes pursuant to Section 5.5(c)(iii) or 5.5(d)(ii) that were deposited into the Series 2006-1 Distribution Account and paid to the Series 2006-1 Noteholders during the one-year period ending on such day; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to BRAC shall have occurred during such one-year period, the Demand Note Preference Payment Amount as of such day shall equal the Demand Note Preference Payment Amount as if it were calculated as of the date of such occurrence minus (ii) the aggregate amount withdrawn from the Series 2006-1 Reserve Account or the Series 2006-1 Cash Collateral Account and paid to a Funding Agent pursuant to Section 5.7(e) on account of a Preference Amount.

“Demand Notice” is defined in Section 5.5(c)(iii).

“Disbursement” means any Lease Deficit Disbursement, any Unpaid Demand Note Disbursement, any Termination Date Disbursement or any Termination Disbursement under a Series 2006-1 Letter of Credit, or any combination thereof, as the context may require.

“Discount” means with respect to any CP Conduit Purchaser, the amount of interest or discount to accrue on or in respect of the Commercial Paper issued by such CP Conduit Purchaser allocated, in whole or in part, by the Funding Agent with respect to such CP Conduit Purchaser, to fund the purchase or maintenance of the CP Conduit Funded Amount with respect to such CP Conduit Purchaser (including, without limitation, any interest attributable to the commissions of placement agents and dealers in respect of such Commercial Paper and any costs associated with funding small or odd-lot amounts, to the extent that such commissions or costs are allocated, in whole or in part, to such Commercial Paper by such Funding Agent).

“Effective Date” is defined in Section 7.1.

“Eligibility Requirements” mean, with respect to any truck: (i) such truck was manufactured by an Eligible Truck Manufacturer and is an Eligible Truck Model, (ii) such truck was purchased by CPF directly from an Eligible Truck Manufacturer or an Approved Seller or was contributed to CPF as a capital contribution, and (iii) with respect to any truck purchased from an Eligible Truck Manufacturer or Approved Seller, the Administrator has performed the

pre-delivery inspection, and for which appropriate liening, titling and filing claims for damage in transit and other delivery claims have been completed.

“Eligible Assignee” means a financial institution having short-term debt ratings of at least A-1 from Standard & Poor’s and P-1 from Moody’s.

“Eligible Truck” means a truck that (a) on the applicable date of determination (i) is owned by CPF, free and clear of all Liens other than Permitted Liens, (ii) is titled in the name of CPF, (iii) with respect to which the Group I Nominee Lienholder or the Trustee is noted as the first lienholder on the Certificate of Title therefor and the Administrator or its agent, as custodian and agent for the Trucks for the benefit of the Group I Secured Parties, or the Trustee, is in possession of such Certificate of Title, (iv) is listed on the Eligible Truck Appendix, (v) is leased under the Group I CPF Lease for use by BTR in its daily rental fleet operations in the United States, and (vi) is not an Ineligible Truck; provided, however, that, with respect to any date of determination on or before the fifty-sixth (56) day following the Vehicle Lease Commencement Date of any Group I Truck, the requirements of the foregoing clauses (ii) and (iii) shall be deemed to be satisfied with respect to such truck if (x) the Titling Procedures and the Titling Certification Requirements for such truck have been satisfied on or prior to such date and (y) the sum of the Net Book Values of any Group I Trucks leased under the Group I Lease that are deemed to satisfy the requirements of the foregoing clauses (ii) and (iii) by reason of this proviso on such date does not exceed 10% of the aggregate Net Book Value of the Group I CPF Trucks as of such date; and (b) satisfied the Eligibility Requirements at the time it was acquired by CPF and leased under the Group I CPF Lease.

“Eligible Truck Appendix” means Attachment A attached to the Group I CPF Lease; provided, that the Eligible Truck Appendix may be amended or supplemented by CPF in accordance with Section 12.1 of the Base Indenture and Section 12.11 of this Series Supplement, subject to (i) (a) prior written consent of Deutsche Bank Securities, Inc. and (b) the calculation of the Termination Value Curve Schedule for each newly-added Truck, as determined by Deutsche Bank Securities, Inc. (which Termination Value Curve Schedule shall be subject to the consent of CPF) and (ii) satisfaction of the Rating Agency Condition from Moody’s with respect to the Series 2006-1 Notes and such amendment to the Eligible Truck Appendix and Termination Value Curve Schedule for each newly-added Truck; provided, however, that, notwithstanding the foregoing, the Eligible Truck Appendix may be supplemented by CPF pursuant to Section 2.1 of the Group I CPF Lease (and without any consents or other action by any Person other than CPF), on any date prior to January 31, 2011, to add any truck listed on the Approved Contribution Appendix, upon delivery of such supplement to the Eligible Truck Appendix by CPF to the Administrative Agent.

“Eligible Truck Manufacturers” means General Motors Corporation, Ford Motor Company, International Truck and Engine Corporation, Isuzu Motors Ltd. and any other manufacturer approved in writing by the Requisite Group Investors of the Group I Series of Notes and subject to satisfaction of the Rating Agency Condition from Moody’s with respect to the Series 2006-1 Notes and such manufacturer.

“Eligible Truck Model” means each of the truck models set forth on Appendix II of this Series Supplement.

“Eurodollar Period” means, with respect to any Eurodollar Tranche and any Purchaser Group:

(a) initially, the period commencing on the Series 2006-1 Closing Date, Increase Date or a conversion date, as the case may be, with respect to such Eurodollar Tranche and ending one month thereafter (or such other period which is acceptable to the Funding Agent with respect to such Purchaser Group and which in no event will be less than 7 days); and

(b) thereafter, each period commencing on the last day of the immediately preceding Eurodollar Period applicable to such Eurodollar Tranche and ending one month thereafter (or such other period which is acceptable to the Funding Agent with respect to such Purchaser Group and which in no event will be less than 7 days);

provided that all Eurodollar Periods must end on the next Distribution Date and all of the foregoing provisions relating to Eurodollar Periods are subject to the following:

(i) if any Eurodollar Period would otherwise end on a day that is not a Business Day, such Eurodollar Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Eurodollar Period into another calendar month, in which event such Eurodollar Period shall end on the immediately preceding Business Day; and

(ii) any Eurodollar Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Eurodollar Period) shall end on the last Business Day of the calendar month at the end of such Eurodollar Period.

“Eurodollar Tranche” means, with respect to any Purchaser Group, a portion of the APA Bank Funded Amount with respect to such Purchaser Group allocated to a particular Eurodollar Period and an Adjusted LIBO Rate determined by reference thereto.

“Excluded Taxes” means, with respect to the Administrative Agent, any CP Conduit Purchaser, any APA Bank, any Funding Agent, any Program Support Provider or any other recipient of any payment to be made by or on account of any obligation of CPF hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America or by any other Governmental Authority, in each case, as a result of a present or former connection between the United States of America or the jurisdiction of such Governmental Authority imposing such tax, as the case may be, and the Administrative Agent, such CP Conduit Purchaser, such APA Bank, such Funding Agent, such Program Support Provider or any other such recipient (except a connection arising solely from the Administrative Agent’s, such CP Conduit Purchaser’s, such APA Bank’s, such Program Support Provider’s or such recipient’s having executed, delivered or performed its obligations hereunder, receiving a payment hereunder or enforcing the Series 2006-1 Notes) and (b) any branch profits tax imposed by the United States of America or any similar tax imposed by any other jurisdiction in which CPF is located (except any such branch profits or similar tax imposed as a result of a connection with the United States of America or other jurisdiction as a result of a connection arising solely from

the Administrative Agent's, such CP Conduit Purchaser's, such APA Bank's, such Program Support Provider's or such recipient's having executed, delivered or performed its obligations hereunder, receiving a payment hereunder or enforcing the Series 2006-1 Notes).

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day of such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means the letter dated as of December 3, 2010, from CPF addressed to Riverside Funding LLC, DBSI, Deutsche Bank AG, New York, Atlantic and Credit Agricole, as the same may be amended, restated or otherwise modified from time to time.

"First Restatement Effective Date" means March 9, 2010.

"Floating Tranche" means, with respect to any Purchaser Group, the portion of the APA Bank Funded Amount with respect to such Purchaser Group not allocated to a Eurodollar Tranche.

"Funding Agent" is defined in the recitals hereto.

"Group I Administration Agreement" means, with respect to the Series 2006-1 Notes, the Amended and Restated Administration Agreement (Group I), dated as of March 9, 2010, by and among the Administrator, CPF and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms.

"Group I Back-up Administrator" means Lord Securities Corporation.

"Group I Back-up Administration Agreement" means, with respect to the Series 2006-1 Notes, the Back-up Administration Agreement (Group I), dated as of March 9, 2010, by and among the Administrator, CPF, the Group I Back-up Administrator and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms.

"Group I Collateral" is defined in Section 4.1(a).

"Group I Collateral Agreements" means, with respect to the Series 2006-1 Notes, the Group I CPF Lease, the Group I Nominee Agreement and the Group I Administration Agreement.

"Group I Collection Account" is defined in Section 5.1(b).

"Group I Collection Account Control Agreement" means the agreement among CPF, The Bank of New York Mellon Trust Company, N.A., as securities intermediary, and the



Trustee, dated as of March 9, 2010, relating to the Group I Collection Account, as amended, modified or supplemented from time to time in accordance with its terms.

“Group I CPF Agreements” is defined in Section 4.1(a)(i).

“Group I CPF Lease” means, with respect to the Series 2006-1 Notes, the Amended and Restated Master Motor Vehicle Operating Lease Agreement (Group I), dated as of March 9, 2010, among CPF, as lessor, BTR, as lessee, ABCR, as guarantor, and BTR, as Administrator, as amended, modified or supplemented from time to time in accordance with its terms.

“Group I CPF Trucks” means, with respect to the Series 2006-1 Notes, any Truck owned by CPF and listed on Attachment A to the Group I CPF Lease, as amended or supplemented from time to time.

“Group I Disposition Agent” means Fiserv Automotive Solutions, Inc.

“Group I Disposition Agent Agreement” means, with respect to the Series 2006-1 Notes, the Disposition Agent Agreement (Group I) dated as of March 9, 2010, by and among the Administrator, CPF, the Group I Back-up Administrator, the Group I Disposition Agent and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms.

“Group I Eligible Trucks” means any Group I CPF Trucks that are Eligible Trucks.

“Group I Nominee Agreement” means, with respect to the Series 2006-1 Notes, a Group I Nominee Lienholder agreement approved in writing by the Requisite Group Investors of the Group I Series of Notes, among CPF, the Group I Nominee Lienholder and the Trustee (and which may include additional parties thereto), as amended, modified or supplemented from time to time in accordance with its terms.

“Group I Nominee Lienholder” means, with respect to the Series 2006-1 Notes, a Person approved in writing by the Requisite Group Investors of the Group I Series of Notes, in its capacity as nominee lienholder under the Group I Nominee Agreement, and any successor Group I Nominee Lienholder thereunder.

“Group I Secured Parties” is defined in Section 4.1(a).

“Group I Series of Notes” is defined in Section 1.1(c).

“Increase” is defined in Section 3.3(a).

“Increase Amount” is defined in Section 3.3(a).

“Increase Date” is defined in Section 3.3(a).

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Ineligible Truck” means a Truck owned by CPF that, on the applicable date of determination, (i) is over the Maximum Mileage Limit, (ii) has suffered a Casualty, (iii) with respect to Gasoline Trucks, is older than 72 months from the date of original invoicing and with respect to Diesel Trucks, is older than 96 months from the date of original invoicing, or (iv) is currently subject to a recall by the manufacturer.

“Interest Rate Hedge Counterparty” means CPF’s counterparty under a Series 2006-1 Interest Rate Hedge.

“Lease Deficit Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Lease Deficit Demand.

“LIBO Rate” means, with respect to each day during each Eurodollar Period pertaining to a Eurodollar Tranche, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time in accordance with its customary practices for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m. (London time) on the second London Banking Day prior to the commencement of such Eurodollar Period, as the rate for dollar deposits with a maturity comparable to the Eurodollar Period applicable to such Eurodollar Tranche.

“LOC Pro Rata Share” means, with respect to any Series 2006-1 Letter of Credit Provider as of any date, the fraction (expressed as a percentage) obtained by dividing (A) the available amount under such Series 2006-1 Letter of Credit Provider’s Series 2006-1 Letter of Credit as of such date by (B) an amount equal to the aggregate available amount under all Series 2006-1 Letters of Credit as of such date; provided that only for purposes of calculating the LOC Pro Rata Share with respect to any Series 2006-1 Letter of Credit Provider as of any date, if such Series 2006-1 Letter of Credit Provider has not complied with its obligation to pay the Trustee the amount of any draw under its Series 2006-1 Letter of Credit made prior to such date, the available amount under such Series 2006-1 Letter of Credit Provider’s Series 2006-1 Letter of Credit as of such date shall be treated as reduced (for calculation purposes only) by the amount of such unpaid demand and shall not be reinstated for purposes of such calculation unless and until the date as of which such Series 2006-1 Letter of Credit Provider has paid such amount to the Trustee and been reimbursed by the Lessee or ABCR, as the case may be, for such amount (provided that the foregoing calculation shall not in any manner reduce the undersigned’s actual liability in respect of any failure to pay any demand under its Series 2006-1 Letter of Credit).

“London Banking Day” means any business day on which dealings in deposits in United States dollars are transacted in the London interbank market.

“Maximum Mileage Limit” means 150,000 miles.

“Maximum Purchaser Group Invested Amount” means, with respect to any Purchaser Group, the excess of (a) the amount set forth opposite the name of the CP Conduit Purchaser included in such Purchaser Group on Schedule I, over (b) such Purchaser Group’s Pro Rata Share of any amounts withdrawn from the Series 2006-1 Principal Subaccount after the

“Measurement Month” on any date, means collectively, each of the three periods most closely preceding such date, each of which periods shall consist of one calendar month, or the smallest number of consecutive calendar months, in which (a) at least 100 of the Group I CPF Trucks were sold or (b) at least one twelfth of the aggregate Termination Value of the Group I CPF Trucks as of the last day of each such period were sold; provided that, no calendar month included in a Measurement Month shall be included in any other Measurement Month.

“Measurement Month Average” means, with respect to any Measurement Month, the percentage equivalent of a fraction, the numerator of which is the aggregate amount of Disposition Proceeds of all Group I CPF Trucks sold during such Measurement Month, and the denominator of which is the aggregate Termination Value of such Group I CPF Trucks on the dates of their respective sales. For the avoidance of doubt, (i) any Measurement Month Average calculation made after the Second Restatement Effective Date shall be calculated based on the Termination Value Curve Schedule attached to the Group I CPF Lease after giving effect to the amendments (including the inclusion of a new Termination Value Curve Schedule) to the Group I CPF Lease on the Second Restatement Effective Date and (ii) any relevant Measurement Month Average preceding the Second Restatement Effective Date shall be recalculated using such new Termination Value Curve Schedule attached to the Group I Lease after giving effect to the amendments (including the inclusion of a new Termination Value Curve Schedule) to the Group I CPF Lease on the Second Restatement Effective Date.

“Monthly Funding Costs” means, with respect to each Series 2006-1 Interest Period and any Purchaser Group, the sum of:

(a) for each day during such Series 2006-1 Interest Period, with respect to a CP Conduit Purchaser, the aggregate amount of Discount accruing on or otherwise in respect of the Commercial Paper issued by, or for the benefit of, such CP Conduit Purchaser allocated, in whole or in part, by the Funding Agent with respect to such CP Conduit Purchaser, to fund the purchase or maintenance of the Funded Amount with respect to such CP Conduit Purchaser; plus

(b) for each day during such Series 2006-1 Interest Period, the sum of: (i) the product of (A) the portion of the APA Bank Funded Amount with respect to such Purchaser Group allocated to the Floating Tranche with respect to such Purchaser Group on such day times (B) the Alternate Base Rate plus the Applicable Margin, divided by (C) 365 (or 366, as the case may be) plus

(ii) the product of (A) the portion of the APA Bank Funded Amount with respect to such Purchaser Group allocated to Eurodollar Tranches with respect to such Purchaser Group on such day times (B) the weighted average Adjusted LIBO Rate with respect to such Eurodollar Tranches plus the Applicable Margin on such day in effect with respect thereto divided by (C) 360; plus

(c) for each day during such Series 2006-1 Interest Period, the product of (A) the CP Conduit Funded Amount with respect to such Purchaser Group on such day times (B) the Program Fee Rate per annum divided by (C) 360.

“Monthly Principal Payment Amount” is defined in Section 5.5(a).

“Moody’s” means Moody’s Investors Service.

“Non-Group I Collateral” is defined in Section 1.1(d).

“Other Taxes” means any and all current or future stamp or documentary taxes or other excise or property taxes, charges or similar levies arising from any payment made under this Supplement, the Base Indenture, or any Series 2006-1 Related Documents or from the execution, delivery or enforcement of, or otherwise with respect to, this Series Supplement, the Base Indenture or any Series 2006-1 Related Document.

“Outstanding” means, with respect to the Series 2006-1 Notes, the Series 2006-1 Invested Amount shall not have been reduced to zero and all accrued interest and other amounts owing on the Series 2006-1 Notes and to the Administrative Agent, the Funding Agents, the CP Conduit Purchasers and the APA Banks hereunder shall not have been paid in full.

“Participants” is defined in Section 12.1(d).

“Past Due Rent Payment” is defined in Section 5.2(c).

“Permitted Principal Draw Amount” means, as of any date of determination, the excess of (i) the Series 2006-1 Letter of Credit Liquidity Amount as of such date over (ii) the Series 2006-1 Required Letter of Credit Liquidity Amount as of such date; provided that, on and after the Series 2006-1 Legal Final Maturity Date, the “Permitted Principal Draw Amount” shall equal the Series 2006-1 Letter of Credit Amount.

“Post-Termination Date Cumulative Undrawn Amount” means, as of any date of determination, the excess of (a) the amount that BRAC failed to pay under the Series 2006-1 Demand Notes upon a draw by the Trustee pursuant to Section 5.5(d)(ii) (or, the amount that the Trustee failed to demand for payment thereunder) in respect of the Series 2006-1 Termination Date over (b) the aggregate amount drawn under the Series 2006-1 Letter of Credit pursuant to either Section 5.5(d)(iii) or Section 5.5(e) prior to such date of determination.

“Preference Amount” means any amount previously distributed to a member or members of a Purchaser Group on or relating to a Series 2006-1 Note that is recoverable or that has been recovered as a voidable preference by the trustee in a bankruptcy proceeding of BRAC pursuant to the United States Bankruptcy Code (11 U.S.C.), as amended from time to time, in accordance with a final nonappealable order of a court having competent jurisdiction.

“Pre-Preference Period Demand Note Payments” means, as of any date of determination, the aggregate amount of all proceeds of demands made on the Series 2006-1 Demand Notes included in the Series 2006-1 Demand Note Payment Amount as of the Series 2006-1 Letter of Credit Termination Date that were paid by BRAC more than one year before

such date of determination; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to BRAC occurs during such one-year period, (x) the Pre-Preference Period Demand Note Payments as of any date during the period from and including the date of the occurrence of such Event of Bankruptcy to and including the conclusion or dismissal of the proceedings giving rise to such Event of Bankruptcy without continuing jurisdiction by the court in such proceedings shall equal the Pre-Preference Period Demand Note Payments as of the date of such occurrence and (y) the Pre-Preference Period Demand Note Payments as of any date after the conclusion or dismissal of such proceedings shall equal the Series 2006-1 Demand Note Payment Amount as of the date of the conclusion or dismissal of such proceedings.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by Deutsche Bank, AG, New York Branch as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Pro Rata Share” means, with respect to any Purchaser Group, on any date, the ratio, expressed as a percentage, which the Purchaser Group Invested Amount with respect to such Purchaser Group bears to the Series 2006-1 Invested Amount on such date; provided that, for purposes of Section 5.5(e) and amounts payable to Series 2006-1 Termination Purchasers, “Pro Rata Share” means the ratio, expressed as a percentage, which the principal amount of the Series 2006-1 Notes held by each Series 2006-1 Terminating Purchaser bears to the principal amount of the Series 2006-1 Notes held by all Series 2006-1 Terminating Purchasers.

“Program Fee Rate” is defined in the Fee Letter.

“Program Support Provider” means, with respect to any CP Conduit Purchaser, the APA Bank with respect to such CP Conduit Purchaser and any other or additional Person now or hereafter extending credit, or having a commitment to extend credit to or for the account of, or to make purchases from, such CP Conduit Purchaser or issuing a letter of credit, surety bond or other instrument to support any obligations arising under or in connection with such CP Conduit Purchaser’s securitization program.

“Purchaser Group” means, collectively, a CP Conduit Purchaser and the APA Banks with respect to such CP Conduit Purchaser.

“Purchaser Group Increase Amount” means, with respect to any Purchaser Group, for any Business Day during the Series 2006-1 Revolving Period, such Purchaser Group’s Commitment Percentage of the Increase Amount, if any, on such Business Day.

“Purchaser Group Invested Amount” means, with respect to any Purchaser Group, (a) when used with respect to the Series 2006-1 Closing Date, such Purchaser Group’s Commitment Percentage of the Series 2006-1 Initial Invested Amount, (b) when used with respect to the Second Restatement Effective Date, an amount equal to (i) the Purchaser Group Invested Amount with respect to such Purchaser Group on the immediately preceding Business Day plus (ii) such Purchaser Group’s Commitment Percentage of the Second Restatement Date

Increase Amount and (c) when used with respect to any date after the Second Restatement Effective Date, an amount equal to (i) the Purchaser Group Invested Amount with respect to such Purchaser Group on the immediately preceding Business Day minus (ii) the amount of principal payments made to such Purchaser Group pursuant to Section 5.5(b) or (e) on such date plus (iii) the amount of principal payments recovered from such Purchaser Group by a trustee as a preference payment in a bankruptcy proceeding of ABCR or otherwise.

“Purchaser Group Supplement” is defined in Section 12.1(e).

“Qualified Interest Rate Hedge Counterparty” means a bank or other financial institution, which has a short-term senior and unsecured debt rating of at least “A-1” and a long-term senior and unsecured rating of at least “A”, in each case, from S&P and a short-term senior and unsecured debt rating of “P-1” and a long-term senior and unsecured rating of at least “A2”, in each case, from Moody’s.

“Rating Affirmation” is defined in Section 12.20.

“Record Date” means, with respect to each Distribution Date, the immediately preceding Business Day.

“Related Purchaser Group” means, with respect to any Funding Agent, the CP Conduit Purchaser identified next to such Funding Agent on Schedule I and each APA Bank identified on Schedule I next to such CP Conduit Purchaser.

“Riverside Purchaser Group” means the Purchaser Group with Riverside Funding LLC as the CP Conduit Purchaser and DBSI as the APA Bank and Funding Agent with respect thereto.

“Second Restatement Effective Date” means December 3, 2010.

“Second Restatement Date Increase Amount” means \$34,075,632.41.

“Series Supplement” is defined in the recitals hereto.

“Series 2006-1 Accounts” means the Group I Collection Account, Series 2006-1 Collection Account, Series 2006-1 Principal Subaccount, Series 2006-1 Accrued Interest Account, Series 2006-1 Reserve Account, Series 2006-1 Cash Collateral Account and Series 2006-1 Distribution Account.

“Series 2006-1 Accrued Interest Account” is defined in Section 5.1(b).

“Series 2006-1 Adjusted Invested Amount” means, as of any date of determination on or before a Distribution Date, means the quotient of (i) the result of (x) the Series 2006-1 Invested Amount as of such date minus (y) the Series 2006-1 Letter of Credit Liquidity Amount as of such date minus (z) the sum of (A) Monthly Principal Payment Amount with respect to such Distribution Date and (B) any amounts to be withdrawn from the Series 2006-1 Reserve Account and deposited into the Series 2006-1 Distribution Account for payment of the Series 2006-1 Invested Amount on such Distribution Date divided by (ii) the result of (x)

one-hundred percent (100%) minus (y) the Series 2006-1 Required Letter of Credit Liquidity Percentage as of such date.

“Series 2006-1 Adjusted Required Enhancement Percentage” means, as of any date of determination, the greater of (a) the Series 2006-1 Required Enhancement Percentage as of such date and (b) the sum of (i) Series 2006-1 Required Enhancement Percentage as of such date plus (ii) an amount (not less than zero) equal to 100% minus the Series 2006-1 Enhancement Adjustment Percentage with respect to date.

“Series 2006-1 Agent” is defined in the recitals hereto.

“Series 2006-1 Available Cash Collateral Account Amount” means, as of any date of determination, the amount on deposit in the Series 2006-1 Cash Collateral Account (after giving effect to any deposits thereto and withdrawals and releases therefrom on such date).

“Series 2006-1 Available Reserve Account Amount” means, as of any date of determination, the amount on deposit in the Series 2006-1 Reserve Account (after giving effect to any deposits thereto and withdrawals and releases therefrom on such date).

“Series 2006-1 Back-up Administration Fees” means, for any Distribution Date during the Series 2006-1 Rapid Amortization Period on which there exists a Series 2006-1 Lease Interest Payment Deficit, an amount equal to the product of (x) the fees due and payable to the Group I Back-up Administrator pursuant to the terms of the Group I Back-up Administration Agreement and (y) the Series 2006-1 Invested Percentage (as used with respect to Principal Collections).

“Series 2006-1 Borrowing Base” means, as of any date of determination, the sum of (a) the product of (i) the Borrowing Base with respect to the Group I Series of Notes and (ii) the Series 2006-1 Borrowing Base Percentage as of such date and (b) the amount on deposit in the Series 2006-1 Principal Subaccount as of such date.

“Series 2006-1 Borrowing Base Percentage” means, as of any date of determination, the percentage equivalent of a fraction, the numerator of which is the sum of the Series 2006-1 Invested Amount and the Series 2006-1 Overcollateralization Amount as of the end of the immediately preceding Business Day and the denominator of which is the sum of the numerators used to determine invested percentages for allocations with respect to Principal Collections (for all Group I Series of Notes and all classes of such Group I Series of Notes).

“Series 2006-1 Cash Collateral Account” is defined in Section 5.8(e).

“Series 2006-1 Cash Collateral Account Collateral” is defined in Section 5.8(a).

“Series 2006-1 Cash Collateral Account Surplus” means, with respect to any Distribution Date, the lesser of (a) the Series 2006-1 Available Cash Collateral Account Amount and (b) the least of (A) the excess, if any, of the Series 2006-1 Letter of Credit Liquidity Amount (after giving effect to any withdrawal from the Series 2006-1 Reserve Account on such Distribution Date) over the Series 2006-1 Required Letter of Credit Liquidity Amount on such Distribution Date, (B) the excess, if any, of the Series 2006-1 Enhancement Amount over the

Series 2006-1 Required Enhancement Amount (after giving effect to any withdrawal from the Series 2006-1 Reserve Account on such Distribution Date) on such Distribution Date and (C) the excess, if any, of the Series 2006-1 Liquid Enhancement Amount over the Series 2006-1 Required Liquid Enhancement Amount (after giving effect to any withdrawal from the Series 2006-1 Reserve Account on such Distribution Date) on such Distribution Date; provided, however, that, on any date after the Series 2006-1 Letter of Credit Termination Date, the Series 2006-1 Cash Collateral Account Surplus shall mean the excess, if any, of (x) the Series 2006-1 Available Cash Collateral Account Amount over (y) the Series 2006-1 Demand Note Payment Amount minus the Pre-Preference Period Demand Note Payments as of such date.

“Series 2006-1 Cash Collateral Percentage” means, as of any date of determination, the percentage equivalent of a fraction, the numerator of which is the Series 2006-1 Available Cash Collateral Amount as of such date and the denominator of which is the Series 2006-1 Letter of Credit Liquidity Amount as of such date.

“Series 2006-1 Closing Date” is defined in Section 3.1(a).

“Series 2006-1 Collateral” means the Collateral, the Group I Collateral, each Series 2006-1 Letter of Credit, each Series 2006-1 Demand Note, the Series 2006-1 Interest Rate Hedge Collateral, the Series 2006-1 Cash Collateral Account Collateral, the Series 2006-1 Reserve Account Collateral and the Series 2006-1 Other Account Collateral.

“Series 2006-1 Collection Account” is defined in Section 5.1(b).

“Series 2006-1 Commitment Termination Date” means September 1, 2008.

“Series 2006-1 Demand Note” means each demand note made by ABCR or BRAC, substantially in the form of Exhibit G to this Series Supplement, as amended, modified or restated from time to time.

“Series 2006-1 Demand Note Payment Amount” means, as of the Series 2006-1 Letter of Credit Termination Date, the aggregate amount of all proceeds of demands made on the Series 2006-1 Demand Notes pursuant to Section 5.5(c)(iii) or 5.5(d)(ii) that were deposited into the Series 2006-1 Distribution Account and paid to the Series 2006-1 Noteholders during the one-year period ending on the Series 2006-1 Letter of Credit Termination Date; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to BRAC shall have occurred during such one-year period, the Series 2006-1 Demand Note Payment Amount as of the Series 2006-1 Letter of Credit Termination Date shall equal the Series 2006-1 Demand Note Payment Amount as if it were calculated as of the date of such occurrence.

“Series 2006-1 Deposit Date” is defined in Section 5.2.

“Series 2006-1 Disposition Agent Fees” means, for any Distribution Date during the Series 2006-1 Rapid Amortization Period on which there exists a Series 2006-1 Lease Interest Payment Deficit, an amount equal to the product of (x) the fees due and payable to the



Group I Disposition Agent pursuant to the terms of the Group I Disposition Agent Agreement and (y) the Series 2006-1 Invested Percentage (as used with respect to Principal Collections).

“Series 2006-1 Distribution Account” is defined in Section 5.9(a).

“Series 2006-1 Eligible Letter of Credit Provider” means a person satisfactory to ABCR and the Administrative Agent and having, at the time of the issuance of the related Series 2006-1 Letter of Credit, a long-term senior unsecured debt rating of at least “A” from S&P and a short-term senior unsecured debt rating of at least “A-1” from S&P and a long-term senior unsecured debt rating of at least “A2” from Moody’s and a short-term senior unsecured debt rating of “P-1” from Moody’s that is a commercial bank having total assets in excess of \$500,000,000.

“Series 2006-1 Enhancement” means the Series 2006-1 Cash Collateral Account Collateral, the Series 2006-1 Letters of Credit, the Series 2006-1 Demand Notes and the Series 2006-1 Overcollateralization Amount and the Series 2006-1 Reserve Account Amount.

“Series 2006-1 Enhancement Adjustment Percentage” means, with respect to any date of determination, the lowest of (x) the lowest of the three Measurement Month Averages immediately preceding such date, (y) the Series 2006-1 Six Month Enhancement Adjustment Percentage with respect to such date and (z) the Series 2006-1 Twelve Month Enhancement Adjustment Percentage with respect to such date.

“Series 2006-1 Enhancement Amount” means, as of any date of determination, the sum of (i) the Series 2006-1 Overcollateralization Amount as of such date, (ii) the Series 2006-1 Letter of Credit Amount as of such date and (iii) the Series 2006-1 Available Reserve Account Amount as of such date.

“Series 2006-1 Enhancement Deficiency” means, as of any date of determination, the amount, if any, by which the Series 2006-1 Enhancement Amount as of such date is less than the Series 2006-1 Required Enhancement Amount as of such date.

“Series 2006-1 Initial Invested Amount” is defined in Section 3.3(a).

“Series 2006-1 Interest Period” means a period commencing on and including a Distribution Date and ending on and including the day preceding the next succeeding Distribution Date; provided, however, that the initial Series 2006-1 Interest Period shall commence on and include the Series 2006-1 Closing Date and end on and include May 21, 2006.

“Series 2006-1 Interest Rate Hedge” has the meaning specified in Section 5.12(a).

“Series 2006-1 Interest Rate Hedge Collateral” has the meaning specified in Section 5.12(d).

“Series 2006-1 Interest Rate Hedge Payments” means the amounts payable by CPF to an Interest Rate Hedge Counterparty from time to time in respect of a Series 2006-1 Interest Rate Hedge.

“Series 2006-1 Interest Rate Hedge Proceeds” means the amounts received by the Trustee from an Interest Rate Hedge Counterparty from time to time in respect of a Series 2006-1 Interest Rate Hedge (including amounts received from a guarantor or from collateral).

“Series 2006-1 Invested Amount” means on any date of determination the sum of the Purchaser Group Invested Amounts with respect to each of the Purchaser Groups on such date.

“Series 2006-1 Invested Percentage” means as of any date of determination:

(a) when used with respect to Principal Collections, the percentage equivalent (which percentage shall never exceed 100%) of a fraction the numerator of which shall be equal to the sum of the Series 2006-1 Invested Amount and the Series 2006-1 Overcollateralization Amount, as of the immediately preceding Business Day, and the denominator of which shall be the greater as of the end of the immediately preceding Business Day of (x) the Borrowing Base with respect to the Group I Series of Notes and (y) the sum of the numerators used to determine invested percentages for allocations with respect to Principal Collections (for all Group I Series of Notes and all classes of such Group I Series of Notes); and

(b) when used with respect to Interest Collections, the percentage equivalent (which percentage shall never exceed 100%) of a fraction the numerator of which shall be the Accrued Amounts with respect to the Series 2006-1 Notes on such date of determination, and the denominator of which shall be the aggregate Accrued Amounts with respect to all Group I Series of Notes on such date of determination.

“Series 2006-1 Lease Interest Payment Deficit” means on any Distribution Date an amount equal to the excess, if any, of (a) the aggregate amount of Interest Collections which pursuant to Section 5.2(a) would have been allocated to the Series 2006-1 Accrued Interest Account if all payments of Monthly Base Rent required to have been made under the Group I CPF Lease from and excluding the preceding Distribution Date to and including such Distribution Date were made in full over (b) the aggregate amount of Interest Collections which pursuant to Section 5.2(a) have been allocated to the Series 2006-1 Accrued Interest Account (excluding any amounts paid into the Series 2006-1 Accrued Interest Account pursuant to the proviso in Section 5.2(a)(ii)) from and excluding the preceding Distribution Date to and including such Distribution Date.

“Series 2006-1 Lease Payment Deficit” means either a Series 2006-1 Lease Interest Payment Deficit or a Series 2006-1 Lease Principal Payment Deficit.

“Series 2006-1 Lease Principal Payment Carryover Deficit” means (a) for the initial Distribution Date, zero and (b) for any other Distribution Date, the excess of (x) the Series 2006-1 Lease Principal Payment Deficit, if any, on the preceding Distribution Date over (y) the amount deposited in the Distribution Account on such preceding Distribution Date pursuant to Section 5.5(c)(i) and (ii) of this Series Supplement on account of such Series 2006-1 Lease Principal Payment Deficit.

“Series 2006-1 Lease Principal Payment Deficit” means on any Distribution Date the sum of (a) the Series 2006-1 Monthly Lease Principal Payment Deficit for such Distribution Date and (b) the Series 2006-1 Lease Principal Payment Carryover Deficit for such Distribution Date.

“Series 2006-1 Legal Final Maturity Date” means the date that is December 15, 2014.

“Series 2006-1 Letter of Credit” means an irrevocable letter of credit, if any, substantially in the form of Exhibit I to this Series Supplement issued by a Series 2006-1 Eligible Letter of Credit Provider in favor of the Trustee for the benefit of the Series 2006-1 Noteholders.

“Series 2006-1 Letter of Credit Amount” means, as of any date of determination, the lesser of (a) the sum of (i) the aggregate amount available to be drawn on such date under each Series 2006-1 Letter of Credit, as specified therein, and (ii) if the Series 2006-1 Cash Collateral Account has been established and funded pursuant to Section 5.8, the Series 2006-1 Available Cash Collateral Account Amount on such date and (b) the aggregate outstanding principal amount of the Series 2006-1 Demand Notes on such date.

“Series 2006-1 Letter of Credit Expiration Date” means, with respect to any Series 2006-1 Letter of Credit, the expiration date set forth in such Series 2006-1 Letter of Credit, as such date may be extended in accordance with the terms of such Series 2006-1 Letter of Credit.

“Series 2006-1 Letter of Credit Liquidity Amount” means, as of any date of determination, the sum of (a) the aggregate amount available to be drawn on such date under each Series 2006-1 Letter of Credit, as specified therein, and (b) if the Series 2006-1 Cash Collateral Account has been established and funded pursuant to Section 5.8 of this Series Supplement, the Series 2006-1 Available Cash Collateral Account Amount on such date.

“Series 2006-1 Letter of Credit Provider” means the issuer of a Series 2006-1 Letter of Credit.

“Series 2006-1 Letter of Credit Termination Date” means the first to occur of (a) the date on which the Series 2006-1 Notes are fully paid and (b) the Series 2006-1 Termination Date.

“Series 2006-1 Limited Liquidation Event of Default” means, so long as such event or condition continues, any event or condition of the type specified in clauses (a) through (p) of Article VI.

“Series 2006-1 Liquid Enhancement Amount” means, as of any date of determination, the sum of (i) the Series 2006-1 Letter of Credit Amount as of such date and (ii) the Series 2006-1 Available Reserve Account Amount as of such date.

“Series 2006-1 Liquid Enhancement Deficiency” means, as of any date of determination, the amount, if any, by which the Series 2006-1 Liquid Enhancement Amount as

of such date is less than the Series 2006-1 Required Liquid Enhancement Amount as of such date.

“Series 2006-1 Maximum Invested Amount” means the sum of the Maximum Purchaser Group Invested Amounts with respect to each of the Purchaser Groups.

“Series 2006-1 Monthly Interest” means, with respect to any Series 2006-1 Interest Period, an amount equal to the product of (a) the average daily Series 2006-1 Invested Amount during such Series 2006-1 Interest Period, (b) the Series 2006-1 Note Rate for such Series 2006-1 Interest Period and (c) the number of days in such Series 2006-1 Interest Rate Period divided by 360.

“Series 2006-1 Monthly Lease Principal Payment Deficit” means on any Distribution Date an amount equal to the excess, if any, of (a) the aggregate amount of Principal Collections which pursuant to Section 5.2(a) would have been allocated to the Series 2006-1 Collection Account if all payments required to have been made under the Group I CPF Lease from and excluding the preceding Distribution Date to and including such Distribution Date were made in full over (b) the aggregate amount of Principal Collections which pursuant to Section 5.2(a) have been allocated to the Series 2006-1 Collection Account (without giving effect to any amounts paid into the Series 2006-1 Accrued Interest Account pursuant to the proviso in Section 5.2(a)(ii)) from and excluding the preceding Distribution Date to and including such Distribution Date.

“Series 2006-1 Note” means any one of the Series 2006-1 Variable Funding Rental Truck Asset Backed Notes, executed by CPF and authenticated and delivered by or on behalf of the Trustee, substantially in the form of Exhibit A. Definitive Series 2006-1 Notes shall have such insertions and deletions as are necessary to give effect to the provisions of Section 2.19 of the Base Indenture.

“Series 2006-1 Note Rate” means for any Series 2006-1 Interest Period, the interest rate equal to the product of (a) the percentage equivalent of a fraction, the numerator of which is equal to the sum of the Monthly Funding Costs with respect to each Purchaser Group for such Series 2006-1 Interest Period and the denominator of which is equal to the average daily Series 2006-1 Invested Amount during such Series 2006-1 Interest Period and (b) a fraction, the numerator of which is 360 and the denominator of which is the number of days in such Series 2006-1 Interest Period; provided, however, that the Series 2006-1 Note Rate will in no event be higher than the maximum rate permitted by applicable law.

“Series 2006-1 Noteholder” means a Person in whose name a Series 2006-1 Note is registered in the Note Register.

“Series 2006-1 Other Account Collateral” is defined in Section 5.9(d).

“Series 2006-1 Overcollateralization Amount” means (i) as of any date on which no Borrowing Base Deficiency exists with respect to the Group I Series of Notes, the Series 2006-1 Required Overcollateralization Amount as of such date and (ii) as of any date on which a Borrowing Base Deficiency exists with respect to the Group I Series of Notes, the excess, if any,

of (x) the Series 2006-1 Borrowing Base as of such date over (y) the Series 2006-1 Invested Amount as of such date.

“Series 2006-1 Partial Commitment Termination” means that the Commitment of an APA Bank included in a Purchaser Group is not extended on or before the 30<sup>th</sup> day preceding a Series 2006-1 Commitment Termination Date and such Commitment is not assumed by another APA Bank in accordance with Section 3.9 on or before the applicable Series 2006-1 Commitment Termination Date.

“Series 2006-1 Partial Commitment Termination Percentage” means, with respect to any Series 2006-1 Partial Commitment Termination, the percentage equivalent of a fraction the numerator of which is the aggregate Commitment of the applicable Series 2006-1 Terminating Purchasers and the denominator of which is the aggregate Commitments of all APA Banks, prior to giving effect to such Series 2006-1 Partial Commitment Termination.

“Series 2006-1 Past Due Rent Payment” is defined in Section 5.2(c).

“Series 2006-1 Percentage” means, as of any date of determination, a fraction, expressed as a percentage, the numerator of which is the Series 2006-1 Invested Amount as of such date and the denominator of which is the sum of the Invested Amount of each Series of Notes in each Group outstanding as of such date.

“Series 2006-1 Principal Deficit Amount” means, as of any date of determination, the excess, if any, of (a) the Series 2006-1 Invested Amount as of such date over (b) the excess of the Series 2006-1 Borrowing Base over the Series 2006-1 Required Overcollateralization Amount as of such date.

“Series 2006-1 Principal Subaccount” is defined in Section 5.1(b).

“Series 2006-1 Rapid Amortization Period” means the period beginning at the close of business on the Business Day immediately preceding the day on which an Amortization Event is deemed to have occurred with respect to the Series 2006-1 Notes and ending upon the earlier to occur of (i) the date on which the Series 2006-1 Notes are fully paid and (ii) the termination of the Indenture.

“Series 2006-1 Reimbursement Agreement” means any and each agreement providing for the reimbursement of a Series 2006-1 Letter of Credit Provider for draws under its Series 2006-1 Letter of Credit as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Series 2006-1 Related Documents” means, with respect to the Series 2006-1 Notes, the Base Indenture, this Series Supplement, the Series 2006-1 Notes, any Group I Nominee Agreements, the Group I Administration Agreement, the Group I Disposition Agent Agreement, the Group I Back-up Administration Agreement, the Collection Account Control Agreement, the Group I Collection Account Control Agreement, any agreements relating to the issuance or the purchase of any Series 2006-1 Notes, any Enhancement Agreements for the

Series 2006-1 Enhancement, the Group I CPF Lease and the Supplemental Documents relating to the Group I CPF Lease.

“Series 2006-1 Required Borrowing Base” means, as of any date of determination, the sum of (a) the Series 2006-1 Required Overcollateralization Amount as of such date and (b) the Series 2006-1 Invested Amount as of such date.

“Series 2006-1 Required Enhancement Amount” means, as of any date of determination, the product of (i) the Series 2006-1 Adjusted Required Enhancement Percentage as of such date and (ii) the Series 2006-1 Invested Amount as of such date.

“Series 2006-1 Required Enhancement Percentage” means, as of any date of determination, 50.0%.

“Series 2006-1 Required Letter of Credit Liquidity Amount” means, as of any date of determination, the product of (a) the Series 2006-1 Required Letter of Credit Liquidity Percentage and (b) the Series 2006-1 Adjusted Invested Amount as of such date.

“Series 2006-1 Required Letter of Credit Liquidity Percentage” means, as of any date of determination, 14%.

“Series 2006-1 Required Liquid Enhancement Amount” means, as of any date of determination, the product of (i) the Series 2006-1 Required Liquid Enhancement Percentage as of such date and (ii) the Series 2006-1 Invested Amount as of such date; provided that, notwithstanding the foregoing, the Series 2006-1 Required Liquid Enhancement Amount shall at no time be less than the lesser of (x) the Series 2006-1 Invested Amount and (y) \$10 million.

“Series 2006-1 Required Liquid Enhancement Percentage” means, as of any date of determination, 31%.

“Series 2006-1 Required Noteholders” means Purchaser Groups having Purchaser Group Invested Amounts, in the aggregate, exceeding 50% of the Series 2006-1 Invested Amount.

“Series 2006-1 Required Overcollateralization Amount” means, as of any date of determination, the excess of (a) the Series 2006-1 Required Enhancement Amount as of such date over (b) the sum of (i) the Series 2006-1 Letter of Credit Amount as of such date and (ii) the Series 2006-1 Available Reserve Account Amount as of such date.

“Series 2006-1 Required Reserve Account Amount” means, with respect to any Distribution Date, an amount equal to the sum of (a) the greater of (i) the excess, if any, of the Series 2006-1 Required Liquid Enhancement Amount on such Distribution Date over the Series 2006-1 Liquid Enhancement Amount on such Distribution Date (excluding therefrom the Series 2006-1 Available Reserve Account Amount) and (ii) the excess, if any, of the Series 2006-1 Required Enhancement Amount over the Series 2006-1 Enhancement Amount on such Distribution Date (excluding therefrom the Series 2006-1 Available Reserve Account Amount) plus (b) the Demand Note Preference Payment Amount.

“Series 2006-1 Reserve Account” is defined in Section 5.7(a).

“Series 2006-1 Reserve Account Collateral” is defined in Section 5.7(d).

“Series 2006-1 Reserve Account Surplus” means, with respect to any Distribution Date, the excess, if any, of the Series 2006-1 Available Reserve Account Amount over the Series 2006-1 Required Reserve Account Amount on such Distribution Date.

“Series 2006-1 Revolving Period” means the period from and including the Series 2006-1 Closing Date to the earlier to occur of (a) the Series 2006-1 Commitment Termination Date, and (b) the close of business on the Business Day immediately preceding the day on which an Amortization Event is deemed to have occurred or been declared with respect to the Series 2006-1 Notes.

“Series 2006-1 Shortfall” is defined in Section 5.3(f).

“Series 2006-1 Six Month Enhancement Adjustment Percentage” means, with respect to any date, the percentage equivalent of a fraction, the numerator of which is the aggregate amount of Disposition Proceeds of all Group I CPF Trucks sold during the six calendar months immediately preceding such date, and the denominator of which is the aggregate Termination Value of such Group I CPF Trucks on the dates of their respective sales. For the avoidance of doubt, any Series 2006-1 Six Month Enhancement Adjustment Percentage calculation made after the Second Restatement Effective Date shall be calculated based on the Termination Value Curve Schedule attached to the Group I CPF Lease after giving effect to the amendments (including the inclusion of a new Termination Value Curve Schedule) to the Group I CPF Lease on the Second Restatement Effective Date.

“Series 2006-1 Terminating Purchaser” means, in the event of a Series 2006-1 Partial Commitment Termination, each APA Bank that is not extending its commitment and the related CP Conduit Purchaser collectively.

“Series 2006-1 Termination Date” means May 8, 2012.

“Series 2006-1 Transfer Issuance Date” means March 22, 2010.

“Series 2006-1 Trustee Fees” means, for any Distribution Date during the Series 2006-1 Rapid Amortization Period on which there exists a Series 2006-1 Lease Interest Payment Deficit, a portion of the fees payable to the Trustee in an amount equal to the product of (i) the Series 2006-1 Percentage as of the beginning of the Series 2006-1 Interest Period ending on the day preceding such Distribution Date and (ii) the fees owing to the Trustee under the Indenture.

“Series 2006-1 Twelve Month Enhancement Adjustment Percentage” means, with respect to any date, the percentage equivalent of a fraction, the numerator of which is the aggregate amount of Disposition Proceeds of all Group I CPF Trucks sold during the twelve calendar months immediately preceding such date, and the denominator of which is the aggregate Termination Value of such Group I CPF Trucks on the dates of their respective sales. For the avoidance of doubt, any Series 2006-1 Twelve Month Enhancement Adjustment Percentage calculation made after the Second Restatement Effective Date shall be calculated

based on the Termination Value Curve Schedule attached to the Group I CPF Lease after giving effect to the amendments (including the inclusion of a new Termination Value Curve Schedule) to the Group I CPF Lease on the Second Restatement Effective Date.

“Series 2006-1 Unpaid Demand Amount” means, with respect to any single draw pursuant to Section 5.5(c), (d) or (e) on the Series 2006-1 Letters of Credit, the aggregate amount required to be drawn by the Trustee on all Series 2006-1 Letters of Credit.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal (rounded up to the nearest 1/100th of 1%) established by the Board with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to Regulation D. Eurodollar Tranches shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time under such Regulation D or comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in the reserve percentage.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

“Termination Date Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Termination Date Demand.

“Termination Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Termination Demand.

“Transfer Supplement” is defined in Section 12.1(c).

“Transferee” is defined in Section 12.1(f).

“Trustee” is defined in the recitals hereto.

“Unpaid Demand Note Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Unpaid Demand Note Demand.

“Voting Stock” of any Person means the common stock or membership interests of such Person and any other security of, or ownership interest in, such Person having ordinary voting power to elect a majority of the board of directors or a majority of the managers (or other Persons serving similar functions) of such Person.



**ARTICLE III**

**PURCHASE AND SALE OF SERIES 2006-1 NOTES;  
INCREASES AND DECREASES OF SERIES 2006-1 INVESTED AMOUNT**

Section 3.1 Purchases of the Series 2006-1 Notes.

(a) Series 2006-1 Closing Date. Subject to the terms and conditions of this Series Supplement, including delivery of notice in accordance with Section 3.3, (i) each CP Conduit Purchaser may, in its sole discretion, purchase a Series 2006-1 Note in an amount equal to all or a portion of its Commitment Percentage of the Series 2006-1 Initial Invested Amount on any Business Day specified by CPF in such notice provided pursuant to Section 3.3 (the "Series 2006-1 Closing Date") and if such CP Conduit Purchaser shall have notified the Administrative Agent and the Funding Agent with respect to such CP Conduit Purchaser that it has elected not to fund a Series 2006-1 Note in an amount equal to its Commitment Percentage of the Series 2006-1 Initial Invested Amount on the Series 2006-1 Closing Date, each APA Bank with respect to such CP Conduit Purchaser shall fund on the Series 2006-1 Closing Date its APA Bank Percentage of that portion of such Series 2006-1 Note not to be funded by such CP Conduit Purchaser and (ii) thereafter, (A) if a CP Conduit Purchaser shall have purchased a Series 2006-1 Note, such CP Conduit Purchaser may, in its sole discretion, increase the outstanding principal amount of its Series 2006-1 Note during the Series 2006-1 Revolving Period (or on the Second Restatement Effective Date in connection with the Increase in the amount of the Second Restatement Date Increase Amount made on such date) in accordance with the provisions of this Series Supplement and (B) the APA Banks with respect to such CP Conduit Purchaser shall increase their respective APA Bank Percentages of the outstanding principal amount of the Series 2006-1 Note with respect to such Purchaser Group during the Series 2006-1 Revolving Period (or on the Second Restatement Effective Date in connection with the Increase in the amount of the Second Restatement Date Increase Amount made on such date) in accordance with the provisions of this Series Supplement. Payments by each CP Conduit Purchaser and/or the APA Banks with respect to such CP Conduit Purchaser shall be made in immediately available funds on the Series 2006-1 Closing Date (or on the Second Restatement Effective Date in connection with the Increase in the amount of the Second Restatement Date Increase Amount made on such date) to the Funding Agent with respect to such CP Conduit Purchaser for remittance to the Trust for deposit into the Series 2006-1 Collection Account.

(b) Form of Series 2006-1 Notes. The Series 2006-1 Notes shall be issued in fully registered form without interest coupons, substantially in the form set forth in Exhibit A hereto.

Section 3.2 Delivery.

(a) On the Series 2006-1 Closing Date, CPF shall sign and shall direct the Trustee in writing pursuant to Section 2.2 of the Base Indenture to duly authenticate, and the Trustee, upon receiving such direction, shall so authenticate a Series 2006-1 Note in the name of the Funding Agent with respect to each Purchaser Group in an amount equal to the Maximum Purchaser Group Invested Amount with respect to such Purchaser Group and deliver such Series 2006-1 Note to such Funding Agent in accordance with such written directions.

(b) The Administrative Agent shall maintain a record of the actual Purchaser Group Invested Amount outstanding with respect to each Purchaser Group and the actual Series 2006-1 Invested Amount outstanding on any date of determination, which, absent manifest error, shall constitute prima facie evidence of the outstanding Purchaser Group Invested Amounts and outstanding Series 2006-1 Invested Amount from time to time. Upon a written request from the Trustee, the Administrative Agent shall provide in writing the identity of the Purchaser Groups, the related Funding Agents, the Purchaser Group Invested Amount for each Purchaser Group and the Pro Rata Share with respect to such Purchaser Group to the Trustee.

Section 3.3 Procedure for Issuance of the Series 2006-1 Initial Invested Amount and for Increasing the Series 2006-1 Invested Amount.

(a) Subject to Section 3.3(c), (i) on the Series 2006-1 Closing Date or any date thereafter, each CP Conduit Purchaser may agree, in its sole discretion, to purchase, and the APA Banks with respect to such CP Conduit Purchaser shall purchase, a Series 2006-1 Note in accordance with Section 3.1; and (ii) on any Business Day during the Series 2006-1 Revolving Period or, to the extent set forth below, on the Second Restatement Effective Date, each CP Conduit Purchaser may agree, in its sole discretion, that the Purchaser Group Invested Amount with respect to such Purchaser Group may be increased by an amount equal to the Commitment Percentage with respect to such Purchaser Group of the Increase Amount and each APA Bank with respect to such CP Conduit Purchaser hereby agrees that the Purchaser Group Invested Amount with respect to such Purchaser Group may be increased by an amount equal to its APA Bank Percentage of the Commitment Percentage with respect to such Purchaser Group of the Increase Amount (an "Increase"), upon the request of CPF (each date upon which an Increase occurs hereunder being referred to as the "Increase Date" applicable to such Increase); provided, that CPF shall have given the Administrative Agent (with a copy to the Trustee) irrevocable written notice (effective upon receipt), by telecopy (receipt confirmed), substantially in the form of Exhibit B hereto, of such request no later than 3:00 p.m. (New York City time) on the second Business Day prior to the Series 2006-1 Closing Date or such Increase Date (except with respect to the Increase occurring on the Second Restatement Effective Date for which no such written notice shall be required), as the case may be. Such notice shall state (x) the Series 2006-1 Closing Date or the Increase Date, as the case may be, and (y) the initial aggregate principal amount of the Series 2006-1 Note (the "Series 2006-1 Initial Invested Amount") or the proposed amount of the Increase (each, together with the Second Restatement Date Increase Amount, an "Increase Amount"), as the case may be. Notwithstanding anything to the contrary contained in this Series Supplement, the Base Indenture or any other Series 2006-1 Related Document, the Second Restatement Effective Date shall be an Increase Date pursuant to which the Series 2006-1 Invested Amount shall be Increased by an amount equal to the Second Restatement Date Increase Amount in accordance with the terms of this Section 3.3(a). Subject to the terms and conditions of this Series Supplement, each Purchaser Group shall fund its *pro rata* portion of the Second Restatement Date Increase Amount on the Second Restatement Effective Date in proportion to its applicable Commitment Percentage.

(b) If a CP Conduit Purchaser elects not to fund the full amount of its Commitment Percentage of the Series 2006-1 Initial Invested Amount or a requested Increase, such CP Conduit Purchaser shall notify the Administrative Agent and the Funding Agent with respect to such CP Conduit Purchaser, and each APA Bank with respect to such CP Conduit

Purchaser shall fund its APA Bank Percentage of the portion of the Commitment Percentage with respect to such Purchaser Group of the Series 2006-1 Initial Invested Amount or such Increase, as the case may be, not funded by such CP Conduit Purchaser.

(c) No Purchaser Group shall be required to make the initial purchase of a Series 2006-1 Note on the Series 2006-1 Closing Date or to increase its Purchaser Group Invested Amount on any Increase Date hereunder unless:

(i) such Purchaser Group's Commitment Percentage of the Series 2006-1 Initial Invested Amount or such Increase Amount is equal to (A) \$1,000,000 or an integral multiple of \$100,000 in excess thereof or (B) if less, the excess of the Maximum Purchaser Group Invested Amount with respect to such Purchaser Group over the Purchaser Group Invested Amount with respect to such Purchaser Group;

(ii) after giving effect to the initial purchase of the Series 2006-1 Notes or such Increase, as the case may be, (A) the Purchaser Group Invested Amount with respect to such Purchaser Group would not exceed the Maximum Purchaser Group Invested Amount with respect to such Purchaser Group and (B) the Series 2006-1 Invested Amount would not exceed the Series 2006-1 Maximum Invested Amount;

(iii) after giving effect to the initial purchase of the Series 2006-1 Notes or such Increase, as the case may be, no Series 2006-1 Enhancement Deficiency would occur and be continuing;

(iv) no Amortization Event with respect to the Series 2006-1 Notes or Potential Amortization Event with respect to the Series 2006-1 Notes would occur and be continuing prior to or after giving effect to the issuance of the Series 2006-1 Notes or such Increase, as the case may be;

(v) other than in connection with the Increase made on the Second Restatement Effective Date, the Series 2006-1 Revolving Period has not ended; and

(vi) all of the representations and warranties made by each of CPF, the Lessee, the Guarantor and the Administrator in the Base Indenture, this Series Supplement and the Series 2006-1 Related Documents to which each is a party are true and correct on and as of the Series 2006-1 Closing Date or such Increase Date, as the case may be, as if made on and as of such date (except to the extent such representations and warranties are expressly made as of another date).

CPF's acceptance of funds in connection with (x) the initial purchase of Series 2006-1 Notes on the Series 2006-1 Closing Date and (y) each Increase occurring on any Increase Date shall constitute a representation and warranty by CPF to the Purchaser Groups as of the Series 2006-1 Closing Date or such Increase Date (except to the extent such

representations and warranties are expressly made as of another date), as the case may be, that all of the conditions contained in this Section 3.3(c) have been satisfied.

(d) Upon receipt of any notice required by Section 3.3(a) from CPF, the Administrative Agent shall forward (by telecopy or electronic messaging system) a copy of such notice to the Funding Agent with respect to each Purchaser Group, no later than 5:00 p.m. (New York City time) on the day received. After receipt by any Funding Agent with respect to a Purchaser Group of such notice from the Administrative Agent, such Funding Agent shall, so long as the conditions set forth in Sections 3.3(a) and (c) are satisfied, promptly provide telephonic notice to the related CP Conduit Purchaser and the related APA Banks of the Series 2006-1 Closing Date or Increase Date, as the case may be, and of such Purchaser Group's Commitment Percentage of the Series 2006-1 Initial Invested Amount or such Increase Amount, as the case may be. If such CP Conduit Purchaser elects to fund all or a portion of its Commitment Percentage of the Series 2006-1 Initial Invested Amount or Increase Amount, as the case may be, such CP Conduit Purchaser shall pay in immediately available funds its Commitment Percentage (or any portion thereof) of the amount of the Series 2006-1 Initial Invested Amount or such Increase on the Series 2006-1 Closing Date or such Increase Date, as the case may be, to the Funding Agent with respect to such Purchaser Group for deposit into the Series 2006-1 Collection Account. If such CP Conduit Purchaser does not fund the full amount of its Commitment Percentage of the Series 2006-1 Initial Invested Amount or the Increase Amount, as the case may be, and the related APA Banks are required to fund the portion thereof not funded by the CP Conduit Purchaser, each such APA Bank shall pay in immediately available funds its APA Bank Percentage of such portion on the Series 2006-1 Closing Date or such Increase Date to the Funding Agent with respect to such Purchaser Group for deposit in the Series 2006-1 Collection Account. Each Funding Agent shall remit the amounts received by it from its CP Conduit Purchaser or the related APA Banks pursuant to this Section 3.3(d) to the Trustee for deposit into the Series 2006-1 Collection Account.

Section 3.4 Sales by CP Conduit Purchasers of Series 2006-1 Notes to APA Banks. Notwithstanding any limitation to the contrary contained herein, each CP Conduit Purchaser may, in its own discretion, at any time, sell or assign all or any portion of its interest in its Series 2006-1 Note to any Conduit Assignee or to the APA Banks with respect to such CP Conduit Purchaser pursuant to, and subject to the terms and conditions of the Asset Purchase Agreement with respect to such CP Conduit Purchaser or otherwise.

Section 3.5 Procedure for Decreasing the Series 2006-1 Invested Amount. On any Business Day prior to the occurrence of an Amortization Event with respect to the Series 2006-1 Notes, upon the written request of CPF or the Administrator on behalf of CPF, the Series 2006-1 Invested Amount may be reduced (a "Decrease") by the Trustee's withdrawing from the Series 2006-1 Principal Subaccount, depositing into the Series 2006-1 Distribution Account and distributing to the Administrative Agent funds on deposit in the Series 2006-1 Principal Subaccount on such day in accordance with Section 5.5(b) in an amount not to exceed the amount of such funds on deposit on such day; provided that (i) CPF shall have given the Administrative Agent (with a copy to the Trustee) irrevocable written notice (effective upon receipt) of the amount of such Decrease prior to 9:30 a.m. (New York City time) on the second Business Day prior to such Decrease, in the case of any such Decrease in an amount less than \$100,000,000, and prior to 9:30 a.m. (New York City time) on a Business Day that is at least ten

days prior to such Decrease, in the case of any such Decrease in an amount of \$100,000,000 or more; and (ii) any such Decrease shall be in an amount equal to \$5,000,000 and integral multiples of \$250,000 in excess thereof (or, if such Decrease will be used to reduce the Series 2006-1 Invested Amount to zero, such Decrease may be in such amount as is necessary to reduce the Series 2006-1 Invested Amounts to zero). Upon each Decrease, the Administrative Agent shall indicate in its records such Decrease and the Purchaser Group Invested Amount outstanding with respect to each Purchaser Group after giving effect to such Decrease. Upon receipt of any notice required by Section 3.5 from CPF, the Administrative Agent shall forward (by telecopy or electronic messaging system) a copy of such notice to the Funding Agent with respect to each Purchaser Group, no later than 1:00 p.m. (New York City time) on the day received.

Section 3.6 Interest; Fees.

(a) Interest shall be payable on the Series 2006-1 Notes on each Distribution Date pursuant to Section 5.3.

(b) On any Business Day, CPF may, subject to Sections 3.6(c) and 8.4, elect to allocate all or any portion of the Available APA Bank Funding Amount with respect to any Purchaser Group to one or more Eurodollar Tranches with Eurodollar Periods commencing on such Business Day by giving the Administrative Agent and the Funding Agent with respect to such Purchaser Group irrevocable written or telephonic (confirmed in writing) notice thereof, which notice must be received by such Funding Agent prior to 1:00 p.m. (New York City time) three Business Days prior to such Business Day. Such notice shall specify (i) the applicable Business Day, (ii) the Eurodollar Period for each Eurodollar Tranche to which a portion of the Available APA Bank Funding Amount with respect to such Purchaser Group is to be allocated and (iii) the portion of such Available APA Bank Funding Amount being allocated to each such Eurodollar Tranche. Upon receipt of any such notice, the Funding Agent with respect to a Purchaser Group shall notify the CP Conduit Purchaser and the APA Bank with respect to such Purchaser Group of the contents of such notice promptly upon receipt thereof.

(c) Notwithstanding anything to the contrary contained in this Section 3.6, (A) the portion of the Available APA Bank Funding Amount with respect to any Purchaser Group allocable to each Eurodollar Tranche must be in an amount equal to \$100,000 or an integral multiple of \$100,000 in excess thereof, (B) no more than 7 Eurodollar Tranches with respect to such Purchaser Group shall be outstanding at any one time, and (C) after the occurrence and during the continuance of any Amortization Event or Potential Amortization Event with respect to the Series 2006-1 Notes, CPF may not elect to allocate any portion of the Available APA Bank Funding Amount with respect to any Purchaser Group to a Eurodollar Tranche.

(d) [RESERVED]

(e) CPF shall pay with funds available pursuant to Section 5.3(a) to the Administrative Agent, for the account of each Purchaser Group, on each Distribution Date, a commitment fee with respect to the Series 2006-1 Interest Period ending on the day preceding such Distribution Date (the "Commitment Fee") during the Series 2006-1 Revolving Period equal to the Commitment Fee Rate times the Maximum Purchaser Group Invested Amount with respect to such Purchaser Group during such Series 2006-1 Interest Period less the average daily

Purchaser Group Invested Amount with respect to such Purchaser Group during such Series 2006-1 Interest Period. The Commitment Fees shall be due and payable monthly in arrears on each Distribution Date and on the date the Series 2006-1 Revolving Period terminates.

(f) Calculations of per annum rates under this Series Supplement shall be made on the basis of a 360- (or 365-/366- in the case of interest on the Floating Tranche based on the Prime Rate) day year. Each determination of the Adjusted LIBO Rate by the Administrative Agent shall be conclusive and binding upon each of the parties hereto in the absence of manifest error.

### Section 3.7 Indemnification by CPF.

(a) CPF agrees to indemnify and hold harmless the Trustee, the Administrative Agent, each Funding Agent, each CP Conduit Purchaser, each APA Bank and each of their respective officers, directors, agents and employees (each, a "Company Indemnified Person") from and against any loss, liability, expense, damage or injury suffered or sustained by (a "Claim") such Company Indemnified Person by reason of (i) any acts, omissions or alleged acts or omissions arising out of, or relating to, activities of CPF pursuant to the Indenture or the other Series 2006-1 Related Documents to which it is a party, (ii) a breach of any representation or warranty made or deemed made by CPF (or any of its officers) in the Indenture or other Series 2006-1 Related Document or (iii) a failure by CPF to comply with any applicable law or regulation or to perform its covenants, agreements, duties or obligations required to be performed or observed by it in accordance with the provisions of the Indenture or the other Series 2006-1 Related Documents, including, but not limited to, any judgment, award, settlement, reasonable attorneys' fees and other reasonable costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, except to the extent such loss, liability, expense, damage or injury resulted from the negligence, bad faith or willful misconduct of such Company Indemnified Person or its officers, directors, agents, principals, employees or employers or includes any Excluded Taxes; provided that any payments made by CPF pursuant to this Section 3.7 shall be made solely from funds available pursuant to Section 5.3(e), shall be non-recourse other than with respect to such funds, and shall not constitute a claim against CPF to the extent that such funds are insufficient to make such payment. The indemnification provided for in this Section 3.7(a) shall survive the termination of the Base Indenture, this Series Supplement or any Applicable Related Document with respect to any Group I Series of Notes.

(b) CPF hereby agrees to indemnify and hold harmless each Series 2006-1 Noteholder (including its respective directors, officers, employees and agents) from and against any and all losses, liabilities (including liabilities for penalties), claims, demands, actions, suits, judgments, reasonable out-of-pocket costs and expenses arising out of or resulting from the assignments and security interests granted by this Indenture, whether arising by virtue of any act or omission on the part of CPF or otherwise, including, without limitation, the reasonable out-of-pocket costs, expenses, and disbursements (including reasonable attorneys' fees and expenses) incurred by such Series 2006-1 Noteholder in enforcing this Indenture or preserving any of its rights to, or realizing upon, any of the Collateral or Group I Collateral; provided, however, the foregoing indemnification shall not extend to any action by any Series 2006-1 Noteholder which constitutes gross negligence or willful misconduct by such Series 2006-1 Noteholder. The

indemnification provided for in this Section 3.7(b) shall survive the termination of the Base Indenture or this Series Supplement.

(c) CPF shall indemnify and hold harmless each Series 2006-1 Noteholder from any present or future claim for liability for any stamp or other similar tax and any penalties or interest with respect thereto, that may be assessed, levied or collected by any jurisdiction in connection with this Indenture or any Collateral or Group I Collateral.

Section 3.8 Funding Agents.

(a) The Funding Agent with respect to each Purchaser Group is hereby authorized to record on each Business Day the CP Funded Amount with respect to such Purchaser Group and the aggregate amount of Discount accruing with respect thereto on such Business Day and the APA Bank Funded Amount with respect to such Purchaser Group and the amount of interest accruing with respect thereto on such Business Day and, based on such recordations, to determine the Monthly Funding Costs with respect to each Series 2006-1 Interest Period and such Purchaser Group. Any such recordation by a Funding Agent, absent manifest error, shall constitute prima facie evidence of the accuracy of the information so recorded. Furthermore, the Funding Agent with respect to each Purchaser Group will maintain records sufficient to identify the percentage interest of the related CP Conduit Purchaser and each APA Bank with respect to such Purchaser Group holding an interest in the Series 2006-1 Note registered in the name of such Funding Agent and any amounts owing thereunder.

(b) Upon receipt of funds from the Administrative Agent on each Distribution Date and the date of any Decrease, each Funding Agent shall pay such funds to the related CP Conduit Purchaser and/or the related APA Bank owed such funds in accordance with the recordations maintained by it in accordance with Section 3.8(a) with respect to such CP Conduit Purchaser. If a Funding Agent shall have paid to any CP Conduit Purchaser or APA Bank any funds that (i) must be returned for any reason (including bankruptcy) or (ii) exceeds that which such CP Conduit Purchaser or APA Bank was entitled to receive, such amount shall be promptly repaid to such Funding Agent by such CP Conduit Purchaser or APA Bank.

Section 3.9 Partial Termination.

(a) If any APA Bank that is part of a Purchaser Group has not extended its Commitment on or before the 30<sup>th</sup> day prior to a Series 2006-1 Commitment Termination Date, the Administrative Agent may, but shall not be obligated to, offer any other APA Bank the right to increase its Commitment by the amount of the Commitment of such non-extending APA Bank. In the event that any APA Bank agrees to such an increase, the non-extending APA Bank and related CP Conduit Purchaser and the APA Bank assuming such non-extending APA Bank's Commitment and its related CP Conduit Purchaser shall execute a Purchaser Group Supplement in accordance with Section 12.1(e).

## ARTICLE IV

### SECURITY

#### Section 4.1 Grant of Security Interest.

(a) To secure the Note Obligations with respect to the Series 2006-1 Notes and any other Group I Series of Notes and to secure compliance with the provisions of the Base Indenture and this Series Supplement and the Series Supplement for any other Group I Series of Notes, CPF hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee, to the extent set forth in this Series Supplement and the Series Supplement for each other Group I Series of Notes, for the benefit of the Noteholders of each Group I Series of Notes (collectively, the “Group I Secured Parties”), and hereby grants to the Trustee, for the benefit of such Group I Secured Parties, a security interest in, all of CPF’s right, title and interest in and to all of the following assets, property, and interests of CPF, whether now owned or at any time hereafter acquired or created (collectively, the “Group I Collateral”):

(i) the Group I CPF Lease, any Sublease related to such Group I CPF Lease and any other agreements related to the Group I CPF Trucks to which CPF is a party or in which CPF otherwise has an interest (collectively, the “Group I CPF Agreements”), including, without limitation, all monies due and to become due to CPF under or in connection with such Group I CPF Agreements, whether payable as rent, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of such Group I CPF Agreements or otherwise, all security for amounts payable thereunder and all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to such Group I CPF Agreements (whether arising pursuant to the terms of such Group I CPF Agreements or otherwise available to CPF at law or in equity), the right to enforce the Group I CPF Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Group I CPF Agreements or the obligations of any party thereunder;

(ii) the Group I Administration Agreement, including, without limitation, all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to the Group I Administration Agreement (whether arising pursuant to the terms of the Group I Administration Agreement or otherwise available to CPF at law or in equity), and the right to enforce the Group I Administration Agreement and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Group I Administration Agreement or the obligations of any party thereunder;

(iii) any Group I Nominee Agreement, including, without limitation, all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to such Group I Nominee Agreement (whether arising pursuant to the terms of the Group I Nominee Agreement or otherwise available to CPF at law or in equity), and the right to enforce such Group I Nominee



Agreement and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to such Group I Nominee Agreement or the obligations of any party thereunder;

(iv) all Group I CPF Trucks and all Certificates of Title with respect thereto;

(v) all sale or other proceeds from the disposition of Group I CPF Trucks, including all monies due in respect of Group I CPF Trucks, whether payable as the purchase price of Group I CPF Trucks or as related fees, expenses, costs, indemnities, insurance recoveries or otherwise;

(vi) all payments under insurance policies (whether or not the Trustee is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any Group I CPF Trucks;

(vii) (v) the Group I Collection Account and all accounts designated in this Series Supplement or the Series Supplement for any other Group I Series of Notes or otherwise as a sub-account or an administrative subaccount thereof (other than the Series 2006-1 Collection Account, the Series 2006-1 Principal Subaccount, the Series 2006-1 Accrued Interest Account and any other such sub-account or administrative subaccount established solely for the benefit of a particular Group I Series of Notes, and not for the benefit of any other Group I Series of Notes, as set forth in this Series Supplement, any such other Series Supplement or any other document or agreement pursuant to which such sub-account or administrative subaccount is established), (w) all funds on deposit therein from time to time, (x) all certificates and instruments, if any, representing or evidencing any or all of such accounts or the funds on deposit therein from time to time, (y) all Investment Property credited to any such account at any time and from time to time or acquired at any time and from time to time with the funds on deposit in any or all such accounts (including income thereon) and (z) all Permitted Investments made at any time and from time to time with the funds on deposit in any or all such accounts (including income thereon);

(viii) all additional property relating to the Group I Series of Notes that may from time to time hereafter (pursuant to the terms of this Series Supplement, the Series Supplement for any other Group I Series of Notes or otherwise) be subjected to the grant and pledge hereof by CPF or by anyone on its behalf; and

(ix) to the extent not otherwise included, all Proceeds, products, offspring, rents or profits of any and all of the foregoing, including cash, and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) The foregoing grant is made in trust to secure the Note Obligations for the Series 2006-1 Notes and any other Group I Series of Notes and to secure compliance with the provisions of this Base Indenture, this Series Supplement and the Series Supplement for each

other Group I Series of Notes, all as provided in the Base Indenture, this Series Supplement and each such other Series Supplement. The Trustee, as trustee on behalf of the Group I Secured Parties, acknowledges such grant, accepts the trusts under the Base Indenture and this Series Supplement in accordance with the provisions of the Base Indenture and this Series Supplement and subject to Section 10.1 and 10.2 of the Base Indenture, agrees to perform its duties required in the Base Indenture, this Series Supplement and each such other Series Supplement to the best of its abilities to the end that the interests of the Group I Secured Parties may be adequately and effectively protected. The Group I Collateral shall secure each Group I Series of Notes equally and ratably without prejudice, priority (except, with respect to any other Group I Series of Notes, as otherwise stated in the Series Supplement for such Group I Series of Notes) or distinction.

## ARTICLE V

### SERIES 2006-1 ALLOCATIONS

With respect to the Series 2006-1 Notes, the following shall apply:

Section 5.1 Establishment of Group I Collection Account, Series 2006-1 Collection Account, Series 2006-1 Principal Subaccount and Series 2006-1 Accrued Interest Account.

(a) All Collections allocable to the Series 2006-1 Notes shall be allocated to the Collection Account, for further credit to the Group I Collection Account.

(b) Pursuant to the Base Indenture, the Trustee has created a Group Collection Account for the benefit of the Noteholders of the Group I Series of Notes (such account, the "Group I Collection Account"). In addition, the Trustee shall create three administrative subaccounts within the Group I Collection Account for the benefit of the Series 2006-1 Noteholders: the Series 2006-1 Collection Account (such sub-account, the "Series 2006-1 Collection Account"), the Series 2006-1 Principal Subaccount (such sub-account, the "Series 2006-1 Principal Subaccount") and the Series 2006-1 Accrued Interest Account (such sub-account, the "Series 2006-1 Accrued Interest Account").

Section 5.2 Allocations with Respect to the Series 2006-1 Notes.

(a) The net proceeds from the initial sale of the Series 2006-1 Notes and any Increase will be deposited into the Collection Account, for further credit to the Group I Collection Account. On each Business Day on which Collections are deposited into the Group I Collection Account (each such date, a "Series 2006-1 Deposit Date"), the Administrator shall direct the Trustee in writing pursuant to the Group I Administration Agreement to allocate all amounts deposited into the Group I Collection Account prior to 11:00 a.m. (New York City time) on such Series 2006-1 Deposit Date as set forth below:

(i) allocate to the Series 2006-1 Collection Account an amount equal to the sum of (A) the Series 2006-1 Invested Percentage (as of such day) of the aggregate amount of Interest Collections deposited to the Group I Collection Account on such day and (B) any amounts received by the Trustee on such day in

respect of the Series 2006-1 Interest Rate Hedges. All such amounts allocated to the Series 2006-1 Collection Account shall be further allocated to the Series 2006-1 Accrued Interest Account; and

(ii) allocate to the Series 2006-1 Principal Subaccount the sum of (A) the Series 2006-1 Invested Percentage (as of such day) of the aggregate amount of Principal Collections deposited to the Group I Collection Account on such day and (B) the proceeds from the issuance of the Series 2006-1 Notes and from any Increase; provided that if on any Determination Date (A) the Administrator determines that the amount anticipated to be available from Interest Collections allocable to the Series 2006-1 Notes, Series 2006-1 Interest Rate Hedge Proceeds and other amounts available pursuant to Section 5.3 to pay Series 2006-1 Monthly Interest and any unpaid Series 2006-1 Shortfall with respect to the Series 2006-1 Interest Period ending on the day preceding the next succeeding Distribution Date and any Series 2006-1 Interest Rate Hedge Payments due on such Distribution Date will be less than the sum of such Series 2006-1 Monthly Interest, such Series 2006-1 Shortfall and such Series 2006-1 Interest Rate Hedge Payments and (B) the Series 2006-1 Enhancement Amount is greater than zero, the Administrator shall direct the Trustee in writing to reallocate a portion of the Principal Collections allocated to the Series 2006-1 Notes during the Related Month equal to the lesser of such insufficiency and the Series 2006-1 Enhancement Amount to the Series 2006-1 Accrued Interest Account to be treated as Interest Collections allocable to the Series 2006-1 Notes on such Distribution Date.

(b) Series 2006-1 Principal Subaccount. If on any Business Day the Series 2006-1 Available Reserve Account Amount is less than the Series 2006-1 Required Reserve Account Amount prior to the occurrence of an Amortization Event with respect to the Series 2006-1 Notes, the Administrator shall instruct the Trustee in writing to withdraw funds in an amount equal to such insufficiency from the Series 2006-1 Principal Subaccount and deposit such amount into the Series 2006-1 Reserve Account. On each Business Day following the occurrence of a Series 2006-1 Partial Commitment Termination and prior to the occurrence of the Series 2006-1 Commitment Termination Date or an Amortization Event with respect to the Series 2006-1 Notes, the Administrator shall direct the Trustee to, and the Trustee shall, as so directed by the Administrator, withdraw the Series 2006-1 Partial Commitment Termination Percentage of funds on deposit in the Series 2006-1 Principal Subaccount, deposit such amounts in the Series 2006-1 Distribution Account and use such amounts to make payments to the Series 2006-1 Terminating Purchasers on the immediately succeeding Distribution Date in respect of the Series 2006-1 Notes held by such Series 2006-1 Terminating Purchasers until the principal amount of such Series 2006-1 Notes is reduced to zero in accordance with Section 5.5(e). Amounts allocated to the Series 2006-1 Principal Subaccount during any Related Month and not applied to make a voluntary Decrease in the Series 2006-1 Invested Amount pursuant to Section 3.5 or withdrawn for payment to the Series 2006-1 Terminating Purchasers pursuant to this Section 5.2(b) shall be withdrawn from the Series 2006-1 Principal Subaccount, deposited in the Series 2006-1 Distribution Account on the immediately succeeding Distribution Date and used to make principal payments in respect of the Series 2006-1 Notes ratably, without preference of

priority of any kind, until the Series 2006-1 Invested Amount is reduced to zero in accordance with Section 5.5(e). Notwithstanding anything to the contrary herein, no funds on deposit in the Series 2006-1 Principal Subaccount shall be paid or distributed to CPF until the Series 2006-1 Notes have been paid in full.

(c) Past Due Rental Payments. Notwithstanding Section 5.2(a), if after the occurrence of a Series 2006-1 Lease Payment Deficit, the Lessee shall make payments of Monthly Base Rent or other amounts payable by the Lessee under the Group I CPF Lease on or prior to the fifth Business Day after the occurrence of such Series 2006-1 Lease Payment Deficit (a "Past Due Rent Payment"), the Administrator shall direct the Trustee in writing pursuant to the Group I Administration Agreement to allocate to the Series 2006-1 Collection Account an amount equal to the Series 2006-1 Invested Percentage as of the date of the occurrence of such Series 2006-1 Lease Payment Deficit of the Collections attributable to such Past Due Rent Payment (the "Series 2006-1 Past Due Rent Payment"). The Administrator shall instruct the Trustee in writing pursuant to the Group I Administration Agreement to withdraw from the Series 2006-1 Collection Account and apply the Series 2006-1 Past Due Rent Payment in the following order:

(i) if the occurrence of such Series 2006-1 Lease Payment Deficit resulted in a withdrawal being made from the Series 2006-1 Reserve Account pursuant to Section 5.3(d), deposit in the Series 2006-1 Reserve Account an amount equal to the lesser of (x) the Series 2006-1 Past Due Rent Payment and (y) the excess, if any, of the Series 2006-1 Required Reserve Account Amount over the Series 2006-1 Available Reserve Account Amount on such day;

(ii) if the occurrence of the related Series 2006-1 Lease Payment Deficit resulted in one or more Lease Deficit Disbursements being made under the Series 2006-1 Letters of Credit, pay to each Series 2006-1 Letter of Credit Provider who made such a Lease Deficit Disbursement for application in accordance with the provisions of the applicable Series 2006-1 Reimbursement Agreement an amount equal to the lesser of (x) the unreimbursed amount of such Series 2006-1 Letter of Credit Provider's Lease Deficit Disbursement and (y) such Series 2006-1 Letter of Credit Provider's pro rata share, calculated on the basis of the unreimbursed amount of each Series 2006-1 Letter of Credit Provider's Lease Deficit Disbursement, of the amount of the Series 2006-1 Past Due Rent Payment remaining after payment pursuant to clause (i) above;

(iii) if the occurrence of such Series 2006-1 Lease Payment Deficit resulted in a withdrawal being made from the Series 2006-1 Cash Collateral Account, deposit in the Series 2006-1 Cash Collateral Account an amount equal to the lesser of (x) the amount of the Series 2006-1 Past Due Rent Payment remaining after any payment pursuant to clauses (i) and (ii) above and (y) the amount withdrawn from the Series 2006-1 Cash Collateral Account on account of such Series 2006-1 Lease Payment Deficit;

(iv) allocate to the Series 2006-1 Accrued Interest Account the amount, if any, by which the Series 2006-1 Lease Interest Payment Deficit, if any, relating

to such Series 2006-1 Lease Payment Deficit exceeds the amount of the Series 2006-1 Past Due Rent Payment applied pursuant to clauses (i), (ii) and (iii) above; and

(v) treat the remaining amount of the Series 2006-1 Past Due Rent Payment as Principal Collections allocated to the Series 2006-1 Notes in accordance with Section 5.2(a)(ii).

Section 5.3 Payments to Noteholders. The Funding Agent with respect to each Purchaser Group shall provide written notice to the Administrative Agent (x) no later than two Business Days prior to each Determination Date, setting forth the Monthly Funding Costs with respect to such Purchaser Group with respect to the portion of the current Series 2006-1 Interest Period ending on such Business Day and a reasonable estimation of the Monthly Funding Costs with respect to such Purchaser Group for the remainder of such Series 2006-1 Interest Period and (y) within three Business Days after the end of each calendar month, setting forth the Monthly Funding Costs (calculated as if such calendar month were a Series 2006-1 Interest Period) with respect to such Purchaser Group for such calendar month. The Administrative Agent shall, within two Business Days following its receipt of such information from each Funding Agent, compile the information provided in such written notice provided pursuant to clause (x) or (y) above, as applicable, into one written notice for all Purchaser Groups and forward such notice to the Administrator. On each Determination Date, the Administrator shall determine the Series 2006-1 Note Rate for the current Series 2006-1 Interest Period. If the actual amount of the Monthly Funding Costs with respect to any Purchaser Group for a Series 2006-1 Interest Period is less than or greater than the amount thereof estimated by the Funding Agent with respect to such Purchaser Group on a Determination Date, such Funding Agent shall notify the Administrator and the Administrative Agent thereof on the next succeeding Determination Date and the Administrator shall reduce or increase the Monthly Funding Costs with respect to such Purchaser Group for the next succeeding Series 2006-1 Interest Period accordingly. The Administrator shall determine the Series 2006-1 Note Rate for the last Series 2006-1 Interest Period on the Determination Date immediately preceding the final Distribution Date based on the information provided by the Funding Agents. If a Funding Agent determines that the actual Monthly Funding Costs with respect to its Purchaser Group for the last Series 2006-1 Interest Period will be more or less than the estimate thereof provided to the Administrator and informs the Administrator of such variance prior to the Distribution Date for such Series 2006-1 Interest Period, the Administrator shall recalculate the Series 2006-1 Note Rate for such Series 2006-1 Interest Period. On each Determination Date, as provided below, the Administrator shall instruct the Paying Agent in writing pursuant to the Group I Administration Agreement to withdraw, and on the following Distribution Date the Paying Agent, acting in accordance with such instructions, shall withdraw the amounts required to be withdrawn from the Group I Collection Account pursuant to Section 5.3(a) below in respect of all funds available from Series 2006-1 Interest Rate Hedge Proceeds and Interest Collections processed since the preceding Distribution Date and allocated to the holders of the Series 2006-1 Notes.

(a) Note Interest with respect to the Series 2006-1 Notes. On each Determination Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Group I Administration Agreement as to the amount to be withdrawn and paid pursuant to Section 5.4 from the Series 2006-1 Accrued Interest

Account to the extent funds are anticipated to be available from Interest Collections allocable to the Series 2006-1 Notes and the Series 2006-1 Interest Rate Hedge Proceeds processed from, but not including, the preceding Distribution Date through the succeeding Distribution Date in respect of (w) first, an amount equal to the Series 2006-1 Monthly Interest for the Series 2006-1 Interest Period ending on the day preceding the related Distribution Date, (x) second, an amount equal to the Series 2006-1 Interest Rate Hedge Payments payable on such Distribution Date, (y) third, an amount equal to the accrued and unpaid Commitment Fees for each Purchaser Group for the Series 2006-1 Interest Period ending on the day preceding the related Distribution Date, and (z) fourth, an amount equal to the amount of any unpaid Series 2006-1 Shortfall as of the preceding Distribution Date (together with any accrued interest on such Series 2006-1 Shortfall). On the following Distribution Date, the Trustee shall withdraw the amounts described in the first sentence of this Section 5.3(a) from the Series 2006-1 Accrued Interest Account and deposit such amounts in the Series 2006-1 Distribution Account.

(b) Withdrawals from Series 2006-1 Reserve Account. If the Administrator determines on any Distribution Date that the amounts available from the Series 2006-1 Accrued Interest Account are insufficient to pay the sum of (a) the amounts described in clauses (w), (x), (y) and (z) of Section 5.3(a) above on such Distribution Date and (b) during the Series 2006-1 Rapid Amortization Period, the Series 2006-1 Trustee Fees, the Series 2006-1 Disposition Agent Fees and the Series 2006-1 Back-up Administration Fees for such Distribution Date, the Administrator shall instruct the Trustee in writing to withdraw from the Series 2006-1 Reserve Account and deposit in the Series 2006-1 Distribution Account on such Distribution Date an amount equal to the lesser of the Series 2006-1 Available Reserve Account Amount and such insufficiency. The Trustee shall withdraw such amount from the Series 2006-1 Reserve Account and deposit such amount in the Series 2006-1 Distribution Account.

(c) Lease Payment Deficit Notice. On or before 10:00 a.m. (New York City time) on each Distribution Date, the Administrator shall notify the Trustee of the amount of any Series 2006-1 Lease Payment Deficit, such notification to be in the form of Exhibit C to this Series Supplement (each a "Lease Payment Deficit Notice").

(d) Draws on Series 2006-1 Letters of Credit For Series 2006-1 Lease Interest Payment Deficits. If the Administrator determines on any Distribution Date that there exists a Series 2006-1 Lease Interest Payment Deficit, the Administrator shall instruct the Trustee in writing to draw on the Series 2006-1 Letters of Credit, if any, and, the Trustee shall, by 12:00 noon (New York City time) on such Distribution Date draw an amount (identified by the Administrator) equal to the least of (i) such Series 2006-1 Lease Interest Payment Deficit, (ii) the excess, if any, of the sum of (A) the amounts described in clauses (w), (x), (y) and (z) of Section 5.3(a) above on such Distribution Date and (B) during the Series 2006-1 Rapid Amortization Period, the Series 2006-1 Trustee Fees, the Series 2006-1 Disposition Agent Fees and the Series 2006-1 Back-up Administration Fees for such Distribution Date over the amounts available from the Series 2006-1 Accrued Interest Account plus the amount withdrawn from the Series 2006-1 Reserve Account pursuant to Section 5.3(b) on such Distribution Date and (iii) the Series 2006-1 Letter of Credit Liquidity Amount, on the Series 2006-1 Letters of Credit by presenting

to each Series 2006-1 Letter of Credit Provider a draft accompanied by a Certificate of Lease Deficit Demand and shall cause the Lease Deficit Disbursements to be deposited in the Series 2006-1 Distribution Account on such Distribution Date for distribution in accordance with Section 5.4; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the lesser of (x) the Series 2006-1 Cash Collateral Percentage on such Distribution Date of the least of the amounts described in clauses (i), (ii) and (iii) above and (y) the Series 2006-1 Available Cash Collateral Account Amount on such Distribution Date and draw an amount equal to the remainder of such amount on the Series 2006-1 Letters of Credit.

(e) Balance. On or prior to the second Business Day preceding each Distribution Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Group I Administration Agreement to pay the balance (after making the payments required in Section 5.3(a)), if any, of the amounts available from the Series 2006-1 Accrued Interest Account as follows:

(i) first, to the Administrator, an amount equal to the Series 2006-1 Invested Percentage as of the beginning of such Series 2006-1 Interest Period of the Monthly Administration Fee payable by CPF (as specified in Section 5 of the Group I Administration Agreement) for such Series 2006-1 Interest Period;

(ii) second, during the Series 2006-1 Rapid Amortization Period, to the Group I Disposition Agent and/or the Group I Back-up Administrator, any Series 2006-1 Disposition Agent Fees and/or Series 2006-1 Back-up Administration Fees remaining unpaid after application of the Monthly Administration Fee pursuant to the Group I Back-up Administration Agreement;

(iii) third, to the Trustee, an amount equal to the Series 2006-1 Percentage as of the beginning of such Series 2006-1 Interest Period of the Trustee's fees for such Series 2006-1 Interest Period;

(iv) fourth, to the Series 2006-1 Distribution Account to pay any Article VIII Costs;

(v) fifth, to pay any Carrying Charges (other than Carrying Charges provided for above) to the Persons to whom such amounts are owed, an amount equal to the Series 2006-1 Percentage as of the beginning of such Series 2006-1 Interest Period of such Carrying Charges (other than Carrying Charges provided for above) for such Series 2006-1 Interest Period; and

(vi) sixth, the balance, if any, shall be treated as Principal Collections allocable to the Series 2006-1 Notes.

(f) Shortfalls. If the amounts described in Section 5.3 are insufficient to pay the Series 2006-1 Monthly Interest and the Commitment Fees of the Purchaser Groups on

any Distribution Date, payments of interest to the Series 2006-1 Noteholders and payments of Commitment Fees to the Purchaser Groups will be reduced on a pro rata basis by the amount of such deficiency. The aggregate amount, if any, of such deficiency on any Distribution Date shall be referred to as the “Series 2006-1 Shortfall.” Interest shall accrue on the Series 2006-1 Shortfall at the Alternate Base Rate plus 2% per annum.

Section 5.4 Payment of Note Interest and Commitment Fees.

On each Distribution Date, subject to Section 9.8 of the Base Indenture, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay to the Administrative Agent for the accounts of the Purchaser Groups from the Series 2006-1 Distribution Account the amounts deposited in the Series 2006-1 Distribution Account pursuant to Section 5.3. Upon the receipt of funds from the Paying Agent on each Distribution Date on account of Series 2006-1 Monthly Interest, the Administrative Agent shall pay to each Funding Agent with respect to a Purchaser Group an amount equal to the Monthly Funding Costs with respect to such Purchaser Group with respect to the Series 2006-1 Interest Period ending on the day preceding such Distribution Date plus the amount of any unpaid Series 2006-1 Shortfalls relating to unpaid Series 2006-1 Monthly Interest payable to such Purchaser Group as of the preceding Distribution Date, together with any interest thereon at the Alternate Base Rate plus 2% per annum. If the amount paid to the Administrative Agent on any Distribution Date pursuant to this Section 5.4 on account of Series 2006-1 Monthly Interest for the Series 2006-1 Interest Period ending on the day preceding such Distribution Date is less than such Series 2006-1 Monthly Interest, the Administrative Agent shall pay the amount available to the Funding Agents, on behalf of the Purchaser Groups, on a pro rata basis, based on the Monthly Funding Costs with respect to each Purchaser Group with respect to such Series 2006-1 Interest Period. Upon the receipt of funds from the Paying Agent on each Distribution Date on account of Commitment Fees, the Administrative Agent shall pay to each Funding Agent with respect to a Purchaser Group an amount equal to the Commitment Fee payable to such Purchaser Group with respect to the Series 2006-1 Interest Period ending on the day preceding such Distribution Date plus the amount of any unpaid Series 2006-1 Shortfalls relating to unpaid Commitment Fees payable to such Purchaser Group as of the preceding Distribution Date, together with any interest thereon at the Alternate Base Rate plus 2% per annum. If the amount paid to the Administrative Agent on any Distribution Date pursuant to this Section 5.4 on account of Commitment Fees is less than the Commitment Fees payable on such Distribution Date, the Administrative Agent shall pay the amount available to the Funding Agents, on behalf of the Purchaser Groups, on a pro rata basis, based on the Commitment Fee payable to each Purchaser Group on such Distribution Date. Upon the receipt of funds from the Trustee or the Paying Agent on any Distribution Date on account of Article VIII Costs, the Administrative Agent shall pay such amounts to the Funding Agent with respect to the CP Conduit Purchaser or the APA Bank owed such amounts. If the amounts paid to the Administrative Agent on any Distribution Date pursuant to Section 5.3(e) on account of Article VIII Costs are less than the Article VIII Costs due and payable on such Distribution Date, the Administrative Agent shall pay the amounts available to the Funding Agents with respect to the CP Conduit Purchasers and APA Banks owed such amounts, on a pro rata basis, based on the Article VIII Costs owing to such CP Conduit Purchasers and APA Banks. Due and unpaid Article VIII Costs owing to a Purchaser Group shall accrue interest at the Alternate Base Rate



plus 2%; provided that Article VIII Costs shall not be considered due until the first Distribution Date following five days notice to CPF and the Administrator of such Article VIII Costs.

Section 5.5 Payment of Note Principal.

(a) Monthly Principal Payments. On each Determination Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Group I Administration Agreement and in accordance with this Section 5.5 as to (i) the amount allocated to the Series 2006-1 Notes during the Related Month pursuant to Section 5.2(a)(ii) less (x) the amount thereof withdrawn for deposit into the Series 2006-1 Distribution Account and payment to the Series 2006-1 Terminating Purchasers pursuant to Section 5.2(b), (y) the amount thereof applied to make voluntary Decreases in the Series 2006-1 Invested Amount pursuant to Section 3.5 and (z) the amount thereof withdrawn from the Series 2006-1 Principal Subaccount and deposited into the Series 2006-1 Reserve Account pursuant to Section 5.2(b), in each case, on or prior to such Determination Date (the "Monthly Principal Payment Amount"), (ii) any amounts to be withdrawn from the Series 2006-1 Reserve Account and deposited into the Series 2006-1 Distribution Account or (iii) any amounts to be drawn on the Series 2006-1 Demand Notes and/or on the Series 2006-1 Letters of Credit (or withdrawn from the Series 2006-1 Cash Collateral Account). On the Distribution Date following each such Determination Date, the Trustee shall withdraw the Monthly Principal Payment Amount from the Series 2006-1 Principal Subaccount and deposit such amount in the Series 2006-1 Distribution Account, to be paid to the holders of the Series 2006-1 Notes.

(b) Decreases. On any Business Day prior to the occurrence of an Amortization Event with respect to the Series 2006-1 Notes on which a Decrease is to be made pursuant to Section 3.5, the Trustee shall withdraw from the Series 2006-1 Principal Subaccount in accordance with the written instructions of the Administrator an amount equal to the lesser of (i) the funds then allocated to the Series 2006-1 Principal Subaccount and (ii) the amount of such Decrease, and deposit such amount in the Series 2006-1 Distribution Account, to be paid to the Administrative Agent. Upon the receipt of funds on account of a Decrease from the Trustee, the Administrative Agent shall pay to each Funding Agent with respect to a Purchaser Group, such Purchaser Group's Pro Rata Share of the amount of such Decrease. Each Purchaser Group's share of the amount of any Decrease on any Business Day shall be allocated by such Purchaser Group first to reduce the Available CP Funding Amount with respect to such Purchaser Group and the Available APA Bank Funding Amount with respect to such Purchaser Group on such Business Day and then to reduce the portion of the Purchaser Group Invested Amount with respect to such Purchaser Group allocated to Eurodollar Tranches in such order as such Purchaser Group may select in order to minimize costs payable pursuant to Section 8.3.

(c) Principal Deficit Amount. On each Distribution Date on which the Series 2006-1 Principal Deficit Amount is greater than zero or the Administrator determines that there exists a Series 2006-1 Lease Principal Payment Deficit, amounts shall be transferred to the Series 2006-1 Distribution Account as follows:

(i) Reserve Account Withdrawal. The Administrator shall instruct the Trustee in writing prior to 12:00 noon (New York City time) on such Distribution Date, in the case of a Series 2006-1 Lease Principal Payment Deficit or a Series 2006-1

Principal Deficit Amount resulting from a Series 2006-1 Lease Payment Deficit, or prior to 12:00 noon (New York City time) on the second Business Day prior to such Distribution Date, in the case of any other Series 2006-1 Principal Deficit Amount, to withdraw from the Series 2006-1 Reserve Account, an amount equal to the lesser of (x) the Series 2006-1 Available Reserve Account Amount and (y) the greater of (1) such Series 2006-1 Principal Deficit Amount and (2) such Series 2006-1 Lease Principal Payment Deficit and deposit it in the Series 2006-1 Distribution Account on such Distribution Date or such second Business Day prior to such Distribution Date, as applicable.

(ii) Principal Draws on Series 2006-1 Letters of Credit. If the Administrator determines on any Distribution Date that there exists a Series 2006-1 Lease Principal Payment Deficit, the Administrator shall instruct the Trustee in writing to draw on the Series 2006-1 Letters of Credit, if any, as provided below. Upon receipt of a notice by the Trustee from the Administrator in respect of a Series 2006-1 Lease Principal Payment Deficit on or prior to 11:00 a.m. (New York City time) on a Distribution Date, the Trustee shall, by 12:00 noon (New York City time) on such Distribution Date draw an amount as set forth in such notice equal to the least of (a) the amount by which the Series 2006-1 Lease Principal Payment Deficit on such Distribution Date exceeds the amount to be deposited in the Series 2006-1 Distribution Account in accordance with clause (i) of this Section 5.5(c) on such Distribution Date, (b) the excess, if any, of (x) the Permitted Principal Draw Amount as of such Distribution Date (taking into account, for purpose of calculating such amount, the Series 2006-1 Lease Principal Payment Deficit on such Distribution Date) over (y) the aggregate amount, if any, drawn on the Series 2006-1 Letters of Credit and/or withdrawn from the Series 2006-1 Cash Collateral Account in accordance with clause (iv) of this Section 5.5(c) with respect to the related Distribution Date and (c) the Series 2006-1 Letter of Credit Liquidity Amount on the Series 2006-1 Letters of Credit by presenting to each Series 2006-1 Letter of Credit Provider a draft accompanied by a Certificate of Lease Deficit Demand and shall cause the Lease Deficit Disbursements to be deposited in the Series 2006-1 Distribution Account on such Distribution Date; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the Series 2006-1 Cash Collateral Percentage on such Distribution Date of the least of the amounts described in clauses (a), (b) and (c) above and draw an amount equal to the remainder of the least of the amounts described in clauses (a), (b) and (c) above on the Series 2006-1 Letters of Credit.

(iii) Demand Note Draw. If on any Determination Date, the Administrator determines that the Series 2006-1 Principal Deficit Amount on the next succeeding Distribution Date (even assuming that there is no Series 2006-1 Lease Principal Payment Deficit on such Distribution Date) will be greater than zero and there are any Series 2006-1 Letters of Credit or amounts on deposit in the Series 2006-1 Cash Collateral Account on such date, prior to 10:00 a.m. (New York City time) on the second Business Day prior to such Distribution Date, the Administrator shall instruct the Trustee in writing to make a demand (a "Demand Notice") substantially in the form attached hereto

as Exhibit D on BRAC demanding payment of an amount equal to the lesser of (A) the Series 2006-1 Principal Deficit Amount less the amount deposited or to be deposited in the Series 2006-1 Distribution Account in accordance with clause (i) of this Section 5.5(c) on such Business Day and (B) the Series 2006-1 Letter of Credit Amount. The Trustee shall, prior to 12:00 noon (New York City time) on the second Business Day preceding such Distribution Date, deliver such Demand Notice to BRAC; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to BRAC shall have occurred and be continuing, the Trustee shall not be required to deliver such Demand Notice to BRAC. The Trustee shall cause the proceeds of any demand on the Series 2006-1 Demand Note to be deposited into the Series 2006-1 Distribution Account.

(iv) Letter of Credit Draw. In the event that either (x) on or prior to 10:00 a.m. (New York City time) on the Business Day prior to a Distribution Date, BRAC shall have failed to pay to the Trustee or deposit in the Series 2006-1 Distribution Account the amount specified in a Demand Notice delivered pursuant to clause (iii) of this Section 5.5(c) in whole or in part or (y) due to the occurrence of an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to BRAC, the Trustee shall not have delivered such Demand Notice to BRAC on the second Business Day preceding such Distribution Date, then, in the case of (x) or (y) the Trustee shall on such Business Day draw on the Series 2006-1 Letters of Credit an amount equal to the least of (a) Series 2006-1 Letter of Credit Amount, (b) the Permitted Principal Draw Amount on such Business Day (assuming for the purpose of calculating such amount that there will not be a Series 2006-1 Lease Principal Payment Deficit on the related Distribution Date) and (c) the aggregate amount that BRAC failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) by presenting to each Series 2006-1 Letter of Credit Provider a draft accompanied by a Certificate of Unpaid Demand Note Demand; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the Series 2006-1 Cash Collateral Percentage on such Business Day of the least of the amounts described in clauses (a), (b) and (c) above and draw an amount equal to the remainder of the least of the amounts described in clauses (a), (b) and (c) above on the Series 2006-1 Letters of Credit. The Trustee shall deposit, or cause the deposit of, the proceeds of any draw on the Series 2006-1 Letters of Credit and the proceeds of any withdrawal from the Series 2006-1 Cash Collateral Account into the Series 2006-1 Distribution Account.

(d) Series 2006-1 Termination Date. The entire Series 2006-1 Invested Amount shall be due and payable on the Series 2006-1 Termination Date. In connection therewith:

(i) Reserve Account Withdrawal. If, after giving effect to the deposit into the Series 2006-1 Distribution Account of the amount to be deposited in accordance with Section 5.5(a), together with any amounts to be deposited therein in accordance with

Section 5.5(c) on the Series 2006-1 Termination Date, the amount to be deposited in the Series 2006-1 Distribution Account with respect to the Series 2006-1 Termination Date is or will be less than the Series 2006-1 Invested Amount, then, prior to 12:00 noon (New York City time) on the second Business Day prior to the Series 2006-1 Termination Date, the Administrator shall instruct the Trustee in writing to withdraw from the Series 2006-1 Reserve Account, an amount equal to the lesser of the Series 2006-1 Available Reserve Account Amount and such insufficiency and deposit it in the Series 2006-1 Distribution Account on the Series 2006-1 Termination Date.

(ii) Demand Note Draw. If the amount to be deposited in the Series 2006-1 Distribution Account in accordance with Section 5.5(a) together with any amounts to be deposited therein in accordance with Section 5.5(c) and Section 5.5(d)(i) on the Series 2006-1 Termination Date is less than the Series 2006-1 Invested Amount, and there are any Series 2006-1 Letters of Credit or amounts on deposit in the Series 2006-1 Cash Collateral Account on such date, then, prior to 10:00 a.m. (New York City time) on the second Business Day prior to the Series 2006-1 Termination Date, the Administrator shall instruct the Trustee in writing to deliver a Demand Notice to BRAC for payment under the Series 2006-1 Demand Notes in an amount equal to the lesser of (i) such insufficiency and (ii) the Series 2006-1 Letter of Credit Amount. The Trustee shall, prior to 12:00 noon (New York City time) on the second Business Day preceding the Series 2006-1 Termination Date, deliver such Demand Notice to ABCR; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to BRAC shall have occurred and be continuing, the Trustee shall not be required to deliver such Demand Notice to BRAC. The Trustee shall cause the proceeds of any demand on the Series 2006-1 Demand Notes to be deposited into the Series 2006-1 Distribution Account.

(iii) Letter of Credit Draw. In the event that either (x) on or prior to 10:00 a.m. (New York City time) on the Business Day immediately preceding any Distribution Date next succeeding any date on which a Demand Notice has been transmitted by the Trustee to BRAC pursuant to clause (ii) of this Section 5.5(d) BRAC shall have failed to pay to the Trustee or deposit into the Series 2006-1 Distribution Account the amount specified in such Demand Notice in whole or in part or (y) due to the occurrence of an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to BRAC, the Trustee shall not have delivered such Demand Notice to BRAC on the second Business Day preceding the Series 2006-1 Termination Date, then, in the case of (x) or (y) the Trustee shall draw on the Series 2006-1 Letters of Credit by 12:00 noon (New York City time) on such Business Day an amount equal to the least of (a) the amount that BRAC failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder), (b) the Series 2006-1 Letter of Credit Amount on such Business Day and (c) the Permitted Principal Draw Amount on such Business Day, by presenting to each Series 2006-1 Letter of Credit Provider a draft accompanied by a Certificate of Unpaid Demand Note Demand; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall

withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the Series 2006-1 Cash Collateral Percentage on such Business Day of the least of the amounts described in clauses (a), (b) and (c) above and draw an amount equal to the remainder of the least of the amounts described in clauses (a), (b) and (c) above on the Series 2006-1 Letters of Credit. The Trustee shall deposit, or cause the deposit of, the proceeds of any draw on the Series 2006-1 Letters of Credit and the proceeds of any withdrawal from the Series 2006-1 Cash Collateral Account into the Series 2006-1 Distribution Account.

(e) Post-Series 2006-1 Termination Date Draws on Series 2006-1 Letter of Credit. If on the Business Day immediately preceding any Distribution Date after the Series 2006-1 Termination Date (x) the Series 2006-1 Invested Amount remains outstanding and, after giving effect to the deposit into the Series 2006-1 Distribution Account of the amount to be deposited in accordance with Section 5.5(a), the amount deposited in the Series 2006-1 Distribution Account with respect to such Distribution Date is or will be less than the Series 2006-1 Invested Amount, (y) there are any Series 2006-1 Letters of Credit or amounts on deposit in the Series 2006-1 Cash Collateral Account on such date and (z) the amount drawn on the Series 2006-1 Letters of Credit (and/or withdrawn from the Series 2006-1 Cash Collateral Account) in respect of the prior Distribution Date was limited to the Permitted Principal Draw Amount, then the Trustee shall draw on the Series 2006-1 Letters of Credit by 12:00 noon (New York City time) on such Business Day an amount equal to the least of (a) the Series 2006-1 Invested Amount on such Business Day after giving effect to the payment of the amounts deposited into the Series 2006-1 Distribution Account in accordance with Section 5.5(a), (b) the Permitted Principal Draw Amount as of such Business Day, (c) the Post-Termination Date Cumulative Undrawn Amount as of such Business Day and (d) the Series 2006-1 Letter of Credit Amount on such Business Day by presenting to each Series 2006-1 Letter of Credit Provider a draft accompanied by a Certificate of Unpaid Demand Note Demand; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the Series 2006-1 Cash Collateral Percentage on such Business Day of the least of the amounts described in clauses (a), (b), (c) and (d) above and draw an amount equal to the remainder of the least of the amounts described in clauses (a), (b), (c) and (d) above on the Series 2006-1 Letters of Credit. The Trustee shall deposit, or cause the deposit of, the proceeds of any draw on the Series 2006-1 Letters of Credit and the proceeds of any withdrawal from the Series 2006-1 Cash Collateral Account into the Series 2006-1 Distribution Account.

(f) Distribution. On each Distribution Date, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, (i) pay to the Administrative Agent for the accounts of the Purchaser Groups from the Series 2006-1 Distribution Account the amount deposited therein pursuant to Section 5.5(a), (c), (d) and/or (e) or (ii) pay to the Administrative Agent for the account of the applicable Purchaser Groups constituting the Series 2006-1 Terminating Purchasers from the Series 2006-1 Distribution Account the amount deposited therein pursuant to Section 5.2(b). Upon the receipt of funds from the Trustee pursuant to Sections 5.5(a), (c), (d) and/or (e) on any Distribution Date, the Administrative Agent shall pay to each Funding Agent with respect to a Purchaser Group, such Purchaser Group's Pro Rata

Share of such funds. Upon the receipt of funds from the Trustee pursuant to Sections 5.2(b) on any Distribution Date, the Administrative Agent shall pay to each Funding Agent with respect to a Series 2006-1 Terminating Purchaser, such Series 2006-1 Terminating Purchasers Pro Rata Share of such funds. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, no principal amount repaid to a Purchaser Group hereunder may be reborrowed under Section 3.3 or otherwise.

Section 5.6 Administrator's Failure to Instruct the Trustee to Make a Deposit or Payment. If the Administrator fails to give notice or instructions to make any payment from the Group I Collection Account or deposit into the Collection Account (which amount is to be further credited to the Group I Collection Account) or the Group I Collection Account required to be given by the Administrator, at the time specified in the Group I Administration Agreement or any other Series 2006-1 Related Document (including applicable grace periods), the Trustee shall make such payment or deposit into or from the Collection Account or Group I Collection Account, as the case may be, without such notice or instruction from the Administrator, provided that the Administrator, upon request of the Trustee, promptly provides the Trustee with all information necessary to allow the Trustee to make such a payment or deposit. When any payment or deposit hereunder or under any other Series 2006-1 Related Document is required to be made by the Trustee or the Paying Agent at or prior to a specified time, the Administrator shall deliver any applicable written instructions with respect thereto reasonably in advance of such specified time.

Section 5.7 Series 2006-1 Reserve Account. (a) Establishment of Series 2006-1 Reserve Account. CPF shall establish and maintain in the name of the Trustee for the benefit of the Series 2006-1 Noteholders, or cause to be established and maintained, an account (the "Series 2006-1 Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2006-1 Noteholders. The Series 2006-1 Reserve Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Reserve Account; provided that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below "BBB-" by S&P or "Baa2" by Moody's, then CPF shall, within 30 days of such reduction, establish a new Series 2006-1 Reserve Account with a new Qualified Institution. If the Series 2006-1 Reserve Account is not maintained in accordance with the previous sentence, CPF shall establish a new Series 2006-1 Reserve Account, within ten (10) Business Days after obtaining knowledge of such fact, which complies with such sentence, and shall instruct the Trustee in writing to transfer all cash and investments from the non-qualifying Series 2006-1 Reserve Account into the new Series 2006-1 Reserve Account. Initially, the Series 2006-1 Reserve Account shall be established with The Bank of New York Mellon Trust Company, N.A.; provided that if the Series 2006-1 Reserve Account is established with any other institution, CPF shall cause such institution to enter into an agreement in form and substance reasonably satisfactory to the Administrative Agent establishing "control" within the meaning of Section 8-106 of the New York UCC by the Trustee over the Series 2006-1 Reserve Account, including agreements by such institution to (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1

Reserve Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Reserve Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(b) Administration of the Series 2006-1 Reserve Account. The Administrator may instruct the institution maintaining the Series 2006-1 Reserve Account to invest funds on deposit in the Series 2006-1 Reserve Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2006-1 Reserve Account is held with the Paying Agent, then such investment may mature on such Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2006-1 Reserve Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Securities Intermediary; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Securities Intermediary pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Securities Intermediary by causing the Securities Intermediary to become the registered holder of such securities. The Trustee shall, at the expense of CPF, take such action as is required to maintain the Trustee's security interest in the Permitted Investments credited to the Series 2006-1 Reserve Account. CPF shall not direct the Trustee to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the purchase price of such Permitted Investments. In the absence of written investment instructions hereunder, funds on deposit in the Series 2006-1 Reserve Account shall remain uninvested.

(c) Earnings from Series 2006-1 Reserve Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2006-1 Reserve Account shall be deemed to be on deposit therein and available for distribution.

(d) Series 2006-1 Reserve Account Constitutes Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the Note Obligations with respect to the Series 2006-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, all of CPF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2006-1 Reserve Account, including any security entitlement thereto; (ii) all funds on deposit therein from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the Series 2006-1 Reserve Account or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in the Series 2006-1 Reserve Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2006-1 Reserve Account, the

funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the “Series 2006-1 Reserve Account Collateral”). The Trustee shall possess all right, title and interest in and to all funds on deposit from time to time in the Series 2006-1 Reserve Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2006-1 Reserve Account. The Series 2006-1 Reserve Account Collateral shall be under the sole dominion and control of the Trustee for the benefit of the Series 2006-1 Noteholders. The Securities Intermediary hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Reserve Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Reserve Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iii) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(e) Preference Amount Withdrawals from the Series 2006-1 Reserve Account or the Series 2006-1 Cash Collateral Account. If a member of a Purchaser Group notifies the Trustee in writing of the existence of a Preference Amount, then, subject to the satisfaction of the conditions set forth in the next succeeding sentence, on the Business Day on which those conditions are first satisfied, the Trustee shall withdraw from either (x) on or prior to the Series 2006-1 Letter of Credit Termination Date, the Series 2006-1 Reserve Account or (y) after the Series 2006-1 Letter of Credit Termination Date, the Series 2006-1 Cash Collateral Account and pay to the Funding Agent for such member an amount equal to such Preference Amount. Prior to any withdrawal from the Series 2006-1 Reserve Account or the Series 2006-1 Cash Collateral Account pursuant to this Section 5.7(e), the Trustee shall have received (i) a certified copy of the order requiring the return of such Preference Amount; (ii) an opinion of counsel satisfactory to the Trustee that such order is final and not subject to appeal; and (iii) a release as to any claim against CPF by the Purchaser Group for any amount paid in respect of such Preference Amount. On the Business Day after the Series 2006-1 Letter of Credit Termination Date, the Trustee shall transfer the amount on deposit in the Series 2006-1 Reserve Account to the Series 2006-1 Cash Collateral Account.

(f) Series 2006-1 Reserve Account Surplus. In the event that the Series 2006-1 Reserve Account Surplus on any Distribution Date, after giving effect to all withdrawals from the Series 2006-1 Reserve Account, is greater than zero, the Trustee, acting in accordance with the written instructions of the Administrator pursuant to the Group I Administration Agreement, shall withdraw from the Series 2006-1 Reserve Account an amount equal to the Series 2006-1 Reserve Account Surplus and shall pay such amount to CPF.

(g) Termination of Series 2006-1 Reserve Account. Upon the termination of the Indenture pursuant to Section 11.1 of the Base Indenture, the Trustee, acting in accordance with the written instructions of the Administrator, after the prior payment of all amounts owing to the Series 2006-1 Noteholders and payable from the Series 2006-1 Reserve Account as provided herein, shall withdraw from the Series 2006-1 Reserve Account all amounts on deposit therein for payment to CPF.



Section 5.8 Series 2006-1 Letters of Credit and Series 2006-1 Cash Collateral Account.

(a) Series 2006-1 Letters of Credit and Series 2006-1 Cash Collateral Account Constitute Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the Note Obligations with respect to the Series 2006-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, all of CPF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) each Series 2006-1 Letter of Credit; (ii) the Series 2006-1 Cash Collateral Account, including any security entitlement thereto; (iii) all funds on deposit in the Series 2006-1 Cash Collateral Account from time to time; (iv) all certificates and instruments, if any, representing or evidencing any or all of the Series 2006-1 Cash Collateral Account or the funds on deposit therein from time to time; (v) all investments made at any time and from time to time with monies in the Series 2006-1 Cash Collateral Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (vi) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2006-1 Cash Collateral Account, the funds on deposit therein from time to time or the investments made with such funds; and (vii) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (ii) through (vii) are referred to, collectively, as the "Series 2006-1 Cash Collateral Account Collateral"). The Trustee shall, for the benefit of the Series 2006-1 Noteholders, possess all right, title and interest in all funds on deposit from time to time in the Series 2006-1 Cash Collateral Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2006-1 Cash Collateral Account. The Series 2006-1 Cash Collateral Account shall be under the sole dominion and control of the Trustee for the benefit of the Series 2006-1 Noteholders. The Securities Intermediary hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Cash Collateral Account; (ii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Cash Collateral Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iii) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(b) Series 2006-1 Letter of Credit Expiration Date. If prior to the date which is ten (10) days prior to the then scheduled Series 2006-1 Letter of Credit Expiration Date with respect to any Series 2006-1 Letter of Credit, excluding the amount available to be drawn under such Series 2006-1 Letter of Credit but taking into account each substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect on such date, the Series 2006-1 Enhancement Amount would be equal to or more than the Series 2006-1 Required Enhancement Amount, the Series 2006-1 Liquid Enhancement Amount would be equal to or more than the Series 2006-1 Required Liquid Enhancement Amount and the Series 2006-1 Letter of Credit Liquidity Amount would be equal to or greater than the Series 2006-1 Required Letter of Credit Liquidity Amount, then the Administrator shall notify the Trustee in writing no later than two Business Days prior to such

Series 2006-1 Letter of Credit Expiration Date of such determination. If prior to the date which is ten (10) days prior to the then scheduled Series 2006-1 Letter of Credit Expiration Date with respect to any Series 2006-1 Letter of Credit, excluding the amount available to be drawn under such Series 2006-1 Letter of Credit but taking into account a substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect on such date, the Series 2006-1 Enhancement Amount would be less than the Series 2006-1 Required Enhancement Amount, the Series 2006-1 Liquid Enhancement Amount would be less than the Series 2006-1 Required Liquid Enhancement Amount or the Series 2006-1 Letter of Credit Liquidity Amount would be less than the Series 2006-1 Required Letter of Credit Liquidity Amount, then the Administrator shall notify the Trustee in writing no later than two Business Days prior to such Series 2006-1 Letter of Credit Expiration Date of (x) the greater of (A) the excess, if any, of the Series 2006-1 Required Enhancement Amount over the Series 2006-1 Enhancement Amount, excluding the available amount under such expiring Series 2006-1 Letter of Credit but taking into account any substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect, on such date, (B) the excess, if any, of the Series 2006-1 Required Liquid Enhancement Amount over the Series 2006-1 Liquid Enhancement Amount, excluding the available amount under such expiring Series 2006-1 Letter of Credit but taking into account any substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect, on such date, and (C) the excess, if any, of the Series 2006-1 Required Letter of Credit Liquidity Amount over the Series 2006-1 Letter of Credit Liquidity Amount, excluding the available amount under such expiring Series 2006-1 Letter of Credit but taking into account any substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect, on such date, and (y) the amount available to be drawn on such expiring Series 2006-1 Letter of Credit on such date. Upon receipt of such notice by the Trustee on or prior to 10:00 a.m. (New York City time) on any Business Day, the Trustee shall, by 12:00 p.m. (New York City time) on such Business Day (or, in the case of any notice given to the Trustee after 10:00 a.m. (New York City time), by 12:00 p.m. (New York City time) on the next following Business Day), draw the lesser of the amounts set forth in clauses (x) and (y) above on such expiring Series 2006-1 Letter of Credit by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2006-1 Cash Collateral Account.

If the Trustee does not receive the notice from the Administrator described in the first paragraph of this Section 5.8(b) on or prior to the date that is two (2) Business Days prior to each Series 2006-1 Letter of Credit Expiration Date, the Trustee shall, by 12:00 p.m. (New York City time) on such Business Day draw the full amount of such Series 2006-1 Letter of Credit by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2006-1 Cash Collateral Account.

(c) Series 2006-1 Letter of Credit Providers. The Administrator shall notify the Trustee in writing within one Business Day of becoming aware that (i) the long-term senior unsecured debt credit rating of any Series 2006-1 Letter of Credit Provider has fallen below "A" as determined by Standard & Poor's or "A2" as determined by Moody's or (ii) the short-term senior unsecured debt credit rating of any Series 2006-1 Letter of Credit Provider has fallen

below “A-1” as determined by Standard & Poor’s or “P-1” as determined by Moody’s. At such time the Administrator shall also notify the Trustee of (i) the greatest of (A) the excess, if any, of the Series 2006-1 Required Enhancement Amount over the Series 2006-1 Enhancement Amount, excluding the available amount under the Series 2006-1 Letter of Credit issued by such Series 2006-1 Letter of Credit Provider, on such date, (B) the excess, if any, of the Series 2006-1 Required Liquid Enhancement Amount over the Series 2006-1 Liquid Enhancement Amount, excluding the available amount under the Series 2006-1 Letter of Credit issued by such Series 2006-1 Letter of Credit Provider, on such date, and (C) the excess, if any, of the Series 2006-1 Required Letter of Credit Liquidity Amount over the Series 2006-1 Letter of Credit Liquidity Amount, excluding the available amount under such Series 2006-1 Letter of Credit, on such date, and (ii) the amount available to be drawn on such Series 2006-1 Letter of Credit on such date. Upon receipt of such notice by the Trustee on or prior to 10:00 a.m. (New York City time) on any Business Day, the Trustee shall, by 12:00 p.m. (New York City time) on such Business Day (or, in the case of any notice given to the Trustee after 10:00 a.m. (New York City time), by 12:00 p.m. (New York City time) on the next following Business Day), draw on such Series 2006-1 Letter of Credit in an amount equal to the lesser of the amounts in clause (i) and clause (ii) of the immediately preceding sentence on such Business Day by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2006-1 Cash Collateral Account.

(d) Draws on the Series 2006-1 Letters of Credit. If there is more than one Series 2006-1 Letter of Credit on the date of any draw on the Series 2006-1 Letters of Credit pursuant to the terms of this Series Supplement, the Administrator shall instruct the Trustee, in writing, to draw on each Series 2006-1 Letter of Credit in an amount equal to the LOC Pro Rata Share of the Series 2006-1 Letter of Credit Provider issuing such Series 2006-1 Letter of Credit of the amount of such draw on the Series 2006-1 Letters of Credit.

(e) Establishment of Series 2006-1 Cash Collateral Account. On or prior to the Series 2006-1 Closing Date, CPF shall establish and maintain in the name of the Trustee for the benefit of the Series 2006-1 Noteholders, or cause to be established and maintained, an account (the “Series 2006-1 Cash Collateral Account”), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2006-1 Noteholders. The Series 2006-1 Cash Collateral Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Cash Collateral Account; provided that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below “BBB-” by S&P or “Baa3” by Moody’s, then CPF shall, within 30 days of such reduction, establish a new Series 2006-1 Cash Collateral Account with a new Qualified Institution or a new segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Cash Collateral Account. If a new Series 2006-1 Cash Collateral Account is established, CPF shall instruct the Trustee in writing to transfer all cash and investments from the non-qualifying Series 2006-1 Cash Collateral Account into the new Series 2006-1 Cash Collateral Account. Initially, the Series 2006-1 Cash Collateral Account shall be established with The Bank of New York Mellon Trust Company, N.A.;

provided that if the Series 2006-1 Cash Collateral Account is established with any other institution, CPF shall cause such institution to enter into an agreement in form and substance reasonably satisfactory to the Administrative Agent establishing “control” within the meaning of Section 8-106 of the New York UCC by the Trustee over the Series 2006-1 Cash Collateral Account, including agreements by such institution to (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Cash Collateral Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Cash Collateral Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iii) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(f) Administration of the Series 2006-1 Cash Collateral Account. CPF may instruct (by standing instructions or otherwise) the institution maintaining the Series 2006-1 Cash Collateral Account to invest funds on deposit in the Series 2006-1 Cash Collateral Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2006-1 Cash Collateral Account is held with the Paying Agent, in which case such investment may mature on such Distribution Date so long as such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2006-1 Cash Collateral Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Securities Intermediary; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Securities Intermediary pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Securities Intermediary by causing the Trustee to become the registered holder of such securities. The Securities Intermediary shall, at the expense of CPF, take such action as is required to maintain the Trustee’s security interest in the Permitted Investments credited to the Series 2006-1 Cash Collateral Account. CPF shall not direct the Securities Intermediary to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of principal of such Permitted Investment. In the absence of written investment instructions hereunder, funds on deposit in the Series 2006-1 Cash Collateral Account shall remain uninvested.

(g) Earnings from Series 2006-1 Cash Collateral Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2006-1 Cash Collateral Account shall be deemed to be on deposit therein and available for distribution.

(h) Series 2006-1 Cash Collateral Account Surplus. In the event that the Series 2006-1 Cash Collateral Account Surplus on any Distribution Date (or, after the Series 2006-1 Letter of Credit Termination Date, on any date) is greater than zero, the Trustee, acting in accordance with the written instructions of the Administrator, shall withdraw from the Series 2006-1 Cash Collateral Account an amount equal to the Series 2006-1 Cash Collateral Account Surplus and shall pay such amount: first, to the Series 2006-1 Letter of Credit Providers to the

extent of any unreimbursed drawings under the related Series 2006-1 Reimbursement Agreement, for application in accordance with the provisions of the related Series 2006-1 Reimbursement Agreement, and, second, to CPF any remaining amount.

(i) Termination of Series 2006-1 Cash Collateral Account. Upon the termination of this Series Supplement in accordance with its terms, the Trustee, acting in accordance with the written instructions of the Administrator, after the prior payment of all amounts owing to the Series 2006-1 Noteholders and payable from the Series 2006-1 Cash Collateral Account as provided herein, shall withdraw from the Series 2006-1 Cash Collateral Account all amounts on deposit therein (to the extent not withdrawn pursuant to Section 5.8(h) above) and shall pay such amounts: first, to the Series 2006-1 Letter of Credit Providers to the extent of any unreimbursed drawings under the related Series 2006-1 Reimbursement Agreement, for application in accordance with the provisions of the related Series 2006-1 Reimbursement Agreement, and, second, to CPF any remaining amount.

(j) Termination Date Demands on the Series 2006-1 Letters of Credit. Prior to 10:00 a.m. (New York City time) on the Business Day immediately succeeding the Series 2006-1 Letter of Credit Termination Date, the Administrator shall determine the Series 2006-1 Demand Note Payment Amount as of the Series 2006-1 Letter of Credit Termination Date. If the Series 2006-1 Demand Note Payment Amount is greater than zero, then the Administrator shall instruct the Trustee in writing to draw on the Series 2006-1 Letters of Credit prior to 11:00 a.m. (New York City time) on such Business Day. Upon receipt of any such notice by the Trustee on or prior to 11:00 a.m. (New York City time) on a Business Day, the Trustee shall, by 12:00 noon (New York City time) on such Business Day draw an amount equal to the lesser of (i) the excess of the Series 2006-1 Demand Note Payment Amount over the Series 2006-1 Available Reserve Account Amount (prior to giving effect to any transfer to the Series 2006-1 Cash Collateral Account pursuant to Section 5.7(e) on such date) and (ii) the Series 2006-1 Letter of Credit Liquidity Amount on the Series 2006-1 Letters of Credit by presenting to each Series 2006-1 Letter of Credit Provider a draft accompanied by a Certificate of Termination Date Demand; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall draw an amount equal to the product of (a) 100% minus the Series 2006-1 Cash Collateral Percentage and (b) the lesser of the amounts referred to in clause (i) or (ii) on such Business Day on the Series 2006-1 Letters of Credit as calculated by the Administrator and provided in writing to the Trustee. The Trustee shall cause the Termination Date Disbursement to be deposited in the Series 2006-1 Cash Collateral Account.

#### Section 5.9 Series 2006-1 Distribution Account.

(a) Establishment of Series 2006-1 Distribution Account. The Trustee shall establish and maintain in the name of the Trustee for the benefit of the Series 2006-1 Noteholders, or cause to be established and maintained, an account (the "Series 2006-1 Distribution Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2006-1 Noteholders. The Series 2006-1 Distribution Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Distribution Account; provided that, if at any time such Qualified Institution is no longer a Qualified Institution or the

credit rating of any securities issued by such depository institution or trust company shall be reduced to below “BBB-” by S&P or “Baa3” by Moody’s, then CPF shall, within 30 days of such reduction, establish a new Series 2006-1 Distribution Account with a new Qualified Institution. If the Series 2006-1 Distribution Account is not maintained in accordance with the previous sentence, CPF shall establish a new Series 2006-1 Distribution Account, within ten (10) Business Days after obtaining knowledge of such fact, which complies with such sentence, and shall instruct the Trustee in writing to transfer all cash and investments from the non-qualifying Series 2006-1 Distribution Account into the new Series 2006-1 Distribution Account. Initially, the Series 2006-1 Distribution Account shall be established with The Bank of New York Mellon Trust Company, N.A.; provided that if the Series 2006-1 Distribution Account is established with any other institution, CPF shall cause such institution to enter into an agreement in form and substance reasonably satisfactory to the Administrative Agent establishing “control” within the meaning of Section 8-106 of the New York UCC by the Trustee over the Series 2006-1 Distribution Account, including agreements by such institution to (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Distribution Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Cash Collateral Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iii) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(b) Administration of the Series 2006-1 Distribution Account. The Administrator may instruct the institution maintaining the Series 2006-1 Distribution Account to invest funds on deposit in the Series 2006-1 Distribution Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2006-1 Distribution Account is held with the Paying Agent, then such investment may mature on such Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2006-1 Distribution Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Securities Intermediary; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Securities Intermediary pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Securities Intermediary by causing the Securities Intermediary to become the registered holder of such securities. The Trustee shall, at the expense of CPF, take such action as is required to maintain the Trustee’s security interest in the Permitted Investments credited to the Series 2006-1 Distribution Account. CPF shall not direct the Trustee to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the purchase price of such Permitted Investments. In the absence of written investment instructions hereunder, funds on deposit in the Series 2006-1 Distribution Account shall remain uninvested.

(c) Earnings from Series 2006-1 Distribution Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2006-1 Distribution Account shall be deemed to be on deposit and available for distribution.

(d) Series 2006-1 Distribution Account and Certain Other Accounts Constitute Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the Note Obligations with respect to the Series 2006-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, all of CPF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2006-1 Distribution Account, the Series 2006-1 Collection Account, the Series 2006-1 Principal Subaccount and the Series 2006-1 Accrued Interest Account, including in each case, any security entitlement thereto; (ii) all funds on deposit in the foregoing accounts from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the foregoing accounts or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in any of the foregoing accounts, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any of the foregoing accounts, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the "Series 2006-1 Other Account Collateral"). The Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Series 2006-1 Distribution Account, the Series 2006-1 Collection Account, the Series 2006-1 Principal Subaccount and the Series 2006-1 Accrued Interest Account and in and to all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the foregoing accounts. The Series 2006-1 Other Account Collateral shall be under the sole dominion and control of the Trustee for the benefit of the Series 2006-1 Noteholders. The Securities Intermediary hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Distribution Account, the Series 2006-1 Collection Account, the Series 2006-1 Principal Subaccount and the Series 2006-1 Accrued Interest Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to any of the foregoing accounts shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iii) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

Section 5.10 Series 2006-1 Accounts Permitted Investments. CPF shall not, and shall not permit, funds on deposit in the Series 2006-1 Accounts to be invested in:

- (a) Permitted Investments that do not mature at least one Business Day before the next Distribution Date;
- (b) demand deposits, time deposits or certificates of deposit with a maturity in excess of 360 days;

- (c) commercial paper which is not rated “P-1” by Moody’s;
- (d) money market funds or eurodollar time deposits which are not rated “Aaa” and “P-1” by Moody’s;
- (e) eurodollar deposits that are not rated “P-1” by Moody’s or that are with financial institutions not organized under the laws of a G-7 nation; or
- (f) any investment, instrument or security not otherwise listed in clause (i) through (vi) of the definition of “Permitted Investments” in the Base Indenture.

Section 5.11 Series 2006-1 Demand Notes Constitute Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the obligations with respect to the Series 2006-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, all of CPF’s right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2006-1 Demand Notes; (ii) all certificates and instruments, if any, representing or evidencing the Series 2006-1 Demand Notes; and (iii) all proceeds of any and all of the foregoing, including, without limitation, cash. On the date hereof, CPF shall deliver to the Trustee, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Demand Note, endorsed in blank. The Trustee, for the benefit of the Series 2006-1 Noteholders, shall be the only Person authorized to make a demand for payments on the Series 2006-1 Demand Notes.

Section 5.12 Series 2006-1 Interest Rate Hedges.

(a) On or before the thirtieth day following the Series 2006-1 Closing Date, CPF shall enter into one or more interest rate protection agreements (each a “Series 2006-1 Interest Rate Hedge”) in form and substance acceptable to the Administrative Agent, from a Qualified Interest Rate Hedge Counterparty, having an aggregate notional amount at least equal to the Series 2006-1 Invested Amount.

(b) On each Distribution Date, the aggregate notional amount of all Series 2006-1 Interest Rate Hedges with Qualified Interest Rate Hedge Counterparties or with Counterparties who, if they are not Qualified Interest Rate Hedge Counterparties, shall have complied with their obligations described in Section 5.12(c), maintained by CPF shall be at least equal to the Series 2006-1 Invested Amount on such Distribution Date, after giving effect to any payments of principal made pursuant to Section 5.5(e) on such Distribution Date.

(c) If, at any time, an Interest Rate Hedge Counterparty is not a Qualified Interest Rate Hedge Counterparty, then CPF shall cause the Interest Rate Hedge Counterparty within 30 days following such occurrence, at the Interest Rate Hedge Counterparty’s expense, to do one of the following (the choice of such action to be determined by the Interest Rate Hedge Counterparty) (i) obtain a replacement interest rate hedge on the same terms as the Series 2006-1 Interest Rate Hedge from a Qualified Interest Rate Hedge Counterparty and simultaneously with such replacement CPF shall terminate the Series 2006-1 Interest Rate Hedge being replaced, (ii) obtain a guaranty from, or contingent agreement of, another person who qualifies as a Qualified



Interest Rate Hedge Counterparty to honor the Interest Rate Hedge Counterparty's obligations under the Series 2006-1 Interest Rate Hedge in form and substance satisfactory to the Administrative Agent or (iii) post and maintain collateral satisfactory to the Administrative Agent; provided that no termination of the Series 2006-1 Interest Rate Hedge shall occur until CPF has entered into a replacement Interest Rate Hedge.

(d) To secure payment of all obligations to the Series 2006-1 Noteholders, CPF grants a security interest in, and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, all of CPF's right, title and interest in the Series 2006-1 Interest Rate Hedges and all proceeds thereof (the "Series 2006-1 Interest Rate Hedge Collateral"). CPF shall require all Series 2006-1 Interest Rate Hedge Proceeds to be paid to, and the Trustee shall allocate all Series 2006-1 Interest Rate Hedge Proceeds to, the Series 2006-1 Accrued Interest Account of the Series 2006-1 Collection Account.

## ARTICLE VI

### AMORTIZATION EVENTS

In addition to the Amortization Events set forth in Section 9.1 of the Base Indenture, any of the following shall be an Amortization Event with respect to the Series 2006-1 Notes and collectively shall constitute the Amortization Events set forth in Section 9.1(1) of the Base Indenture with respect to the Series 2006-1 Notes (without notice or other action on the part of the Trustee or any holders of the Series 2006-1 Notes):

(a) CPF defaults in the payment of any interest on, principal of or premium on, the Series 2006-1 Notes (or any other payment on the Series 2006-1 Notes) when the same becomes due and payable and such default continues for a period of two (2) Business Days with respect to a default in the payment of interest or premium, or one (1) Business Day with respect to a default in the payment of principal;

(b) a Series 2006-1 Enhancement Deficiency shall exist and continue to exist for at least two (2) Business Days; provided, however, that such event or condition shall not be an Amortization Event if during such two (2) Business Day period such Series 2006-1 Enhancement Deficiency shall have been cured in accordance with the terms and conditions of the Indenture and the Series 2006-1 Related Documents;

(c) a Series 2006-1 Liquid Enhancement Deficiency shall exist and continue to exist for at least two (2) Business Days; provided, however, that such event or condition shall not be an Amortization Event if during such two (2) Business Day period such insufficiency shall have been cured in accordance with the terms and conditions of the Indenture and the Series 2006-1 Related Documents;

(d) the Collection Account, the Group I Collection Account, the Series 2006-1 Collection Account, the Series 2006-1 Principal Subaccount, the Series 2006-1 Accrued Interest Account, the Series 2006-1 Distribution Account or the Series 2006-1 Reserve Account shall be subject to an injunction, estoppel or other stay or a Lien (other than Liens permitted under the Series 2006-1 Related Documents);

(e) the Series 2006-1 Invested Amount shall not have been reduced to zero on or prior to the Series 2006-1 Termination Date;

(f) any Series 2006-1 Letter of Credit shall not be in full force and effect for at least two (2) Business Days and either (x) a Series 2006-1 Enhancement Deficiency would result from excluding such Series 2006-1 Letter of Credit from the Series 2006-1 Enhancement Amount or (y) a Series 2006-1 Liquid Enhancement Deficiency would result from excluding such Series 2006-1 Letter of Credit from the Series 2006-1 Liquid Enhancement Amount;

(g) from and after the funding of the Series 2006-1 Cash Collateral Account, the Series 2006-1 Cash Collateral Account shall be subject to an injunction, estoppel or other stay or a Lien (other than Liens permitted under the Series 2006-1 Related Documents) for at least two (2) Business Days and either (x) a Series 2006-1 Enhancement Deficiency would result from excluding the Series 2006-1 Available Cash Collateral Account Amount from the Series 2006-1 Enhancement Amount or (y) a Series 2006-1 Liquid Enhancement Deficiency would result from excluding such Series 2006-1 Available Cash Collateral Amount from the Series 2006-1 Liquid Enhancement Amount;

(h) an Event of Bankruptcy shall have occurred with respect to any Series 2006-1 Letter of Credit Provider or any Series 2006-1 Letter of Credit Provider repudiates its Series 2006-1 Letter of Credit or refuses to honor a proper draw thereon and either (x) a Series 2006-1 Enhancement Deficiency would result from excluding such Series 2006-1 Letter of Credit from the Series 2006-1 Enhancement Amount or (y) a Series 2006-1 Liquid Enhancement Deficiency would result from excluding such Series 2006-1 Letter of Credit from the Series 2006-1 Liquid Enhancement Amount;

(i) a Borrowing Base Deficiency shall occur and continue for at least seven (7) days;

(j) CPF fails to maintain the Series 2006-1 Interest Rate Hedges in accordance with Sections 5.12(a) and (b) and the Series 2006-1 Related Documents for at least two Business Days;

(k) CPF defaults in the payment of any amount payable hereunder when the same becomes due and payable or fails to make any deposits required hereunder and, in any such case, such default continues for a period of two (2) Business Days

(l) On or before the 45<sup>th</sup> day following the Series 2006-1 Closing Date, the Certificates of Title to all of the Group I CPF Trucks that are Eligible Trucks subject to the lien of the Indenture on such date, shall not be in the possession of the Administrator as agent of the Trustee pursuant to Section 2(b) of the Group I Administration Agreement with the title of CPF and the lien of the Trustee in each case noted thereon;

(m) CPF fails to deliver the Agreed Upon Procedures Letter pursuant to Section 9.2(c) to the Administrative Agent within 45 days of the Series 2006-1 Closing Date;

(n) CPF fails to obtain and deliver to the Trustee and Administrative Agent, within six weeks of the Closing Date, evidence of confirmation of qualification of CPF to do business in each State in the United States of America and the District of Columbia in the form as issued by each such State and the District of Columbia;

(o) any final and unappealable (or, if capable of appeal, such appeal is not being diligently pursued or enforcement thereof has not been stayed) judgment or order for the payment of money in excess of \$100,000 which is not fully covered by insurance is rendered against CPF and such judgment or order continues unsatisfied and unstayed for a period of thirty (30) days;

(p) (i) Consolidated Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Guarantor ending with any fiscal quarter set forth below (commencing with the fiscal quarter ending September 30, 2010) shall exceed the ratio set forth below opposite such fiscal quarter:

<u>Fiscal Quarter ending</u>	<u>Consolidated Leverage Ratio</u>
September 30, 2010	5.75 to 1.00
December 31, 2010	5.50 to 1.00
March 31, 2011	5.50 to 1.00
June 30, 2011	5.25 to 1.00
September 30, 2011	5.00 to 1.00
December 31, 2011	4.75 to 1.00
March 31, 2012	4.75 to 1.00
June 30, 2012	4.75 to 1.00
September 30, 2012	4.50 to 1.00
December 31, 2012	4.50 to 1.00
March 31, 2013	4.50 to 1.00
June 30, 2013	4.50 to 1.00
September 30, 2013	4.25 to 1.00
December 31, 2013	4.25 to 1.00
March 31, 2014	4.25 to 1.00

or (ii) the Consolidated Interest Coverage Ratio for any period of four consecutive fiscal quarters of the Guarantor ending with any fiscal quarter set forth below (commencing with the fiscal quarter ending September 30, 2010), shall be less than the ratio set forth below opposite such fiscal quarter:

<u>Fiscal Quarter ending</u>	<u>Consolidated Interest Coverage Ratio</u>
September 30, 2010	1.30 to 1.00
December 31, 2010	1.35 to 1.00
March 31, 2011	1.40 to 1.00
June 30, 2011	1.45 to 1.00
September 30, 2011	1.55 to 1.00
December 31, 2011	1.60 to 1.00
March 31, 2012	1.60 to 1.00
June 30, 2012	1.65 to 1.00
September 30, 2012	1.70 to 1.00
December 31, 2012	1.70 to 1.00
March 31, 2013	1.70 to 1.00
June 30, 2013	1.70 to 1.00
September 30, 2013	1.75 to 1.00
December 31, 2013	1.75 to 1.00
March 31, 2014	1.75 to 1.00

In the case of an event described in (j), (k), (l), (m), (n), (o) or (p), an Amortization Event with respect to the Series 2006-1 Notes shall have occurred with respect to the Series 2006-1 Notes only if the Trustee or the Series 2006-1 Required Noteholders declare that an Amortization Event has occurred. In the case of an event described in the (a), (b), (c), (d), (e), (f), (g), (h) or (i), an Amortization Event with respect to the Series 2006-1 Notes shall have occurred without any notice or other action on the part of the Trustee or any Series 2006-1 Noteholders, immediately upon the occurrence of such event.

Upon the occurrence of an Amortization Event with respect to the Series 2006-1 Notes, (i) interest shall accrue on such amounts at the Alternate Base Rate plus 2% per annum on all unpaid principal of the Series 2006-1 Notes, together with all accrued and unpaid interest thereon and other amounts payable hereunder and (ii) all Collections shall be allocated and distributed to the Series 2006-1 Noteholders in accordance with Article V hereof.

## ARTICLE VII

### CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Effectiveness of Series Supplement. The Original Series 2006-1 Supplement became effective on the date (the "Effective Date") on which all of the following conditions precedent were satisfied:

(a) Documents. The Administrative Agent shall have received copies for each CP Conduit Purchaser and the Funding Agent and the APA Banks with respect to such CP Conduit Purchaser, each executed and delivered in form and substance satisfactory to it of (i) the Base Indenture, executed by a duly authorized officer of each of CPF and the Trustee, (ii) this Series Supplement, executed by a duly authorized officer of each of CPF, the Administrator, the Trustee, the Administrative Agent, the Funding Agents, the CP Conduit Purchasers and the APA Banks, (iii) the Fee Letter, executed by a duly authorized officer of CPF, (iv) the Group I CPF Lease, executed by a duly authorized officer of each of BTR, the Guarantor, the Administrator and CPF, (v) the Group I Administration Agreement, executed by a duly authorized officer of each of CPF, the Administrator and the Trustee, and (vi) the Collection Account Control Agreement, executed by a duly authorized officer of each of the parties thereto.

(b) Corporate Documents; Proceedings of CPF, the Administrator, Lessee and the Guarantor. The Administrative Agent shall have received, with a copy for each CP Conduit Purchaser and the Funding Agent and the APA Banks with respect to such CP Conduit Purchaser, from CPF, the Administrator, BTR, and the Guarantor true and complete copies of:

(i) to the extent applicable, the certificate of incorporation or certificate of formation, including all amendments thereto, of such Person, certified as of a recent date by the Secretary of State or other appropriate authority of the state of incorporation or organization, as the case may be, and a certificate of compliance, of status or of good standing, as and to the extent applicable, of each such Person as of a recent date, from the Secretary of State or other appropriate authority of such jurisdiction;

(ii) a certificate of the Secretary or an Assistant Secretary of such Person, dated on or prior to the Effective Date and certifying (A) that attached thereto is a true and complete copy of the bylaws, limited liability company agreement or partnership agreement of such Person, as the case may be, as in effect on the Series 2006-1 Closing Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of the resolutions, in form and substance reasonably satisfactory to each Funding Agent, of the Board of Directors or Managers of such Person or committees thereof authorizing the execution, delivery and performance of this Series Supplement and the Series 2006-1 Related Documents to which it is a party and the transactions contemplated thereby, and that such resolutions have not been amended, modified, revoked or rescinded and are in full force and effect, (C) that the certificate of incorporation or certificate of formation of such Person has not been amended since the date of the last amendment thereto shown on the certificate of good standing (or its equivalent) furnished pursuant to clause (i) above and (D) as to the incumbency and specimen signature of each officer or authorized signatory executing this Series Supplement and the Series 2006-1 Related Documents or any other document delivered in connection herewith or therewith on behalf of such Person; and

(iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above.

(c) Representations and Warranties. All representations and warranties of each of CPF, the Administrator, BTR, and the Guarantor contained in the Indenture and each of the Series 2006-1 Related Documents shall be true and correct as of the Series 2006-1 Closing Date.

(d) No Amortization Event or Potential Amortization Event. No Amortization Event or Potential Amortization Event in respect of the Series 2006-1 Notes or any other Series of Notes shall exist and, after giving effect to the issuance of the Series 2006-1 Notes, no Amortization Event or Potential Amortization Event shall exist.

(e) Series 2006-1 Enhancement Deficiency. After giving effect to the issuance of the Series 2006-1 Notes, no Series 2006-1 Enhancement Deficiency shall exist.

(f) Lien Searches. The Administrative Agent shall have received a written search report listing all effective financing statements that name CPF or BTR as debtor or assignor and that are filed in the State of Delaware and in any other jurisdictions that the Administrative Agent determines are necessary or appropriate, together with copies of such financing statements, and tax and judgment lien searches showing no such liens that are not permitted by the Base Indenture, this Series Supplement or the Series 2006-1 Related Documents.

(g) Legal Opinions. The Administrative Agent shall have received, with a counterpart addressed to each CP Conduit Purchaser and the Funding Agent, the Program Support Provider and the APA Banks with respect to such CP Conduit Purchaser and the Trustee, opinions of counsel required by Section 2.2(b) of the Base Indenture and opinions of counsel with respect to such other matters as may be reasonably requested by any Funding Agent, in form and substance reasonably acceptable to the addressees thereof and their counsel.

(h) Fees and Expenses. Each Funding Agent with respect to a CP Conduit Purchaser shall have received payment of all fees, out-of-pocket expenses and other amounts due and payable to such CP Conduit Purchaser or the APA Banks with respect to such CP Conduit Purchaser on or before the Effective Date.

(i) Establishment of Accounts. The Administrative Agent shall have received written evidence reasonably satisfactory to it that the Collection Account, the Group I Collection Account (and the Series 2006-1 Collection Account, the Series 2006-1 Reserve Account, Series 2006-1 Principal Subaccount and the Series 2006-1 Accrued Interest Account as administrative subaccounts within the Group I Collection Account), the Series 2006-1 Cash Collateral Account and the Series 2006-1 Distribution Account shall have been established in accordance with the terms and provisions of the Indenture.

(j) Opinion. The Administrative Agent shall have received, with a counterpart addressed to each CP Conduit Purchaser and the Funding Agent, the Program Support Provider and the APA Banks with respect such CP Conduit Purchaser, an opinion of counsel to the Trustee as to the due authorization, execution and delivery by the Trustee of this Series Supplement and the due execution, authentication and delivery by the Trustee of the Series 2006-1 Notes.

(k) Trust Schedules. The Administrative Agent shall have received a copy of Attachment A and Attachment B to the Group I CPF Lease at least two Business Days prior to the Series 2006-1 Closing Date.

(l) Commercial Paper Ratings. The Administrative Agent shall have received confirmation of the ratings of the Commercial Paper of each of the CP Conduit

Purchasers requiring such confirmation after giving effect to their respective investments in the Series 2006-1 Notes.

(m) Filings. The Administrative Agent shall have received (i) executed originals of any documents (including, without limitation, financing statements) required to be filed in each jurisdiction necessary to perfect (A) CPF's interest in the Group I CPF Trucks and the related property acquired pursuant to the Group I CPF Lease and (B) the security interest of the Trustee in the Collateral and the Group I Collateral (other than copies of all documents filed with the appropriate office within the State of Oklahoma pursuant to the Oklahoma Vehicle License and Registration Act, Title 47, Okla. Stat. §§1101 et seq., to obtain Certificates of Title to all Group I CPF Trucks that are Eligible Trucks indicating that CPF holds title to such Group I CPF Trucks and noting the lien of the Trustee thereon) and (ii) evidence reasonably satisfactory to it of each such filing and reasonably satisfactory evidence of the payment of any necessary fee or tax relating thereto.

(n) Release of Liens. Each Funding Agent shall have received evidence satisfactory to it of the release of the Group I CPF Trucks from any existing Liens.

(o) Proceedings. All corporate and other proceedings and all other documents and legal matters in connection with the transactions contemplated by the Series 2006-1 Related Documents shall be satisfactory in form and substance to each Funding Agent and its counsel.

Section 7.2 Conditions Precedent to Effectiveness of Supplement.

This Supplement shall become effective on the date (the "Second Restatement Effective Date") on which the following conditions precedent shall have been satisfied:

(a) Documents. The Administrative Agent shall have received copies in form and substance satisfactory to it of: (i) this Supplement; (ii) each Series 2006-1 Letter of Credit in effect on the Second Restatement Effective Date, if any, executed by a duly authorized officer of the applicable Series 2006-1 Letter of Credit Provider; and (iii) each Series 2006-1 Interest Rate Hedge in effect on the Second Restatement Effective Date, executed by a duly authorized officer of CPF and the applicable Interest Rate Hedge Counterparty satisfying the requirements of Section 5.12.

(b) Corporate Documents; Proceedings of CPF, the Administrator, Lessee and the Guarantor. The Administrative Agent shall have received, with a copy for each CP Conduit Purchaser and the Funding Agent and the APA Banks with respect to such CP Conduit Purchaser, from CPF, the Administrator, BTR, and the Guarantor true and complete copies of:

(i) to the extent applicable, the certificate of incorporation or certificate of formation, including all amendments thereto, of such Person, certified as of a recent date by the Secretary of State or other appropriate authority of the state of incorporation or organization, as the case may be, and a certificate

of compliance, of status or of good standing, as and to the extent applicable, of each such Person as of a recent date, from the Secretary of State or other appropriate authority of such jurisdiction;

(ii) a certificate of the Secretary or an Assistant Secretary of such Person, dated on or prior to the Second Restatement Effective Date and certifying (A) that attached thereto is a true and complete copy of the bylaws, limited liability company agreement or partnership agreement of such Person, as the case may be, as in effect on the Second Restatement Effective Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of the resolutions, in form and substance reasonably satisfactory to each Funding Agent, of the Board of Directors or Managers of such Person or committees thereof authorizing the execution, delivery and performance of this Series Supplement and the Series 2006-1 Related Documents to which it is a party and the transactions contemplated thereby, and that such resolutions have not been amended, modified, revoked or rescinded and are in full force and effect, (C) that the certificate of incorporation or certificate of formation of such Person has not been amended since the date of the last amendment thereto shown on the certificate of good standing (or its equivalent) furnished pursuant to clause (i) above and (D) as to the incumbency and specimen signature of each officer or authorized signatory executing this Series Supplement and the Series 2006-1 Related Documents or any other document delivered in connection herewith or therewith on behalf of such Person; and

(iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above.

(c) Representations and Warranties. All representations and warranties of each of CPF, the Administrator, BTR, and the Guarantor contained in the Indenture and each of the Series 2006-1 Related Documents shall be true and correct as of the Second Restatement Effective Date.

(d) No Amortization Event or Potential Amortization Event. No Amortization Event or Potential Amortization Event in respect of the Series 2006-1 Notes or any other Series of Notes shall exist and, after giving effect to the transactions occurring on the Second Restatement Effective Date, no Amortization Event or Potential Amortization Event shall exist.

(e) Fees and Expenses. Each Funding Agent with respect to a CP Conduit Purchaser shall have received payment of all fees, out-of-pocket expenses and other amounts due and payable to such CP Conduit Purchaser or the APA Banks with respect to such CP Conduit Purchaser on or before the Second Restatement Effective Date.

(f) Rating Agency Condition. The Administrative Agent shall have received a copy of a letter, in form and substance satisfactory to it, from Moody's confirming that



Moody's rating for the Series 2006-1 Notes is not less than "Aa2". Each of the CP Conduit Purchasers, APA Banks and Funding Agents agrees that, notwithstanding anything to the contrary in the Base Indenture or the First A&R Series 2006-1 Supplement, the receipt of the letter described in the first sentence of this 7.2(f) shall satisfy the Rating Agency Condition with respect to the Series 2006-1 Notes in connection with the amendment of the First A&R Series 2006-1 Supplement effected by this Supplement.

(g) Certificates and Opinions. All certificates and opinions of counsel required under the Base Indenture or reasonably requested by the Series 2006-1 Noteholders shall have been delivered to the Trustee and to the Series 2006-1 Noteholders, as applicable, including, without limitation, an Opinion of Counsel, relating to the perfection of the Trustee's Lien on the Group I CPF Trucks upon compliance with the applicable Titling Procedures (which condition may be satisfied by delivery of a letter in form and substance reasonably satisfactory to each Series 2006-1 Noteholder from the law firm Hall, Estill confirming, as of the date hereof, the conclusions in the opinion delivered to the Trustee on May 16, 2007 relating to such perfection procedures).

(h) Series 2006-1 Enhancement Deficiency. After giving effect to the transactions occurring on the Second Restatement Effective Date, no Series 2006-1 Enhancement Deficiency shall exist.

(i) Truck Schedules. The Administrative Agent shall have received a copy of (x) the Eligible Truck Appendix, as amended and/or supplemented as of the date thereof and (y) the Approved Contribution Appendix.

## ARTICLE VIII

### CHANGE IN CIRCUMSTANCES

#### Section 8.1 Increased Costs.

(a) If any Change in Law (except with respect to Taxes which shall be governed by Section 8.2) shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Affected Party (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(ii) impose on any Affected Party or the London interbank market any other condition affecting the Indenture or the Series 2006-1 Related Documents or the funding of Eurodollar Tranches by such Affected Party; and the result of any of the foregoing shall be to increase the cost to such Affected Party of making, converting into, continuing or maintaining Eurodollar Tranches (or maintaining its obligation to do so) or to reduce any amount received or receivable by such Affected Party hereunder or in connection herewith (whether principal, interest or otherwise), then CPF shall pay to such Affected

Party such additional amount or amounts as will compensate such Affected Party for such additional costs incurred or reduction suffered.

(b) If any Affected Party determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Affected Party's capital or the capital of any corporation controlling such Affected Party as a consequence of its obligations hereunder to a level below that which such Affected Party or such corporation could have achieved but for such Change in Law (taking into consideration such Affected Party's or such corporation's policies with respect to capital adequacy), then from time to time, CPF shall pay to such Affected Party such additional amount or amounts as will compensate such Affected Party for any such reduction suffered.

(c) A certificate of an Affected Party setting forth the amount or amounts necessary to compensate such Affected Party as specified in subsections (a) and (b) of this Section 8.1 shall be delivered to CPF (with a copy to the Administrative Agent and the Funding Agent with respect to such Affected Party) and shall be conclusive absent manifest error. Any payments made by CPF pursuant to this Section 8.1 shall be made solely from funds available in the Series 2006-1 Distribution Account for the payment of Article VIII Costs, shall be non-recourse other than with respect to such funds, and shall not constitute a claim against CPF to the extent that insufficient funds exist to make such payment. The agreements in this Section shall survive the termination of this Series Supplement and the Base Indenture and the payment of all amounts payable hereunder and thereunder.

(d) Failure or delay on the part of an Affected Party to demand compensation pursuant to this Section 8.1 shall not constitute a waiver of such Affected Party's right to demand such compensation; provided that CPF shall not be required to compensate any Affected Party pursuant to this Section 8.1 for any increased costs or reductions incurred more than 270 days prior to the date that such Affected Party notifies CPF of the Change in Law giving rise to such increased costs or reductions and of such Affected Party's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270 day period referred to above shall be extended to include the period of retroactive effect thereof.

#### Section 8.2 Taxes.

(a) Any and all payments by or on account of any obligation of CPF hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if CPF shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) subject to Section 8.2(c) below, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8.2) the recipient receives an amount equal to the sum that it would have received had no such deductions been made, (ii) CPF shall make such deductions and (iii) CPF shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, CPF shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) CPF shall indemnify the Administrative Agent, each Funding Agent, each Program Support Provider and each member of each Purchaser Group within the later of 10 days after written demand therefor and the Distribution Date next following such demand for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Funding Agent, such Program Support Provider or such member of such Purchaser Group on or with respect to any payment by or on account of any obligation of CPF hereunder or under the Indenture (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 8.2) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that no Person shall be indemnified pursuant to this Section 8.2(c) or entitled to receive additional amounts under the proviso of Section 8.2(a) to the extent that the reason for such indemnification results from the failure by such Person to comply with the provisions of Section 8.2(e) or (g). A certificate as to the amount of such payment or liability delivered to CPF by the Administrative Agent, any Funding Agent, any Program Support Provider or any member of any Purchaser Group shall be conclusive absent manifest error. Any payments made by CPF pursuant to this Section 8.2 shall be made solely from funds available in the Series 2006-1 Distribution Account for the payment of Article VIII Costs, shall be non-recourse other than with respect to such funds, and shall not constitute a claim against CPF to the extent that insufficient funds exist to make such payment. The agreements in this Section shall survive the termination of this Series Supplement and the Base Indenture and the payment of all amounts payable hereunder and thereunder.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by CPF to a Governmental Authority, CPF shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) The Administrative Agent, each Funding Agent, each member of each Purchaser Group and each Program Support Provider, if entitled to an exemption from or reduction of an Indemnified Tax or Other Tax with respect to payments made hereunder or under the Indenture shall (to the extent legally able to do so) deliver to CPF (with a copy to the Administrative Agent) such properly completed and executed documentation prescribed by applicable law and reasonably requested by CPF on the later of (i) 30 Business Days after such request is made and the applicable forms are provided to the Administrative Agent, such Funding Agent, such member of such Purchaser Group or such Program Support Provider or (ii) 30 Business Days before prescribed by applicable law as will permit such payments to be made without withholding or with an exemption from or reduction of Indemnified Taxes or Other Taxes.

(f) If the Administrative Agent, any Funding Agent, any Program Support Provider or any member of any Purchaser Group receives a refund solely in respect of Indemnified Taxes or Other Taxes, it shall pay over such refund to CPF to the extent that it has already received indemnity payments or additional amounts pursuant to this Section 8.2 with respect to such Indemnified Taxes or Other Taxes giving rise to the refund, net of all out-of-pocket expenses and without interest (other than interest paid by the relevant Governmental

Authority with respect to such refund); provided, however, that CPF shall, upon request of the Administrative Agent, such Funding Agent, such Program Support Provider or such member of such Purchaser Group, repay such refund (plus interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Funding Agent, such Program Support Provider or such member of such Purchaser Group if the Administrative Agent, such Funding Agent, such Program Support Provider or such member of such Purchaser Group is required to repay such refund to such Governmental Authority. Nothing contained herein shall require the Administrative Agent, any Funding Agent, any Program Support Provider or any member of any Purchaser Group to make its tax returns (or any other information relating to its taxes which it deems confidential) available to CPF or any other Person.

(g) The Administrative Agent, each Funding Agent, each Program Support Provider and each member of each Purchaser Group (other than any such entity which is a domestic corporation) shall:

(i) upon or prior to becoming a party hereto, deliver to CPF and the Administrative Agent two (2) duly completed copies of IRS Form W-8BEN, W-8ECI or W-9, or successor applicable forms or documents, as the case may be, establishing a complete exemption from withholding of United States federal income taxes or backup withholding taxes with respect to payments under the Series 2006-1 Notes and this Series Supplement;

(ii) deliver to CPF and the Administrative Agent two (2) further copies of any such form or certification establishing a complete exemption from withholding of United States federal income taxes or backup withholding taxes with respect to payments under the Series 2006-1 Notes and this Series Supplement on or before the date that any such form or certification expires or becomes obsolete and after the occurrence of any event requiring a change in the most recent form previously delivered by it to CPF; and

(iii) obtain such extensions of time for filing and completing such forms or certifications as may reasonably be requested by CPF and the Administrative Agent;

unless, in any such case, any change in treaty, law or regulation has occurred after the Series 2006-1 Closing Date (or, if later, the date the Administrative Agent, such Funding Agent, such Program Support Provider or such member of such Purchaser Group becomes an indemnified party hereunder) and prior to the date on which any such delivery would otherwise be required which renders the relevant form inapplicable or which would prevent the Administrative Agent, such Funding Agent, such Program Support Provider or such member of such Purchaser Group from duly completing and delivering the relevant form with respect to it, and the Administrative Agent, such Funding Agent, such Program Support Provider or such member of such Purchaser Group so advises CPF and the Administrative Agent.

(h) If a beneficial or equity owner of the Administrative Agent, a Funding Agent, a Program Support Provider or a member of a Purchaser Group (instead of the Administrative Agent, the Funding Agent, the Program Support Provider or the member of the Purchaser Group itself) is required under United States federal income tax law or the terms of a relevant treaty to provide IRS Form W-8BEN, W-8ECI or W-9, or any successor applicable

forms or documents, as the case may be, in order to claim an exemption from withholding of United States federal income taxes or backup withholding taxes, then each such beneficial owner or equity owner shall be considered to be the Administrative Agent, a Funding Agent, a Program Support Provider or a member of a Purchaser Group for purposes of Section 8.2(g).

(i) CPF shall deliver to the Administrative Agent two properly completed and duly executed copies of U.S. Internal Revenue Service Form W-9. Such forms shall be delivered on or before the Restatement Effective Date. In addition, CPF shall deliver such forms to the Administrative Agent upon request or a reasonable period of time before the invalidity of any form previously delivered by CPF.

Section 8.3 Break Funding Payments. CPF agrees to indemnify each Purchaser Group and to hold each Purchaser Group harmless from any loss or expense which such Purchaser Group may sustain or incur as a consequence of (a) the failure by CPF to accept any Increase or the failure of the continuation or conversion of a Eurodollar Tranche to occur after CPF has given irrevocable notice requesting the same in accordance with the provisions of this Series Supplement, (b) the conversion into or continuation of a Eurodollar Tranche that occurs other than on the last day of the applicable Eurodollar Period, (c) default by CPF in making any prepayment in connection with a Decrease after CPF has given irrevocable notice thereof in accordance with the provisions of Section 3.5 or any Increase not being continued as, or converted into, an Increase under the Eurodollar Tranche after a request for such an Advance has been made in accordance with the terms contained herein, or (d) the making of a prepayment of a Eurodollar Tranche (including, without limitation, any Decrease) prior to the termination of the Eurodollar Period for such Eurodollar Tranche, as the case may be, or the making of a Decrease on a date other than as specified in any notice of a Decrease or in a greater amount than contained in any notice of a Decrease. Such indemnification shall include an amount determined by the Funding Agent with respect to such Purchaser Group and shall equal (a) in the case of the losses or expenses associated with a Eurodollar Tranche, either (x) the excess, if any, of (i) such Purchaser Group's cost of funding the amount so prepaid or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of the Eurodollar Period (or in the case of a failure to borrow, convert or continue, the Eurodollar Period that would have commenced on the date of such prepayment or of such failure), as the case may be, over (ii) the amount of interest earned by such Purchaser Group upon redeployment of an amount of funds equal to the amount prepaid or not borrowed, converted or continued for a comparable period or (y) if such Purchaser Group is able to terminate the funding source before its scheduled maturity, any costs associated with such termination and (b) in the case of the losses or expenses incurred by a CP Conduit Purchaser, the losses and expenses incurred by such CP Conduit Purchaser in connection with the liquidation or reemployment of deposits or other funds acquired by such CP Conduit Purchaser as a result of a failure to accept an Increase, a default in the making of a Decrease or the making of a Decrease in an amount or on a date not contained in a notice of a Decrease. Notwithstanding the foregoing, any payments made by CPF pursuant to this subsection shall be made solely from funds available in the Series 2006-1 Distribution Account for the payment of Article VIII Costs, shall be non-recourse other than with respect to such funds, and shall not constitute a claim against CPF to the extent that such funds are insufficient to make such payment. This covenant shall survive the termination of this Series Supplement and the Base Indenture and the payment

of all amounts payable hereunder and thereunder. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by any Funding Agent on behalf of a Purchaser Group to CPF shall be conclusive absent manifest error.

Section 8.4 Alternate Rate of Interest. If prior to the commencement of any Eurodollar Period:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Eurodollar Period, or

(b) the Administrative Agent is advised by any APA Bank that the Adjusted LIBO Rate for such Eurodollar Period will not adequately and fairly reflect the cost to such APA Bank of making or maintaining the Eurodollar Tranches during such Eurodollar Period,

then the Administrative Agent shall promptly give telecopy or telephonic notice thereof to CPF and the Trustee, whereupon until the Administrative Agent notifies CPF and the Trustee that the circumstances giving rise to such notice no longer exist, the Available APA Bank Funding Amount with respect to any Purchaser Group (in the case of clause (a) above) or with respect to the related Purchaser Group (in the case of clause (b) above) shall not be allocated to any Eurodollar Tranche.

Section 8.5 Mitigation Obligations. If an Affected Party requests compensation under Section 8.1, or if CPF is required to pay any additional amount to any Purchaser Group or any Governmental Authority for the account of any Purchaser Group pursuant to Section 8.2, then, upon written notice from CPF, such Affected Party or Purchaser Group, as the case may be, shall use commercially reasonable efforts to designate a different lending office for funding or booking its obligations hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, which pays a price for such assignment which is acceptable to such Purchaser Group and its assignee, in the judgment of such Affected Party or Purchaser Group, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 8.1 or 8.2, as the case may be, in the future and (ii) would not subject such Affected Party or Purchaser Group to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Affected Party or Purchaser Group. CPF hereby agrees to pay all reasonable costs and expenses incurred by such Affected Party or Purchaser Group in connection with any such designation or assignment.

## ARTICLE IX

### REPRESENTATIONS AND WARRANTIES, COVENANTS

Section 9.1 Representations and Warranties of CPF and the Administrator.

(a) CPF and the Administrator each hereby represents and warrants to the Trustee, the Administrative Agent, each Funding Agent, each CP Conduit Purchaser and each APA Bank that:

(i) each and every of their respective representations and warranties contained in the Series 2006-1 Related Documents is true and correct as of the Series 2006-1 Closing Date, as of the Series 2006-1 Initial Funding Date, as of the Series 2006-1 Transfer Issuance Date, as of the First Restatement Effective Date and as of the Second Restatement Effective Date and is true and correct in all material respects as of each Increase Date; provided, that, with respect to the representation of CPF in Section 7.14 of the Base Indenture regarding the notation of the Trustee's Lien for the benefit of the Secured Parties on the Certificate of Title for any CPF Truck as of the Series 2006-1 Closing Date, such representation shall be deemed to be true and correct as of any such date on or before June 25, 2006 so long as the Titling Procedures with respect to such Group I CPF Truck have been satisfied; provided, further, that, with respect to the representation of CPF in Section 7.14 of the Base Indenture regarding the notation of the Trustee's Lien for the benefit of the Secured Parties on the Certificate of Title for any Group I CPF Truck as of the Second Restatement Effective Date, such representation shall be subject to the proviso set forth in the definition of "Eligible Truck";

(ii) as of the Series 2006-1 Closing Date, as of the Series 2006-1 Transfer Issuance Date, as of the First Restatement Effective Date and as of the Second Restatement Effective Date, they have not engaged, in connection with the offering of the Series 2006-1 Notes, in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act; and

(iii) each is solvent and is not the subject of any voluntary or involuntary case or proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy or insolvency law both before and after giving effect to the transactions contemplated herein and in the Series 2006-1 Related Documents.

(b) CPF hereby represents and warrants to the Trustee, the Administrative Agent, each Funding Agent, each CP Conduit Purchaser and each APA Bank that each of the Series 2006-1 Notes has been duly authorized and executed by CPF, and when duly authenticated by the Trustee and delivered to the Funding Agents in accordance with the terms of this Series Supplement, will constitute legal, valid and binding obligations of CPF enforceable in accordance with their terms, except as enforceability thereof may be limited by bankruptcy, insolvency, or other similar laws relating to or affecting generally the enforcement of creditors' rights or by general equitable principles.

(c) CPF hereby represents and warrants to the Trustee, the Administrative Agent, each Funding Agent, each CP Conduit Purchaser and each APA Bank, as of the Series 2006-1 Closing Date, the Series 2006-1 Initial Funding Date, the First Restatement Effective Date, the Second Restatement Effective Date and each Increase Date, that assuming the accuracy of the representations and warranties of each CP Conduit Purchaser and APA Bank in Section 12.2, the Series 2006-1 Notes are exempt from registration under Section 4(2) of the Securities Act of 1933, as amended.

(d) CPF hereby represents and warrants to the Trustee, the Administrative Agent, each Funding Agent, each CP Conduit Purchaser and each APA Bank, as of the Series 2006-1 Closing Date, the Series 2006-1 Initial Funding Date, the First Restatement Effective Date, the Second Restatement Effective Date and each Increase Date, that with respect to each Group I CPF Truck included in the Borrowing Base, the Titling Procedures have been satisfied for such Group I CPF Truck and, as of any such date on or after June 25, 2006 and subject to the proviso set forth in the definition of "Eligible Truck", the Oklahoma Certificate of Title has been issued for such CPF Truck.

Section 9.2 Covenants of CPF and the Administrator. CPF and the Administrator hereby agree, in addition to their obligations hereunder, that:

(a) they shall observe in all material respects each and every of their respective covenants (both affirmative and negative) contained in the Base Indenture and all other Series 2006-1 Related Documents to which each is a party;

(b) they shall afford each Funding Agent with respect to a Purchaser Group, the Trustee or any representatives of any such Funding Agent or the Trustee access to all records relating to the Group I CPF Lease and the Group I CPF Trucks at any reasonable time during regular business hours, upon reasonable prior notice (and with one Business Day's prior notice if an Amortization Event with respect to the Series 2006-1 Notes shall have been deemed to have occurred or shall have been declared to have occurred), for purposes of inspection and shall permit such Funding Agent, the Trustee or any representative of such Funding Agent or the Trustee to visit any of CPF's or the Administrator's, as the case may be, offices or properties during regular business hours and as often as may reasonably be desired to discuss the business, operations, properties, financial and other conditions of CPF or the Administrator with their respective officers and employees and with their independent certified public accountants;

(c) no later than 45 days after the Series 2006-1 Closing Date, they shall provide to each Funding Agent, a report in form and substance acceptable to the Administrative Agent from a nationally-recognized auditing firm approved by the Administrative Agent regarding the performance by such auditing firm of the agreed upon procedures concerning the Group I CPF Trucks (the "Agreed Upon Procedures Letter");

(d) no later than 40 days after the Distribution Date in May of each year, unless such requirement is waived by the Administrative Agent, they shall provide to each Funding Agent a report in form and substance acceptable to the Administrative Agent from a nationally-recognized auditing firm approved by the Administrative Agent regarding the performance by such auditing firm of the agreed upon procedures concerning the Collateral;

(e) they shall furnish to the Paying Agent a Monthly Noteholders' Statement pursuant to Section 4.1(d) of the Base Indenture with respect to the Series 2006-1 Notes in a form acceptable to the Administrative Agent;



(f) they shall promptly provide such additional financial and other information with respect to the Series 2006-1 Related Documents, CPF, the Administrator, the Lessee or the Guarantor as the Administrative Agent may from time to time reasonably request;

(g) they shall provide to the Administrative Agent simultaneously with delivery to the Trustee copies of information furnished to the Trustee or CPF pursuant to the Series 2006-1 Related Documents as such information relates to all Group I Series of Notes generally or specifically to the Series 2006-1 Notes or the Series 2006-1 Collateral. The Administrative Agent shall distribute to the Funding Agents copies of all information delivered to it pursuant to this Section 9.2(g);

(h) they shall not agree to any amendment to the Base Indenture or any other Series 2006-1 Related Document, whether or not such amendment otherwise requires the consent of the Requisite Investors or the Requisite Group Investors with respect to the Group I Series of Notes, without having received the prior written consent of the Series 2006-1 Required Noteholders; and

(i) that CPF shall cause the Trustee to hold in the State of New York the Series 2006-1 Demand Note and any other Series 2006-1 Collateral that may be perfected by possession in the State of New York under the New York UCC.

Section 9.3 Covenants of CPF.

(a) CPF hereby agrees, in addition to its obligations hereunder, that from and after the date hereof, no additional Series of Notes shall be issued under the Base Indenture if any Amortization Event with respect to any Series of Notes in any Group has occurred and is continuing or would result from such issuance.

(b) On or before May 11 of each calendar year, commencing with May 11, 2011, CPF shall furnish to the Trustee an Opinion of Counsel either stating that, in the opinion of such counsel, such action has been taken with respect to the recording, filing, re-recording and refiling of the Indenture, any indentures supplemental thereto and any other requisite documents and with respect to the execution and filing of any financing statements and continuation statements as are necessary to maintain the perfection of the lien and security interest created by the Indenture in the Collateral and the Group I Collateral and reciting the details of such action or stating that in the opinion of such counsel no such action is necessary to maintain the perfection of such lien and security interest. Such Opinion of Counsel shall also describe the recording, filing, re-recording and refiling of the Indenture, any indentures supplemental hereto and any other requisite documents and the execution and filing of any financing statements and continuation statements that will, in the opinion of such counsel, be required to maintain the perfection of the lien and security interest of the Indenture in the Collateral and the Group I Collateral until May 11 in the following calendar year.

(c) CPF shall not amend any of its organizational documents, including its certificate of formation or limited liability company agreement, without the prior written consent of the Series 2006-1 Required Noteholders.

## ARTICLE X

### THE ADMINISTRATIVE AGENT

Section 10.1 Appointment. Each of the CP Conduit Purchasers, the APA Banks and the Funding Agents hereby irrevocably designates and appoints the Administrative Agent as the agent of such Person under this Series Supplement and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Series Supplement and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Series Supplement, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Series Supplement, the Administrative Agent shall not have any duties or responsibilities except those expressly set forth herein, or any fiduciary relationship with any CP Conduit Purchaser, any APA Bank or any Funding Agent, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Series Supplement or otherwise exist against the Administrative Agent.

Section 10.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Series Supplement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 10.3 Exculpatory Provisions. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with the Base Indenture, this Series Supplement or any other Series 2006-1 Related Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the CP Conduit Purchasers, the APA Banks or the Funding Agents for any recitals, statements, representations or warranties made by CPF, the Lessee, the Guarantor, the Administrator or any officer thereof contained in this Series Supplement or any other Series 2006-1 Related Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Series Supplement or any other Series 2006-1 Related Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Series Supplement, any other Series 2006-1 Related Document, or for any failure of any of CPF, the Lessee, the Guarantor or the Administrator to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any CP Conduit Purchaser, any APA Bank or any Funding Agent to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Series Supplement, any other Series 2006-1 Related Document or to inspect the properties, books or records of CPF, the Lessee, the Guarantor or the Administrator.

Section 10.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to CPF or the Administrator), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the registered holder of any Series 2006-1 Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Series Supplement or any other Series 2006-1 Related Document unless it shall first receive such advice or concurrence of the Series 2006-1 Required Noteholders, as it deems appropriate or it shall first be indemnified to its satisfaction by the Funding Agents against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Series Supplement and the other Series 2006-1 Related Documents in accordance with a request of the Series 2006-1 Required Noteholders (unless, in the case of any action relating to the giving of consent hereunder, the giving of such consent requires the consent of all Series 2006-1 Noteholders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the CP Conduit Purchasers, the APA Banks and the Funding Agents.

Section 10.5 Notice of Administrator Default or Amortization Event or Potential Amortization Event. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Amortization Event or Potential Amortization Event or any Administrator Default unless the Administrative Agent has received written notice from a CP Conduit Purchaser, an APA Bank, a Funding Agent, CPF or the Administrator referring to the Indenture or this Series Supplement, describing such Amortization Event or Potential Amortization Event, or Administrator Default and stating that such notice is a “notice of an Amortization Event or Potential Amortization Event” or “notice of an Administrator Default,” as the case may be. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Funding Agents, the Trustee, CPF and the Administrator. The Administrative Agent shall take such action with respect to such event as shall be reasonably directed by the Series 2006-1 Required Noteholders, provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the Purchaser Groups.

Section 10.6 Non-Reliance on the Administrative Agent and Other Purchaser Groups. Each of the CP Conduit Purchasers, the APA Banks and the Funding Agents expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of CPF, the Lessee, the Guarantor or the Administrator shall be deemed to constitute any representation or warranty by the Administrative Agent to any such Person. Each of the CP Conduit Purchasers, the APA Banks and the Funding Agents represents to the Administrative Agent that it has,

independently and without reliance upon the Administrative Agent or any other CP Conduit Purchaser, APA Bank or Funding Agent and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of CPF, the Lessee, the Guarantor and the Administrator and made its own decision to enter into this Series Supplement. Each of the CP Conduit Purchasers, the APA Banks and the Funding Agents also represents that it will, independently and without reliance upon the Administrative Agent or any other CP Conduit Purchaser, APA Bank or Funding Agent, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Series Supplement and the other Series 2006-1 Related Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of CPF, the Lessee, the Guarantor and the Administrator. Except for notices, reports and other documents expressly required to be furnished to the Funding Agents by the Administrative Agent hereunder, the Administrative Agent shall have no duty or responsibility to provide any CP Conduit Purchaser, any APA Bank or any Funding Agent with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of CPF, the Lessee, the Guarantor or the Administrator which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

Section 10.7 Indemnification. Each of the APA Banks in a Purchaser Group agrees to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by CPF and the Administrator and without limiting the obligation of CPF and the Administrator to do so), ratably according to their respective Commitment Percentages in effect on the date on which indemnification is sought under this Section 10.7 (or if indemnification is sought after the date upon which the Commitments shall have terminated and the Purchaser Group Invested Amounts shall have been reduced to zero, ratably in accordance with their Commitment Percentages immediately prior to such date of payment) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Series Supplement, any of the other Series 2006-1 Related Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no APA Bank or Funding Agent shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the Administrative Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of all amounts payable hereunder.

Section 10.8 The Administrative Agent in Its Individual Capacity. The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with CPF, the Administrator or any of their Affiliates as though the Administrative Agent were not the Administrative Agent hereunder. With respect to any

Series 2006-1 Note held by the Administrative Agent, the Administrative Agent shall have the same rights and powers under this Series Supplement and the other Series 2006-1 Related Documents as any APA Bank or Funding Agent and may exercise the same as though it were not the Administrative Agent, and the terms “APA Bank,” and “Funding Agent” shall include the Administrative Agent in its individual capacity.

Section 10.9 Resignation of Administrative Agent; Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent at any time by giving 30 days’ notice to the Funding Agents, the Trustee, CPF and the Administrator. If DBSI shall resign as Administrative Agent under this Series Supplement, then the Series 2006-1 Required Noteholders shall appoint a successor administrative agent from among the Funding Agents, which successor administrative agent shall be approved by CPF and the Administrator (which approval shall not be unreasonably withheld or delayed) whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term “Administrative Agent” shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent’s rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Series Supplement. If no successor administrative agent has accepted appointment as Administrative Agent by the date which is 10 days following a retiring Administrative Agent’s notice of resignation, the retiring Administrative Agent’s resignation shall nevertheless thereupon become effective and the Administrator shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Series 2006-1 Required Noteholders appoint a successor agent as provided for above. After any retiring Administrative Agent’s resignation as Administrative Agent, the provisions of Section 3.7 and this Article X shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Series Supplement.

## ARTICLE XI

### THE FUNDING AGENTS

Section 11.1 Appointment. Each CP Conduit Purchaser and each APA Bank with respect to such CP Conduit Purchaser hereby irrevocably designates and appoints the Funding Agent set forth next to such CP Conduit Purchaser’s name on Schedule I as the agent of such Person under this Series Supplement and irrevocably authorizes such Funding Agent, in such capacity, to take such action on its behalf under the provisions of this Series Supplement and to exercise such powers and perform such duties as are expressly delegated to such Funding Agent by the terms of this Series Supplement, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Series Supplement, each Funding Agent shall not have any duties or responsibilities except those expressly set forth herein, or any fiduciary relationship with any CP Conduit Purchaser or APA Bank and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Series Supplement or otherwise exist against each Funding Agent.

Section 11.2 Delegation of Duties. Each Funding Agent may execute any of its duties under this Series Supplement by or through agents or attorneys-in-fact and shall be

entitled to advice of counsel concerning all matters pertaining to such duties. Each Funding Agent shall not be responsible to the CP Conduit Purchaser or any APA Bank in its Purchaser Group for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

Section 11.3 Exculpatory Provisions. Each Funding Agent and any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall not be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with the Base Indenture, this Series Supplement or any other Series 2006-1 Related Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the CP Conduit Purchasers and/or APA Banks for any recitals, statements, representations or warranties made by CPF, the Lessee, the Guarantor, the Administrator, the Administrative Agent, or any officer thereof contained in this Series Supplement or any other Series 2006-1 Related Document or in any certificate, report, statement or other document referred to or provided for in, or received by such Funding Agent under or in connection with, this Series Supplement or any other Series 2006-1 Related Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Series Supplement, any other Series 2006-1 Related Document, or for any failure of any of CPF, the Lessee, the Guarantor, the Administrative Agent, or the Administrator to perform its obligations hereunder or thereunder. Each Funding Agent shall not be under any obligation to the CP Conduit Purchaser or any APA Bank in its Purchaser Group to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Series Supplement, any other Series 2006-1 Related Document or to inspect the properties, books or records of CPF, the Lessee, the Guarantor, the Administrative Agent, or the Administrator.

Section 11.4 Reliance by Each Funding Agent. Each Funding Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to CPF or the Administrator), independent accountants and other experts selected by such Funding Agent. Each Funding Agent shall be fully justified in failing or refusing to take any action under this Series Supplement or any other Series 2006-1 Related Document unless it shall first receive such advice or concurrence of the Related Purchaser Group, as it deems appropriate or it shall first be indemnified to its satisfaction by the Related Purchaser Group against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

Section 11.5 Notice of Administrator Default or Amortization Event or Potential Amortization Event. Each Funding Agent shall not be deemed to have knowledge or notice of the occurrence of any Amortization Event or Potential Amortization Event or any Administrator Default unless such Funding Agent has received written notice from a CP Conduit Purchaser, an APA Bank, CPF, the Administrative Agent or the Administrator referring to the Indenture or this Series Supplement, describing such Amortization Event or Potential Amortization Event, or Administrator Default and stating that such notice is a "notice of an Amortization Event or

Potential Amortization Event” or “notice of an Administrator Default,” as the case may be. In the event that any Funding Agent receives such a notice, such Funding Agent shall give notice thereof to the CP Conduit Purchaser and APA Banks in its Purchaser Group. Such Funding Agent shall take such action with respect to such event as shall be reasonably directed by the CP Conduit Purchaser and APA Banks in its Purchaser Group, provided that unless and until such Funding Agent shall have received such directions, such Funding Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the CP Conduit Purchaser and APA Banks in its Purchaser Group.

Section 11.6 Non-Reliance on Each Funding Agent and Other Purchaser Groups. Each CP Conduit Purchaser and each of the related APA Banks expressly acknowledge that neither its Funding Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by such Funding Agent hereinafter taken, including any review of the affairs of CPF, the Lessee, the Guarantor, the Administrative Agent, or the Administrator shall be deemed to constitute any representation or warranty by such Funding Agent to any such Person. Each CP Conduit Purchaser and each of the related APA Banks represents to its Funding Agent that it has, independently and without reliance upon such Funding Agent and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of CPF, the Lessee, the Guarantor, the Administrative Agent, and the Administrator and made its own decision to enter into this Series Supplement. Each CP Conduit Purchaser and each of the related APA Banks also represents that it will, independently and without reliance upon its Funding Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Series Supplement and the other Series 2006-1 Related Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other conditions and creditworthiness of CPF, the Lessee, the Guarantor, the Administrative Agent, and the Administrator.

Section 11.7 Indemnification. Each APA Bank in a Purchaser Group agrees to indemnify its Funding Agent in its capacity as such (to the extent not reimbursed by CPF and the Administrator and without limiting the obligation of CPF and the Administrator to do so), ratably according to its respective APA Bank Percentage in effect on the date on which indemnification is sought under this Section 11.7 (or if indemnification is sought after the date upon which the Commitments shall have been terminated, ratably in accordance with its APA Bank Percentage at the time of termination) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed on, incurred by or asserted against such Funding Agent in any way relating to or arising out of this Series Supplement, any of the other Series 2006-1 Related Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Funding Agent under or in connection with any of the foregoing; provided that no APA Bank shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable

decision of a court of competent jurisdiction to have resulted from such related Funding Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of all amounts payable hereunder.

## ARTICLE XII

### GENERAL

#### Section 12.1 Successors and Assigns.

(a) This Series Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that CPF may not assign or transfer any of its rights under this Series Supplement without the prior written consent of all of the Series 2006-1 Noteholders, no CP Conduit Purchaser may assign or transfer any of its rights under this Series Supplement other than in accordance with the Asset Purchase Agreement with respect to such CP Conduit Purchaser or otherwise to the APA Bank with respect to such CP Conduit Purchaser or a Program Support Provider with respect to such CP Conduit Purchaser or pursuant to clause (b) or (e) below of this Section 12.1 and no APA Bank may assign or transfer any of its rights or obligations under this Series Supplement except to a Program Support Provider or pursuant to clause (c), (d) or (e) below of this Section 12.1. Notwithstanding anything to the contrary set forth herein or any Series 2006-1 Related Document, any CP Conduit Purchaser may at any time, without the consent of CPF, transfer and assign all or a portion of the Purchaser Group Invested Amount with respect to such CP Conduit Purchaser and all of its rights and obligations under this Series Supplement and any other Series 2006-1 Related Documents to which it is a party (or otherwise to which it has rights) to the APA Bank with respect to such CP Conduit Purchaser.

(b) Without limiting the foregoing, each CP Conduit Purchaser may assign, without the consent of CPF, all or a portion of the Purchaser Group Invested Amount with respect to such CP Conduit Purchaser and its rights and obligations under this Series Supplement and any other Series 2006-1 Related Documents to which it is a party (or otherwise to which it has rights) to a Conduit Assignee with respect to such CP Conduit Purchaser. Prior to or concurrently with the effectiveness of any such assignment (or if impracticable, immediately thereafter), the assigning CP Conduit Purchaser shall notify the Administrative Agent, CPF, the Trustee and the Administrator thereof. Upon such assignment by a CP Conduit Purchaser to a Conduit Assignee, (A) such Conduit Assignee shall be the owner of the Purchaser Group Invested Amount or such portion thereof with respect to such CP Conduit Purchaser, (B) the related administrative or managing agent for such Conduit Assignee shall act as the administrative agent for such Conduit Assignee hereunder, with all corresponding rights and powers, express or implied, granted to the Funding Agent hereunder or under the other Series 2006-1 Related Documents, (C) such Conduit Assignee and its liquidity support provider(s) and credit support provider(s) and other related parties shall have the benefit of all the rights and protections provided to such CP Conduit Purchaser herein and in the other Series 2006-1 Related Documents (including, without limitation, any limitation on recourse against such Conduit Assignee as provided in this paragraph), (D) such Conduit Assignee shall assume all of such CP Conduit Purchaser's obligations, if any, hereunder or under the Base Indenture or under any other Series 2006-1 Related Document with respect to such portion of the Purchaser Group



Invested Amount and such CP Conduit Purchaser shall be released from such obligations, (E) all distributions in respect of the Purchaser Group Invested Amount or such portion thereof with respect to such CP Conduit Purchaser shall be made to the applicable agent or administrative agent, as applicable, on behalf of such Conduit Assignee, (F) the definitions of the terms “Monthly Funding Costs” and “Discount” shall be determined in the manner set forth in the definition of “Monthly Funding Costs” and “Discount” applicable to such CP Conduit Purchaser on the basis of the interest rate or discount applicable to commercial paper issued by such Conduit Assignee (rather than such CP Conduit Purchaser), (G) the defined terms and other terms and provisions of this Series Supplement, the Base Indenture and the other Series 2006-1 Related Documents shall be interpreted in accordance with the foregoing, and (H) if requested by the Administrative Agent or the agent or administrative agent with respect to the Conduit Assignee, the parties shall execute and deliver such further agreements and documents and take such other actions as the Administrative Agent or such agent or administrative agent may reasonably request to evidence and give effect to the foregoing. No assignment by any CP Conduit Purchaser to a Conduit Assignee of the Purchaser Group Invested Amount with respect to such CP Conduit Purchaser shall in any way diminish the obligations of the APA Bank with respect to such CP Conduit Purchaser under Section 3.3 to fund any Increase.

(c) Any APA Bank may, in the ordinary course of its business and in accordance with applicable law, at any time sell all or any part of its rights and obligations under this Series Supplement and the Series 2006-1 Notes, with the prior written consent of the Administrative Agent, CPF and the Administrator (in each case, which consent shall not be unreasonably withheld), to one or more banks (an “Acquiring APA Bank”) pursuant to a transfer supplement, substantially in the form of Exhibit E (the “Transfer Supplement”), executed by such Acquiring APA Bank, such assigning APA Bank, the Funding Agent with respect to such APA Bank, the Administrative Agent, CPF and the Administrator and delivered to the Administrative Agent. Notwithstanding the foregoing, no APA Bank shall so sell its rights hereunder if such Acquiring APA Bank is not an Eligible Assignee.

(d) Any APA Bank may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more financial institutions or other entities (“Participants”) participations in its APA Bank Percentage of the Maximum Purchaser Group Invested Amount with respect to it and the other APA Banks included in the related Purchaser Group, its Series 2006-1 Note and its rights hereunder pursuant to documentation in form and substance satisfactory to such APA Bank and the Participant; provided, however, that (i) in the event of any such sale by an APA Bank to a Participant, (A) such APA Bank’s obligations under this Series Supplement shall remain unchanged, (B) such APA Bank shall remain solely responsible for the performance thereof and (C) CPF and the Administrative Agent shall continue to deal solely and directly with such APA Bank in connection with its rights and obligations under this Series Supplement and (ii) no APA Bank shall sell any participating interest under which the Participant shall have rights to approve any amendment to, or any consent or waiver with respect to, this Series Supplement, the Base Indenture or any Series 2006-1 Related Document, except to the extent that the approval of such amendment, consent or waiver otherwise would require the unanimous consent of all APA Banks hereunder. A Participant shall have the right to receive Article VIII Costs but only to the extent that the related selling APA Bank would have had such right absent the sale of the related participation and, with

respect to amounts due pursuant to Section 8.2, only to the extent such Participant shall have complied with the provisions of Section 8.2(e) and (g) as if such Participant were the Administrative Agent, a Funding Agent, a Program Support Provider or a member of a Purchaser Group.

(e) Any CP Conduit Purchaser and the APA Bank with respect to such CP Conduit Purchaser may at any time sell all or any part of their respective rights and obligations under this Series Supplement and the Series 2006-1 Notes, with the prior written consent of the Administrative Agent, CPF and the Administrator (in each case, which consent shall not be unreasonably withheld), to a multi-seller commercial paper conduit and one or more banks providing support to such multi-seller commercial paper conduit (an “Acquiring Purchaser Group”) pursuant to a transfer supplement, substantially in the form of Exhibit E, (the “Purchaser Group Supplement”), executed by such Acquiring Purchaser Group, the Funding Agent with respect to such Acquiring Purchaser Group (including the CP Conduit Purchaser and the APA Banks with respect to such Purchaser Group), such assigning CP Conduit Purchaser and the APA Banks with respect to such CP Conduit Purchaser, the Funding Agent with respect to such assigning CP Conduit Purchaser and APA Banks, the Administrative Agent, CPF and the Administrator and delivered to the Administrative Agent.

(f) CPF authorizes each APA Bank to disclose to any Participant or Acquiring APA Bank (each, a “Transferee”) and any prospective Transferee any and all financial information in such APA Bank’s possession concerning CPF, the Collateral, the Administrator and the Series 2006-1 Related Documents which has been delivered to such APA Bank by CPF or the Administrator in connection with such APA Bank’s credit evaluation of CPF, the Collateral and the Administrator.

Section 12.2 Securities Law. Each CP Conduit Purchaser and APA Bank hereby represents and warrants to CPF that it is an “accredited investor” as such term is defined in Rule 501(a) of Regulation D under the Securities Act and has sufficient assets to bear the economic risk of, and sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of, its investment in a Series 2006-1 Note. Each CP Conduit Purchaser and APA Bank agrees that its Series 2006-1 Note will be acquired for investment only and not with a view to any public distribution thereof, and that such CP Conduit Purchaser and APA Bank will not offer to sell or otherwise dispose of its Series 2006-1 Note (or any interest therein) in violation of any of the registration requirements of the Securities Act, or any applicable state or other securities laws. Each CP Conduit Purchaser and APA Bank acknowledges that it has no right to require CPF to register its Series 2006-1 Note under the Securities Act or any other securities law. Each CP Conduit Purchaser and APA Bank hereby confirms and agrees that in connection with any transfer by it of an interest in the Series 2006-1 Note, such CP Conduit Purchaser or APA Bank has not engaged and will not engage in a general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

Section 12.3 Adjustments; Set-off.

(a) If any CP Conduit Purchaser or APA Bank in a Purchaser Group (a “Benefited Purchaser Group”) shall at any time receive in respect of its Purchaser Group Invested Amount any distribution of principal, interest, Commitment Fees or any interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off or otherwise) in a greater proportion than any such distribution received by any other Purchaser Group, if any, in respect of such other Purchaser Group’s Purchaser Group Invested Amount, or interest thereon, the APA Banks in such Benefited Purchaser Group shall purchase for cash from the CP Conduit Purchaser or APA Banks in the other Purchaser Group such portion of such other CP Conduit Purchaser’s or APA Banks’ interest in the Series 2006-1 Notes, or shall provide such other CP Conduit Purchaser or APA Bank with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Purchaser Group to share the excess payment or benefits of such collateral or proceeds ratably with the other Purchaser Group; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Purchaser Group, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. CPF agrees that any CP Conduit Purchaser or APA Bank so purchasing a portion of another Purchaser Group’s Purchaser Group Invested Amount may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such CP Conduit Purchaser or APA Bank were the direct holder of such portion.

(b) In addition to any rights and remedies of the Purchaser Groups provided by law, each CP Conduit Purchaser and APA Bank shall have the right, without prior notice to CPF, any such notice being expressly waived by CPF to the extent permitted by applicable law, upon any amount becoming due and payable by CPF hereunder or under the Series 2006-1 Notes to set-off and appropriate and apply against any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Purchaser Group to or for the credit or the account of CPF. Each CP Conduit Purchaser and APA Bank agrees promptly to notify CPF, the Administrator and the Administrative Agent after any such set-off and application made by such CP Conduit Purchaser or APA Bank; provided that the failure to give such notice shall not affect the validity of such set-off and application.

#### Section 12.4 No Bankruptcy Petition.

(a) Each of the Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents hereby covenants and agrees that, prior to the date which is one year and one day after the later of payment in full of all Series of Notes, it will not institute against, or join any other Person in instituting against, CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other similar proceedings under any federal or state bankruptcy or similar law.

(b) CPF, the Administrator, the Trustee, the Administrative Agent, each Funding Agent and each APA Bank hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all outstanding Commercial Paper issued by, or for the benefit of, a CP Conduit Purchaser, it will not institute against, or join any other Person in instituting against, such CP Conduit Purchaser (or the Person issuing Commercial Paper for the

benefit of such CP Conduit Purchaser) any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other similar proceedings under any federal or state bankruptcy or similar law.

(c) This covenant shall survive the termination of this Series Supplement and the Base Indenture and the payment of all amounts payable hereunder and thereunder.

Section 12.5 Limited Recourse.

(a) Notwithstanding anything to the contrary contained herein, any obligations of each CP Conduit Purchaser hereunder to any party hereto are solely the corporate obligations of such CP Conduit Purchaser and shall be payable at such time as funds are received by or are available to such CP Conduit Purchaser in excess of funds necessary to pay in full all of its outstanding Commercial Paper and, to the extent funds are not available to pay such obligations, the claims relating thereto shall not constitute a claim against such CP Conduit Purchaser but shall continue to accrue. Each party hereto agrees that the payment of any claim (as defined in Section 101 of Title 11 of the Bankruptcy Code) of any such party against a CP Conduit Purchaser shall be subordinated to the payment in full of all of its Commercial Paper.

(b) No recourse under any obligation, covenant or agreement of any CP Conduit Purchaser contained herein shall be had against any incorporator, stockholder, officer, director, employee or agent of such CP Conduit Purchaser, its administrative agent, the Funding Agent with respect to such CP Conduit Purchaser or any of their Affiliates by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Series Supplement is solely a corporate obligation of such CP Conduit Purchaser individually, and that no personal liability whatever shall attach to or be incurred by any incorporator, stockholder, officer, director, employee or agent of such CP Conduit Purchaser, its administrative agent, the Funding Agent with respect to such CP Conduit Purchaser or any of its Affiliates (solely by virtue of such capacity) or any of them under or by reason of any of the obligations, covenants or agreements of such CP Conduit Purchaser contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by such CP Conduit Purchaser of any of such obligations, covenants or agreements, either at common law or at equity, or by statute, rule or regulation, of every such incorporator, stockholder, officer, director, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of this Series Supplement; provided that the foregoing shall not relieve any such Person from any liability it might otherwise have as a result of fraudulent actions taken or omissions made by them. The provisions of this Section 12.5 shall survive termination of this Series Supplement and the Base Indenture.

Section 12.6 Costs and Expenses. CPF agrees to pay on demand (x) all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, without limitation, reasonable fees and disbursements of counsel to the Administrative Agent) and of each Purchaser Group (including in connection with the preparation, execution and delivery of this Series Supplement the reasonable fees and disbursements of one counsel, other than counsel to the Administrative Agent, for all such Purchaser Groups) in connection with (i) the preparation, execution and delivery of this Series Supplement, the Base Indenture and the other Series 2006-1 Related Documents and any amendments or waivers of, or consents under, any

such documents and (ii) the enforcement by the Administrative Agent or any Funding Agent of the obligations and liabilities of CPF, the Lessee, the Guarantor and the Administrator under the Indenture, this Series Supplement, the other Series 2006-1 Related Documents or any related document and all costs and expenses, if any (including reasonable counsel fees and expenses), in connection with the enforcement of this Series Supplement, the Base Indenture and the other Series 2006-1 Related Documents, (y) all reasonable out of pocket costs and expenses of the Administrative Agent (including, without limitation, reasonable fees and disbursements of counsel to the Administrative Agent) in connection with the administration of this Series Supplement, the Base Indenture and the other Series 2006-1 Related Documents and (z) the rating agency fees and expenses incurred by each CP Conduit in connection with its investment in the Series 2006-1 Notes. Any payments made by CPF pursuant to this Section 12.6 shall be made solely from funds available in the Series 2006-1 Distribution Account for the payment of the Article VIII Costs, shall be non-recourse other than with respect to such funds, and shall not constitute a claim against CPF to the extent that insufficient funds exist to make such payment. The agreements in this Section shall survive the termination of this Series Supplement and the Base Indenture and the payment of all amounts payable hereunder and thereunder.

Section 12.7 Exhibits. The following exhibits attached hereto supplement the exhibits included in the Indenture.

<u>Exhibit A:</u>	Form of Variable Funding Note
<u>Exhibit B:</u>	Form of Notice of Increase
<u>Exhibit C:</u>	Form of Lease Payment Deficit Notice
<u>Exhibit D:</u>	Form of Demand Notice
<u>Exhibit E:</u>	Form of Transfer Supplement
<u>Exhibit F:</u>	Form of Purchaser Group Supplement
<u>Exhibit G:</u>	Form of Series 2006-1 Demand Note
<u>Exhibit H:</u>	Form of Series 2006-1 Letter of Credit

Section 12.8 Ratification of Base Indenture. As supplemented by this Series Supplement, the Base Indenture is in all respects ratified and confirmed and the Base Indenture as so supplemented by this Series Supplement shall be read, taken, and construed as one and the same instrument.

Section 12.9 Counterparts. This Series Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 12.10 Governing Law. This Series Supplement shall be construed in accordance with the law of the State of New York, and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such law.

Section 12.11 Amendments. This Series Supplement may be modified or amended from time to time in accordance with the terms of the Base Indenture; provided, that notwithstanding anything to the contrary in the Base Indenture, no amendment or modification to this Series Supplement shall be effective without the prior written consent of the Series 2006-1 Required Noteholders; provided, further, that if, pursuant to the terms of the Base Indenture or

this Series Supplement, the consent of the Required Noteholders is required for an amendment or modification of this Series Supplement, such requirement shall be satisfied if such amendment or modification is consented to by the Series 2006-1 Required Noteholders.

Section 12.12 Discharge of Indenture. Notwithstanding anything to the contrary contained in the Base Indenture, no discharge of the Indenture pursuant to Section 10.1(b) of the Base Indenture will be effective as to the Series 2006-1 Notes without the consent of the Series 2006-1 Required Noteholders.

Section 12.13 Series 2006-1 Demand Notes. Other than pursuant to a demand thereon pursuant to Section 5.5 of this Series Supplement, CPF shall not reduce the amount of the Series 2006-1 Demand Notes or forgive amounts payable thereunder so that the outstanding principal amount of the Series 2006-1 Demand Notes after such reduction or forgiveness is less than the Series 2006-1 Letter of Credit Liquidity Amount. CPF shall not agree to any amendment of the Series 2006-1 Demand Notes without the prior written consent of the Series 2006-1 Required Noteholders.

Section 12.14 Termination of Series Supplement. This Series Supplement shall cease to be of further effect when all outstanding Series 2006-1 Notes theretofore authenticated and issued have been delivered (other than destroyed, lost, or stolen Series 2006-1 Notes which have been replaced or paid) to the Trustee for cancellation and CPF has paid all sums payable hereunder and, if the Series 2006-1 Demand Note Payment Amount on the Series 2006-1 Letter of Credit Termination Date was greater than zero, the Series 2006-1 Cash Collateral Account Surplus shall equal zero, the Demand Note Preference Payment Amount shall have been reduced to zero and all amounts have been withdrawn from the Series 2006-1 Cash Collateral Account in accordance with Section 5.8(h) of this Series Supplement.

Section 12.15 Collateral Representations and Warranties of CPF.

(a) CPF owns and has good and marketable title to the Series 2006-1 Collateral, free and clear of all Liens other than Permitted Liens. This Indenture constitutes a valid and continuing Lien on the Series 2006-1 Collateral in favor of the Trustee on behalf of the Secured Parties, which Lien on the Series 2006-1 Collateral has been perfected and is prior to all other Liens (other than Permitted Liens), enforceable as such as against creditors of and purchasers from CPF in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity and by an implied covenant of good faith and fair dealing. CPF has received all consents and approvals required by the terms of the Series 2006-1 Collateral to the pledge of the Series 2006-1 Collateral to the Trustee.

(b) Other than the security interest granted to the Trustee hereunder, CPF has not pledged, assigned, sold or granted a security interest in the Series 2006-1 Collateral. All action necessary to protect and perfect the Trustee's security interest in the Series 2006-1 Collateral has been duly and effectively taken. No security agreement, financing statement, equivalent security or lien instrument or continuation statement listing CPF as debtor covering all or any part of the Series 2006-1 Collateral is on file or of record in any jurisdiction, except

such as may have been filed, recorded or made by CPF in favor of the Trustee on behalf of the Secured Parties in connection with this Indenture, and CPF has not authorized any such filing.

Section 12.16 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Trustee, the Administrative Agent, any Funding Agent, any CP Conduit Purchaser or any APA Bank, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

Section 12.17 Waiver of Setoff. Notwithstanding any other provision of this Series Supplement or any other agreement to the contrary, all payments to the Administrative Agent, the Funding Agents, the CP Conduit Purchasers and the APA Banks hereunder shall be made without set-off or counterclaim.

Section 12.18 Notices. All notices, requests, instructions and demands to or upon any party hereto to be effective shall be given (i) in the case of CPF, the Administrator and the Trustee, in the manner set forth in Section 13.1 of the Base Indenture and (ii) in the case of the Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents, in writing, and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand or three days after being deposited in the mail, postage prepaid, in the case of facsimile notice, when received, or in the case of overnight air courier, one Business Day after the date such notice is delivered to such overnight courier, addressed as follows in the case of the Administrative Agent and to the addresses therefor set forth in Schedule I, in the case of the CP Conduit Purchasers, the APA Banks and the Funding Agents; or to such other address as may be hereafter notified by the respective parties hereto:

Administrative Agent:	Deutsche Bank Securities, Inc. 60 Wall Street, 19 <sup>th</sup> Floor New York, New York 10005 Attention: Mary Connors Fax: 212-797-5150
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Section 12.19 Collateral Covenants of the Trustee. The Trustee shall hold the Series 2006-1 Demand Note and any other Series 2006-1 Collateral in the State of New York pursuant to instructions of CPF in accordance with Section 9.2(i) or as otherwise directed by the Administrative Agent.

Section 12.20 Certification. The Administrative Agent, by its signature hereto, hereby certifies and confirms that, as of the Second Restatement Effective Date, Riverside Funding LLC and Atlantic Asset Securitization LLC collectively represent 100% of the Series 2006-1 Noteholders.

Section 12.21 Trustee Direction. By their respective signatures hereto, Riverside Funding LLC and Atlantic Asset Securitization LLC hereby authorize, instruct and direct the Trustee to execute and deliver this Series Supplement, as amended and restated as of the Second Restatement Effective Date.



IN WITNESS WHEREOF, each of the parties hereto has caused this Series Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

CENTRE POINT FUNDING, LLC,  
as Issuer

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officers  
and Treasurer

BUDGET TRUCK RENTAL LLC,  
as Administrator

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officers  
and Treasurer

DEUTSCHE BANK SECURITIES, INC.,  
as Administrative Agent

By: /s/ Amy Jo Pitts

Name: Amy Jo Pitts

Title: Director

By: /s/ Amit Patel

Name: Amit Patel

Title: Vice President

RIVERSIDE FUNDING LLC,  
as a CP Conduit Purchaser

By: /s/ Jill A. Russo

Name: Jill A. Russo

Title: Vice President

DEUTSCHE BANK SECURITIES, INC.,  
as a Funding Agent

By: /s/ Amy Jo Pitts

Name: Amy Jo Pitts

Title: Director

By: /s/ Amit Patel

Name: Amit Patel

Title: Vice President

DEUTSCHE BANK AG, New York Branch,  
as an APA Bank

By: /s/ Amy Jo Pitts

Name: Amy Jo Pitts

Title: Director

By: /s/ Amit Patel

Name: Amit Patel

Title: Vice President

ATLANTIC ASSET SECURITIZATION LLC,  
as a CP Conduit Purchaser

By: /s/ Sam Pilcer

Name: Sam Pilcer  
Title: Managing Director

By: /s/ Kostantina Kourmpetis

Name: Kostantina Koumpetis  
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT  
BANK, as a Funding Agent

By: /s/ Sam Pilcer

Name: Sam Pilcer  
Title: Managing Director

By: /s/ Kostantina Kourmpetis

Name: Kostantina Koumpetis  
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT  
BANK, as an APA Bank

By: /s/ Sam Pilcer

Name: Sam Pilcer  
Title: Managing Director

By: /s/ Kostantina Kourmpetis

Name: Kostantina Koumpetis  
Title: Managing Director

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., not in its individual capacity, but solely as Trustee, as  
Series 2006-1 Agent and as Securities Intermediary

By: /s/ Sally R. Tokich

Name: Sally R. Tokich

Title: Senior Associate

SCHEDULE I TO SERIES 2006-1 SUPPLEMENT

<u>CP Conduit</u>	<u>APA Banks</u>	<u>Funding Agent</u>	<u>APA Bank Percentage</u>	<u>Maximum Purchaser Group Invested Amount</u>
Riverside Funding LLC	Deutsche Bank, AG, New York Branch	Deutsche Bank Securities, Inc.	100%	\$35,031,669.43
Atlantic Asset Securitization LLC	Credit Agricole Corporate and Investment Bank	Credit Agricole Corporate and Investment Bank	100%	\$35,031,669.43

CENTRE POINT FUNDING, LLC  
FORM OF SERIES 2006-1 NOTEVARIABLE FUNDING RENTAL CAR ASSET  
BACKED NOTES SERIES 2006-1

CENTRE POINT FUNDING, LLC, a Delaware limited liability company (herein referred to as the "Company"), for value received, hereby promises to pay to [Riverside Funding LLC][Atlantic Asset Securitization LLC]<sup>1</sup>, as the CP Conduit Purchaser, or registered assigns, the principal sum of TWO HUNDRED MILLION DOLLARS, or, if less, the aggregate unpaid principal amount hereof shown on the records of the Administrative Agent pursuant to Section 3.2(b) of the Series 2006-1 Supplement, which amount shall be payable in the amounts and at the times set forth in the Indenture, provided, however, that the entire unpaid principal amount of this Series 2006-1 Note shall be due on the Series 2006-1 Termination Date. The Company shall pay interest on this Series 2006-1 Note as provided in Sections 5.4 and 5.5 of the Series 2006-1 Supplement. Such interest shall be payable on each Distribution Date until the principal of this Series 2006-1 Note is paid or made available for payment, to the extent funds will be available from Interest Collections allocable to the Series 2006-1 Notes processed from but not including the preceding Distribution Date through each such Distribution Date. The principal amount of this Series 2006-1 Note shall be subject to Increases and Decreases on any Business Day, and accordingly, such principal amount is subject to prepayment at any time. In addition, the principal of this Series 2006-1 Note shall be paid in installments on each Distribution Date to the extent of funds available for payment therefor pursuant to the Indenture, and shall be subject to scheduled amortization commencing on the initial Series 2006-1 Scheduled Amortization Distribution Date. Such principal of and interest on this Series 2006-1 Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Series 2006-1 Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Company with respect to this Series 2006-1 Note shall be applied first to interest due and payable on this Series 2006-1 Note as provided above and then to the unpaid principal of this Series 2006-1 Note.

Reference is made to the further provisions of this Series 2006-1 Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Series 2006-1 Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Series 2006-1 Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Company and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: The Bank of New York Mellon Trust Company, N.A., 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

<sup>1</sup> Insert applicable CP Conduit Purchaser.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Series 2006-1 Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: \_\_\_\_\_

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Name:  
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Series 2006-1 Notes of a series issued under the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signature

## REVERSE OF VARIABLE FUNDING NOTE

This Series 2006-1 Note is one of a duly authorized issue of Series 2006-1 Notes of the Company, designated as its Variable Funding Rental Truck Asset Backed Notes (herein called the "Series 2006-1 Notes"), all issued under (i) an Amended and Restated Base Indenture, dated as of March 9, 2010 (such Amended and Restated Base Indenture, as amended or modified (exclusive of any Supplements thereto creating a new Series of Notes), is herein called the "Base Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and (ii) a Second Amended and Restated Series 2006-1 Supplement dated as of December 3, 2010 (such supplement, as may be amended or modified, is herein called the "Series 2006-1 Supplement"), among the Company, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the Funding Agents and APA Banks named therein, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2006-1 Agent. The Base Indenture and the Series 2006-1 Supplement are referred to herein as the "Indenture". The Series 2006-1 Notes are subject to all terms of the Indenture. All terms used in this Series 2006-1 Note that are defined in the Indenture, shall have the meanings assigned to them in or pursuant to the Indenture.

The Series 2006-1 Notes are and will be equally and ratably secured by the Series 2006-1 Collateral pledged as security therefor as provided in the Indenture and the Series 2006-1 Supplement.

"Distribution Date" means the 20th day of each month, or, if any such date is not a Business Day, the next succeeding Business Day, commencing March 22, 2010.

As described above, principal of this Series 2006-1 Note shall be payable in the amounts and at the times set forth in the Indenture, provided, however, the entire unpaid principal amount of this Series 2006-1 Note shall be due and payable on the Series 2006-1 Termination Date. All principal payments on the Series 2006-1 Notes shall be made pro rata to the Noteholders entitled thereto.

Payments of interest on this Series 2006-1 Note due and payable on each Distribution Date, together with the installment of principal then due, and any payments of principal made on any Business Day in respect of any Decreases, to the extent not in full payment of this Series 2006-1 Note, shall be made by wire transfer to the Administrative Agent for the accounts of the Purchaser Groups. Any reduction in the principal amount of this Series 2006-1 Note (or any one or more predecessor Series 2006-1 Notes) effected by any payments made in accordance with the terms hereof and of the Indenture shall be binding upon all future Holders of this Series 2006-1 Note and of any Series 2006-1 Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted thereon.

The Company shall pay interest on overdue installments of interest at a rate per annum equal to the Alternate Base Rate, plus 2% per annum, to the extent lawful.

This Series 2006-1 Note is nontransferable except in accordance with the Series 2006-1 Supplement.



Each Noteholder, by acceptance of a Series 2006-1 Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Company, the Administrator or the Trustee on the Series 2006-1 Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Trustee or the Administrator in its individual capacity, (ii) any owner of a beneficial interest in the Company or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Trustee or the Administrator in its individual capacity, any holder of a beneficial interest in the Company or the Trustee or of any successor or assign of the Trustee in its individual capacity, except (a) as any such Person may have expressly agreed and (b) any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity; provided, however, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Company for any and all liabilities, obligations and undertakings contained in the Indenture or in this Series 2006-1 Note, subject to Section 13.18 of the Base Indenture.

Each Noteholder, by acceptance of a Note, covenants and agrees that by accepting the benefits of the Indenture that such Noteholder will not, for a period of one year and one day following payment in full of all Notes institute against the Company, or join in any institution against the Company of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under any United States Federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, the Indenture or the Series 2006-1 Related Documents.

Prior to the due presentment for registration of transfer of this Series 2006-1 Note, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Series 2006-1 Note (as of the day of determination or as of such other date as may be specified in the Indenture) is registered as the owner hereof for all purposes, whether or not this Series 2006-1 Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

It is the intent of the Company and each Noteholder that, for Federal, state and local income and franchise tax purposes, the Series 2006-1 Notes will evidence indebtedness of the Company secured by the Series 2006-1 Collateral. Each Noteholder, by the acceptance of this Series 2006-1 Note, agrees to treat this Series 2006-1 Note for Federal, state and local income and franchise tax purposes as indebtedness of the Company.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Series 2006-1 Notes under the Indenture at any time by the Company with the consent of Purchaser Groups having in the aggregate Commitment Percentages in excess of 50%. The Indenture also contains provisions permitting the Holders of Series 2006-1 Notes representing specified percentages of the aggregate outstanding amount of the Series 2006-1 Notes, on behalf of the Holders of all the Series 2006-1 Notes, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Series 2006-1 Note (or any one or more predecessor Series 2006-1 Notes) shall be conclusive and

binding upon such Holder and upon all future Holders of this Series 2006-1 Note and of any Series 2006-1 Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Series 2006-1 Note. The Indenture also permits the Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of Holders of the Series 2006-1 Notes issued thereunder.

The term "Company" as used in this Series 2006-1 Note includes any successor to the Company under the Indenture.

The Series 2006-1 Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Series 2006-1 Note and the Indenture shall be construed in accordance with the law of the State of New York, and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such law.

No reference herein to the Indenture and no provision of this Series 2006-1 Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Series 2006-1 Note at the times, place, and rate, and in the coin or currency herein prescribed, subject to any duty of the Company to deduct or withhold any amounts as required by law, including any applicable U.S. withholding taxes.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

(name and address of assignee)

the within Series 2006-1 Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer said Series 2006-1 Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

\*

\* NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

FORM OF NOTICE OF INCREASE

Deutsche Bank Securities, Inc.  
220 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10166  
Telecopier:

Ladies and Gentlemen:

Reference is hereby made to the Second Amended and Restated Series 2006-1 Supplement, dated as of December 3, 2010 (as amended, modified, restated or supplemented, the "Series 2006-1 Supplement"), among CENTRE POINT FUNDING, LLC, as Issuer ("CPF"), Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and Funding Agents named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and Series 2006-1 Agent, to the Amended and Restated Base Indenture, dated as of March 9, 2010 (the "Base Indenture"), between CPF and the Trustee. Capitalized terms used in this Notice of Increase and not otherwise defined herein shall have the meanings assigned thereto in the Series 2006-1 Supplement.

This letter constitutes the notice required in connection with any Increase pursuant to Section 3.3(a) of the Series 2006-1 Supplement.

CPF hereby requests that an Increase be made by each Purchaser Group on \_\_\_\_\_ in the aggregate amount equal to its Commitment Percentage of \$\_\_\_\_\_. The Series 2006-1 Invested Amount will equal \$\_\_\_\_\_ after giving effect thereto. CPF hereby represents and warrants as of the date of such Increase after giving effect thereto, the conditions set forth in Sections 3.3(a) and (c) of the Series 2006-1 Supplement with respect to such Increase have been satisfied.

IN WITNESS WHEREOF, the undersigned has caused this Increase Notice to be executed by its duly authorized officer as of the date first above written.

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Name:  
Title:

cc: The Bank of New York Mellon Trust Company, N.A.,  
as Trustee

FORM OF LEASE PAYMENT DEFICIT NOTICE

[DATE]

The Bank of New York Mellon Trust Company, N.A., as Trustee  
2 North LaSalle Street  
Chicago, IL 60602

Attn: Corporate Trust Officer

Reference is made to the Second Amended and Restated Series 2006-1 Supplement, dated as of December 3, 2010 (the "Series 2006-1 Supplement"), among CENTRE POINT FUNDING, LLC ("CPF"), Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and Series 2006-1 Agent, to the Amended and Restated Base Indenture, dated as of March 9, 2010, between CPF and the Trustee. Capitalized terms used herein and not defined herein have the meanings set forth in the Series 2006-1 Supplement.

Pursuant to Section 5.3(c) of the Series 2006-1 Supplement, Budget Truck Rental LLC, in its capacity as Administrator under the Series 2006-1 Supplement and the Series 2006-1 Related Documents, hereby provides notice of a Series 2006-1 Lease Payment Deficit in the amount of \$[\_\_\_\_\_].

BUDGET TRUCK RENTAL LLC

By: \_\_\_\_\_

Name:

Title:

FORM OF DEMAND NOTICE

[DATE]

[Insert Demand Note Issuer]

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Series 2006-1 Supplement, dated as of December 3, 2010 (the "Series 2006-1 Supplement"), among CENTRE POINT FUNDING, LLC ("CPF"), Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and Series 2006-1 Agent, to the Amended and Restated Base Indenture, dated as of March 9, 2010, between CPF and the Trustee. Capitalized terms used herein and not defined herein have the meanings set forth in the Series 2006-1 Supplement.

Pursuant to Section 5.5[(c)(iii)][(d)(ii)] of the Series 2006-1 Supplement, the Trustee under the Series 2006-1 Supplement hereby makes a demand for payment on the Series 2006-1 Demand Notes in the amount of \$[\_\_\_\_\_].

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Name:  
Title:

[FORM OF TRANSFER SUPPLEMENT]

TRANSFER SUPPLEMENT, dated as of \_\_\_\_\_, \_\_\_\_\_ among [NAME OF APA BANK] (the "Transferor"), each purchaser listed as an Acquiring APA Bank on the signature pages hereof (each, an "Acquiring APA Bank"), the Funding Agent with respect to such Acquiring APA Bank listed in the signature pages hereof (each, a "Funding Agent"), CENTRE POINT FUNDING, LLC, a Delaware limited liability company (the "Company") and Deutsche Bank Securities, Inc., as Administrative Agent (in such capacity, the "Administrative Agent") and Budget Truck Rental LLC, as Administrator (the "Administrator").

WITNESSETH:

WHEREAS, this Transfer Supplement is being executed and delivered in accordance with subsection 12.1(c) of the Second Amended and Restated Series 2006-1 Supplement, dated as of December 3, 2010 (as from time to time amended, supplemented or otherwise modified in accordance with the terms thereof, the "Series 2006-1 Supplement"; terms defined therein being used herein as therein defined), among the Company, the Administrator, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein, the Administrative Agent and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and Series 2006-1 Agent, to the Amended and Restated Base Indenture, dated as of March 9, 2010 (as may be amended, supplemented or otherwise modified, the "Base Indenture" and, together with the Series 2006-1 Supplement, the "Indenture"), between the Company and the Trustee;

WHEREAS, each Acquiring APA Bank (if it is not already an existing APA Bank) wishes to become an APA Bank party to the Series 2006-1 Supplement; and

WHEREAS, the Transferor is selling and assigning to each Acquiring APA Bank, rights, obligations and commitments under the Series 2006-1 Supplement and the Series 2006-1 Notes;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Upon the execution and delivery of this Transfer Supplement by each Acquiring APA Bank, each Funding Agent, the Transferor, the Company, the Administrator and the Administrative Agent (the date of such execution and delivery, the "Transfer Issuance Date"), each Acquiring APA Bank shall be an APA Bank party to the Series 2006-1 Supplement for all purposes thereof.

2. The Transferor acknowledges receipt from each Acquiring APA Bank of an amount equal to the purchase price, as agreed between the Transferor and such Acquiring APA Bank (the "Purchase Price"), of the portion being purchased by such Acquiring APA Bank (such Acquiring APA Bank's "Purchased Percentage") of the Transferor's Commitment under the Series 2006-1 Supplement and the Transferor's Purchaser Group Invested Amount. The

Transferor hereby irrevocably sells, assigns and transfers to each Acquiring APA Bank, without recourse, representation or warranty, and each Acquiring APA Bank hereby irrevocably purchases, takes and assumes from the Transferor, such Acquiring APA Bank's Purchased Percentage of the Transferor's Commitment under the Series 2006-1 Supplement and the Transferor's Purchaser Group Invested Amount.

3. The Transferor has made arrangements with each Acquiring APA Bank with respect to (i) the portion, if any, to be paid, and the date or dates for payment, by such Acquiring APA Bank to the Transferor of any Commitment Fees heretofore received by the Transferor pursuant to the Series 2006-1 Supplement prior to the Transfer Issuance Date and (ii) the portion, if any to be paid, and the date or dates for payment, by such Acquiring APA Bank to the Transferor of Commitment Fees or Series 2006-1 Monthly Interest received by such Acquiring APA Bank pursuant to the Series 2006-1 Supplement from and after the Transfer Issuance Date.

4. From and after the Transfer Issuance Date, amounts that would otherwise be payable to or for the account of the Transferor pursuant to the Series 2006-1 Supplement shall, instead, be payable to or for the account of the Transferee and the Acquiring APA Banks, as the case may be, in accordance with their respective interests as reflected in this Transfer Supplement, whether such amounts have accrued prior to the Transfer Issuance Date or accrue subsequent to the Transfer Issuance Date.

5. Each of the parties to this Transfer Supplement agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Transfer Supplement.

6. By executing and delivering this Transfer Supplement, the Transferor and each Acquiring APA Bank confirm to and agree with each other and the APA Banks as follows: (i) other than the representation and warranty that it is the legal and beneficial owner of the interest being assigned hereby free and clear of any adverse claim, the Transferor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Series 2006-1 Supplement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Indenture, the Series 2006-1 Notes, the Series 2006-1 Related Documents or any instrument or document furnished pursuant thereto; (ii) the Transferor makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Company or the performance or observance by the Company of any of the Company's obligations under the Indenture, the Series 2006-1 Related Documents or any other instrument or document furnished pursuant hereto; (iii) each Acquiring APA Bank confirms that it has received a copy of the Indenture and such other Series 2006-1 Related Documents and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Transfer Supplement; (iv) each Acquiring APA Bank will, independently and without reliance upon the Administrative Agent, the Transferor or any other Purchaser Group and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Indenture; (v) each Acquiring APA Bank appoints and



authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Series 2006-1 Supplement as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with Article XI of the Series 2006-1 Supplement; (vi) each Acquiring APA Bank appoints and authorizes a Funding Agent to take such action as agent on its behalf and to exercise such powers under the Series 2006-1 Supplement as are delegated to such Funding Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with Article XII of the Series 2006-1 Supplement; (vii) each Acquiring APA Bank agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Indenture are required to be performed by it as an Acquiring APA Bank; and (viii) each Acquiring APA Bank confirms that it is an Eligible Assignee.

7. Schedule I hereto sets forth the revised Commitment Percentages of the Transferor and each Acquiring APA Bank as well as administrative information with respect to each Acquiring APA Bank and its Funding Agent.

8. This Transfer Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Transfer Supplement to be executed by their respective duly authorized officers as of the date first set forth above.

[NAME OF SELLING APA BANK], as Transferor

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF ACQUIRING APA BANK],  
as Acquiring APA Bank

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF FUNDING AGENT FOR ACQUIRING APA  
BANK], as Funding Agent

By: \_\_\_\_\_  
Name:  
Title:

CONSENTED AND ACKNOWLEDGED:

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Title:

BUDGET TRUCK RENTAL LLC,  
as Administrator

By: \_\_\_\_\_  
Title:

DEUTSCHE BANK SECURITIES, INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Title:

LIST OF ADDRESSES FOR NOTICES  
AND OF COMMITMENT PERCENTAGES

DEUTSCHE BANK SECURITIES, INC.,  
as Administrative Agent

60 Wall Street, 19<sup>th</sup> Floor  
New York, New York 10005

Attention:  
Telecopier:

[TRANSFEROR]

Address:

Prior Commitment Percentage:  
Revised Commitment Percentage:  
Prior Purchaser Group Invested Amount:  
Revised Purchaser Group Invested Amount:

[ACQUIRING APA BANK]

[FUNDING AGENT]

Address:

Address:

[Prior] Commitment Percentage:

[Revised Commitment Percentage:]

[Prior Purchaser Group Invested Amount:]

[Revised] Purchaser Group Invested Amount:

[FORM OF PURCHASER GROUP SUPPLEMENT]

PURCHASER GROUP SUPPLEMENT, dated as of \_\_\_\_\_, \_\_\_\_\_ among [NAME OF CP CONDUIT PURCHASER] and [NAME OF APA BANK] (collectively, the "Transferor Purchaser Group"), the CP Conduit Purchaser and the APA Bank or Banks listed on the signature pages hereof (collectively, the "Acquiring Purchaser Group"), the Funding Agent with respect to such Acquiring Purchaser Group listed in the signature pages hereof (each, a "Funding Agent"), CENTRE POINT FUNDING, LLC, a Delaware limited liability company (the "Company") and DEUTSCHE BANK SECURITIES, INC., as Administrative Agent (in such capacity, the "Administrative Agent") and BUDGET TRUCK RENTAL LLC, as Administrator, as Administrator (the "Administrator").

W I T N E S S E T H:

WHEREAS, this Purchaser Group Supplement is being executed and delivered in accordance with subsection 12.1(e) of the Second Amended and Restated Series 2006-1 Supplement, dated as of December 3, 2010 (as from time to time amended, supplemented or otherwise modified in accordance with the terms thereof, the "Series 2006-1 Supplement"; terms defined therein being used herein as therein defined), among the Company, the Administrator, the CP Conduit Purchasers, the APA Banks and the Funding Agents from time to time parties thereto, the Administrative Agent and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and Series 2006-1 Agent, to the Amended and Restated Base Indenture, dated as of March 9, 2010 (as may be amended, supplemented or otherwise modified, the "Base Indenture" and, together with the Series 2006-1 Supplement, the "Indenture"), between the Company and the Trustee;

WHEREAS, the Acquiring Purchaser Group wishes to become a CP Conduit Purchaser and the APA Banks with respect to such CP Conduit Purchaser; and

WHEREAS, the Transferor Purchaser Group is selling and assigning to the Acquiring Purchaser Group their respective rights, obligations and commitments under the Series 2006-1 Supplement and the Series 2006-1 Notes;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Upon the execution and delivery of this Purchaser Group Supplement by the Acquiring Purchaser Group, the Funding Agent with respect thereto, the Transferor Purchaser Group, the Company, the Administrator and the Administrative Agent (the date of such execution and delivery, the "Transfer Issuance Date"), the CP Conduit Purchaser and the APA Banks with respect to such Acquiring Purchaser Group shall be parties to the Series 2006-1 Supplement for all purposes thereof.

2. The Transferor Purchaser Group acknowledges receipt from the Acquiring Purchaser Group of an amount equal to the purchase price, as agreed between the Transferor Purchaser Group and such Acquiring Purchaser Group (the "Purchase Price"), of the portion being purchased by such Acquiring Purchaser Group (such Acquiring Purchaser Group's "Purchased Percentage") of the Maximum Purchaser Group Invested Amount with respect to the APA Banks included in the Transferor Purchaser Group under the Series 2006-1 Supplement and the Transferor Purchaser Group's Purchaser Group Invested Amount. The Transferor Purchaser Group hereby irrevocably sells, assigns and transfers to the Acquiring Purchaser Group, without recourse, representation or warranty, and the Acquiring Purchaser Group hereby irrevocably purchases, takes and assumes from the Transferor Purchaser Group, such Acquiring Purchaser Group's Purchased Percentage of the Transferor Purchaser Group's Purchaser Group Invested Amount.

3. The Transferor Purchaser Group has made arrangements with the Acquiring Purchaser Group with respect to (i) the portion, if any, to be paid and the date or dates for payment, by such Acquiring Purchaser Group to the Transferor Purchaser Group of Commitment Fees or Series 2006-1 Monthly Interest received by such Acquiring Purchaser Group pursuant to the Series 2006-1 Supplement from and after the Transfer Issuance Date and (ii) the portion, if any, to be paid and the date or dates for payment, by such Acquiring Purchaser Group to the Transferor Purchaser Group of Series 2006-1 Monthly Interest received by such Acquiring Purchaser Group pursuant to the Series 2006-1 Supplement from and after the Transfer Issuance Date.

4. From and after the Transfer Issuance Date, amounts that would otherwise be payable to or for the account of the Transferor Purchaser Group pursuant to the Series 2006-1 Supplement shall, instead, be payable to or for the account of the Transferor Purchaser Group and the Acquiring Purchaser Group, as the case may be, in accordance with their respective interests as reflected in this Purchaser Group Supplement, whether such amounts have accrued prior to the Transfer Issuance Date or accrue subsequent to the Transfer Issuance Date.

5. Each of the parties to this Purchaser Group Supplement agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Purchaser Group Supplement.

6. By executing and delivering this Purchaser Group Supplement, the Transferor Purchaser Group and the Acquiring Purchaser Group confirm to and agree with each other as follows: (i) other than the representation and warranty that it is the legal and beneficial owner of the interest being assigned hereby free and clear of any adverse claim, the Transferor Purchaser Group makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Series 2006-1 Supplement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Indenture, the Series 2006-1 Notes, the Series 2006-1 Related Documents or any instrument or document furnished pursuant thereto; (ii) the Transferor Purchaser Group makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Company or the performance or observance by the Company of any of the Company's obligations under the Indenture, the Series 2006-1 Related Documents or any other

instrument or document furnished pursuant hereto; (iii) the Acquiring Purchaser Group confirms that it has received a copy of the Indenture and such other Series 2006-1 Related Documents and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Purchaser Group Supplement; (iv) the Acquiring Purchaser Group will, independently and without reliance upon the Administrative Agent, the Transferor Purchaser Group or any other Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Indenture; (v) the Acquiring Purchaser Group appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Series 2006-1 Supplement as are delegated to the Administrative Agent by the terms thereof together with such powers as are reasonably incidental thereto, all in accordance with Article IX of the Series 2006-1 Supplement; (vi) each member of the Acquiring Purchaser Group appoints and authorizes the Funding Agent to take such action as agent on its behalf and to exercise such powers under the Series 2006-1 Supplement as are delegated to such Funding Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with Article XI of the Series 2006-1 Supplement; (vii) each member of the Acquiring Purchaser Group agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Indenture are required to be performed by it as a member of the Acquiring Purchaser Group and (viii) each member of the Acquiring Purchaser Group confirms that it is an Eligible Assignee.

7. Schedule I hereto sets forth the revised Commitment Percentages of the Transferor Purchaser Group and each Acquiring Purchaser Group as well as administrative information with respect to the Acquiring Purchaser Group and its Funding Agent.

8. This Purchaser Group Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Purchaser Group Supplement to be executed by their respective duly authorized officers as of the date first set forth above.

[NAME OF SELLING CP CONDUIT PURCHASER], as  
Transferor Purchaser Group

By: \_\_\_\_\_  
Title:

[NAME OF SELLING APA BANK], as Transferor Purchaser  
Group

By: \_\_\_\_\_  
Title:

[NAME OF ACQUIRING CP CONDUIT PURCHASER], as  
Acquiring Purchaser Group

By: \_\_\_\_\_  
Title:

[NAME OF ACQUIRING APA BANK],  
as Acquiring Purchaser Group

By: \_\_\_\_\_  
Title:

[NAME OF FUNDING AGENT FOR ACQUIRING  
PURCHASER GROUP], as Funding Agent

By: \_\_\_\_\_  
Title:



CONSENTED AND ACKNOWLEDGED:

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Title:

BUDGET TRUCK RENTAL LLC,  
as Administrator

By: \_\_\_\_\_  
Title:

DEUTSCHE BANK SECURITIES, INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Title:

**DEMAND NOTE**  
**(Series 2006-1)**

New York, New York  
[\_\_\_\_], 20[\_\_]

[\$\_\_\_\_\_]

FOR VALUE RECEIVED, the undersigned, Budget Rent A Car System, Inc., a Delaware corporation (the "Demand Note Issuer"), promises to pay to the order of CENTRE POINT FUNDING, LLC, a Delaware corporation, or its permitted assigns ("Holder") on any date of demand (each, a "Demand Date") the principal sum of \$[\_\_\_\_\_], together with interest thereon at a rate per annum (the "Interest Rate") equal to LIBOR plus [\_\_\_\_\_]%, computed on the basis of a 360-day year for the actual number of days elapsed (including the first day but excluding the last day).

Definitions. Capitalized terms used, but not defined, in this Demand Note shall have the respective meanings assigned to them in the Amended and Restated Base Indenture, dated as of March 9, 2010 (as may be amended, restated, supplemented or modified from time to time, exclusive of Series Supplements thereto creating a new Series of Notes, the "Base Indenture"), between CENTRE POINT FUNDING, LLC and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the "Trustee"), as supplemented by the Second Amended and Restated Series 2006-1 Supplement, dated as of December 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Series 2006-1 Supplement"), among CENTRE POINT FUNDING, LLC, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Series 2006-1 Agent.

Principal. The outstanding principal balance (or any portion thereof) of this Demand Note shall be due and payable on each Demand Date to the extent demand is made therefor by Holder. No portion of the outstanding principal amount of this Demand Note may be voluntarily prepaid.

Interest. Interest shall be paid monthly on the 20<sup>th</sup> day (or the first Business Day thereafter) of each calendar month commencing [\_\_\_\_\_, \_\_\_\_]. In addition, interest shall be paid on each Demand Date to the extent demand is made therefor.

Calculation of Principal and Interest. The interest shall be computed on a monthly basis by applying the Interest Rate effective for the Series 2006-1 Interest Period to the outstanding principal balance for such Series 2006-1 Interest Period. The outstanding principal balance as of any day shall be the outstanding principal balance as of the beginning of such day, less any payments of principal credited to the Demand Note Issuer's account on that day. The records of Holder with respect to amounts due and payments received hereunder shall be presumed to be correct evidence thereof.

**Maturity Date.** On the Demand Date on which payment of the remaining principal balance of this Demand Note is to be made, or such earlier date as payment of the indebtedness evidenced hereby shall be due, whether by mandatory prepayment, acceleration or otherwise (the "**Maturity Date**"), the entire outstanding principal balance of this Demand Note, together with accrued interest and any other sums then outstanding under this Demand Note, shall be due and payable.

**Payments.** All payments shall be made in lawful money of the United States of America by wire transfer in immediately available funds and shall be applied first to fees and costs, including collection costs, if any, next to interest and then to principal. Payments shall be made to the account designated in the written demand for payment.

**Collection Costs.** The Demand Note Issuer agrees to pay all costs of collection of this Demand Note, including, without limitation, reasonable attorney's fees, paralegal's fees and other legal costs (including court costs) incurred in connection with consultation, arbitration and litigation (including trial, appellate, administrative and bankruptcy proceedings) regardless of whether or not suit is brought, and all other costs and expenses incurred by Holder exercising its rights and remedies hereunder. Such costs of collection shall bear interest at the Default Rate (as defined below) until paid.

**Default.** (a) If the Demand Note Issuer shall fail to pay any principal, interest or other amounts on the date of written demand for payment; provided that such demand is made prior to 2:00 p.m. (New York City time) on a Business Day, or on the next Business Day if written demand is made on or after 2:00 p.m. (New York City time) on a Business Day, or (b) upon the occurrence of an Event of Bankruptcy with respect to the Demand Note Issuer (each, an "**Event of Default**"), the entire outstanding principal balance of this Demand Note, together with all accrued and unpaid interest, shall (x) in the case of an Event of Default under clause (a) above, at the option of Holder and without further notice (any notice of such event being hereby waived by the Demand Note Issuer), or (y) in the case of an Event of Default under clause (b) above, automatically without notice (any notice of any such event being waived by the Demand Note Issuer), become immediately due and payable and may be collected forthwith, and Holder may exercise any and all rights and remedies provided herein, in law or in equity.

**Default Interest.** After the Maturity Date or the occurrence of an Event of Default, the outstanding principal balance of this Demand Note and, to the extent permitted by applicable law, accrued and unpaid interest, shall bear interest (the "**Default Rate**") at the Interest Rate plus two percent (2%) until paid in full, provided, however, in no event shall such rate exceed the highest rate permissible under applicable law.

**Waivers.** The Demand Note Issuer waives all applicable exemption rights and also waives valuation and appraisal, demand, presentment, protest and demand, and notice of protest, demand and dishonor, and nonpayment of this Demand Note, and agrees that Holder shall have the right, without notice, to grant any extension or extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatsoever.

**No Waiver.** No delay or omission on the part of Holder in exercising its rights under this Demand Note, or delay or omission on the part of Holder in exercising its rights hereunder, or course of conduct relating thereto, shall operate as a waiver of such rights or any other right of

Holder, nor shall any waiver by Holder of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. Acceptance by Holder of any payment after its due date shall not be deemed a waiver of the right to require prompt payment when due of all other sums, and acceptance of any payment after Holder has declared the indebtedness evidenced by this Demand Note due and payable shall not cure any Event of Default or operate as a waiver of any right of Holder.

Modifications. No amendment, modification or waiver of, or consent with respect to, any provision of this Demand Note shall in any event be effective unless (a) the same shall be in writing and signed and delivered by each of Holder and the Demand Note Issuer, and (b) all consents required for such actions under the Base Indenture and the Series 2006-1 Related Documents shall have been received by the appropriate Persons.

Binding Effect. This Demand Note shall be binding upon the Demand Note Issuer and its successors and assigns, and shall inure to the benefit of Holder and its successors and assigns.

Governing Law. THIS DEMAND NOTE HAS BEEN DELIVERED IN NEW YORK, NEW YORK AND SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

No Negotiation. This Demand Note is not negotiable other than to the Trustee for the benefit of the Secured Parties under the Series 2006-1 Supplement. The parties intend that this Demand Note will be pledged by the initial Holder to the Trustee for the benefit of the Secured Parties under the Series 2006-1 Supplement and the Demand Note Issuer consents and agrees thereto. Upon such pledge, this Demand Note shall be subject to all of the rights and remedies of the Trustee in the Base Indenture, the Series 2006-1 Supplement and the other Series 2006-1 Related Documents and payments hereunder shall be made only to said Trustee.

Reduction of Principal. The principal amount of this Demand Note may be reduced only in accordance with the provisions of the Series 2006-1 Supplement.

Acknowledgment. The Demand Note Issuer hereby acknowledges receipt of [cash/capital contribution] on the date of the issuance of this Demand Note in the principal amount of \$[\_\_\_\_\_].

Captions. Paragraph captions used in this Demand Note are provided solely for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Demand Note.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Demand Note or caused this Demand Note to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

BUDGET RENT A CAR SYSTEM, INC.

By: \_\_\_\_\_  
Name:  
Title:

ENDORSEMENT

Pay to the Order of \_\_\_\_\_, without recourse

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Name:  
Title:

PAYMENT GRID

<u>Date</u>	<u>Principal Amount</u>	<u>Amount of Principal Payment</u>	<u>Outstanding Principal Balance</u>	<u>Notation Made By</u>
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FORM OF IRREVOCABLE SERIES 2006-1 LETTER OF CREDIT  
No. [ ]

[ ], 20[ ]

The Bank of New York Mellon Trust Company, N.A., as Trustee  
2 North LaSalle Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60602

Attention:

Dear Sir or Madam:

The undersigned ("Series 2006-1 Letter of Credit Provider") hereby establishes, at the request and for the account of Avis Budget Car Rental, LLC, a Delaware limited liability company ("ABCR"), pursuant to, and in accordance with, that certain [Credit Agreement], dated as of [ ] (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, the "Credit Agreement"), among ABCR and the financial institutions party thereto (collectively, the "Series 2006-1 Letter of Credit Providers"), in accordance with the terms of such Credit Agreement (i) in your favor in respect of Lease Deficit Demands (as defined below), (ii) in your favor in respect of Unpaid Demand Note Demands (as defined below), (iii) in your favor in respect of Termination Demands (as defined below) and (iv) in your favor in respect of Termination Date Demands (as defined below) this Irrevocable Letter of Credit No. [ ], in an aggregate maximum amount of [ ] DOLLARS (\$[ ]) (such amount, as the same may be reduced and reinstated from time to time as provided herein, being the "Letter of Credit Amount"), effective immediately and expiring at 4:00 p.m. (New York time) at our office located at [ ] Attention: [ ], Telephone No.: [ ], Facsimile No.: [ ] (or at any other office which may be designated by the Series 2006-1 Letter of Credit Provider by written notice delivered to you, being the "Series 2006-1 Letter of Credit Provider's Office") on the date (the "Expiration Date") that is the earlier of (i) [ ], 20[ ], or such later date to which the term of this Series 2006-1 Letter of Credit is extended (or, if such date is not a Business Day, the immediately succeeding Business Day) (the "Scheduled Expiration Date") and (ii) the date on which we receive written notice from you that the Series 2006-1 Letter of Credit Termination Date shall have occurred. You are the Trustee under that certain Amended and Restated Base Indenture (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between you, as Trustee (in such capacity, the "Trustee") and CENTRE POINT FUNDING, LLC ("CPF"). "Series 2006-1 Supplement" means the Second Amended and Restated Series 2006-1 Supplement to the Base Indenture, dated as of December 3, 2010, among CPF, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein and you, as Trustee and Series 2006-1 Agent, as the same may be amended, supplemented, restated or otherwise modified from time to time. Capitalized terms used herein and in the Annexes hereto and not

otherwise defined herein shall have the meaning set forth in the Series 2006-1 Supplement and the Base Indenture.

Upon the earliest of (i) the date on which the Series 2006-1 Letter of Credit Provider honors a Termination Date Demand presented hereunder, (ii) the date on which the Series 2006-1 Letter of Credit Provider receives written notice from you that this Series 2006-1 Letter of Credit has been replaced by an alternate letter of credit and such alternate letter of credit has been received by you, (iii) the date on which the Series 2006-1 Letter of Credit Provider receives written notice from you substantially in the form attached hereto as Annex F, and (iv) the Scheduled Expiration Date, this Series 2006-1 Letter of Credit shall automatically terminate and you shall surrender this Series 2006-1 Letter of Credit to the undersigned Series 2006-1 Letter of Credit Provider on such day; provided, however, that a failure to surrender this Series 2006-1 Letter of Credit following any such date will have no effect on such termination, and this Series 2006-1 Letter of Credit will be considered terminated notwithstanding any such failure to surrender.

The Series 2006-1 Letter of Credit Provider irrevocably authorizes you to draw on it, in accordance with the terms and conditions and subject to the reductions in amount as hereinafter set forth, (1) in one or more drawings by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex A attached hereto (any such certificate being a "Lease Deficit Demand"), (2) in one or more drawings by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex B attached hereto (any such certificate being an "Unpaid Demand Note Demand"), (3) in a single drawing by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex C attached hereto (such certificate being a "Termination Demand"); provided that only one such Termination Demand may be made hereunder and (4) in a single drawing by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex D attached hereto (such certificate being a "Termination Date Demand"); provided that only one such Termination Date Demand may be made hereunder. All certificates in the form of Annexes A through D pursuant to the above are each referred to herein as a "Demand".

All Demands are payable at sight on a Business Day, in the amount equal to the amount set forth in such Demand but not exceeding the Letter of Credit Amount as in effect on such Business Day, having a cover letter clearly marked "PAYMENT DEMAND-IMMEDIATE ACTION REQUIRED", and shall be made by presentation of each cover letter and Demand dated the date of its presentation, by facsimile (at facsimile number ([\_\_\_\_]) [\_\_\_\_]), Attention: [\_\_\_\_], or electronic transmission, without further need of documentation, including the original of this Series 2006-1 Letter of Credit, it being understood that each Demand so submitted is to be the sole operative instrument of drawing. You shall use your best efforts to give telephonic notice of a drawing to the Series 2006-1 Letter of Credit Provider at its Standby Service Unit, (at: [\_\_\_\_], Option 1 or alternately to [\_\_\_\_]) on the Business Day preceding the day of such drawing (but such notice shall not be a condition to drawing hereunder and you shall have no liability for not doing so).

In the event that there is more than one draw request payable on the same Business Day, the draw requests shall be honored in the following order:  
(1) the Lease Deficit



Demand; (2) the Unpaid Demand Note Demand; (3) the Termination Demand and (4) the Termination Date Demand; provided that in no event shall the Series 2006-1 Letter of Credit Provider be required to honor any draw request to the extent such draw request is in an amount greater than the Letter of Credit Amount at such time after giving effect to all other draw requests honored on such day. Upon the honoring of a Termination Date Demand in full, the Series 2006-1 Letter of Credit Provider shall have no obligation to honor any other draw request. Any payments made by the Series 2006-1 Letter of Credit Provider shall be paid from funds of the Series 2006-1 Letter of Credit Provider. "Business Day" means any day other than a Saturday, Sunday or other day on which banks are required or authorized by law to close in New York City, New York or Chicago, Illinois. Upon the Series 2006-1 Letter of Credit Provider's honoring any Demand presented hereunder, the Letter of Credit Amount shall automatically be decreased by an amount equal to said Demand paid by the Series 2006-1 Letter of Credit Provider to the Trustee. In addition to the foregoing reduction, upon the Series 2006-1 Letter of Credit Provider's honoring any Termination Date Demand presented to it hereunder in full, the Letter of Credit Amount shall automatically be reduced to zero and this Series 2006-1 Letter of Credit shall be terminated.

The Letter of Credit Amount shall be automatically reinstated when and to the extent, but only when and to the extent, that (i) the Series 2006-1 Letter of Credit Provider is reimbursed by CPF, the Lessee or ABCR for any amount drawn hereunder as a Lease Deficit Demand or Unpaid Demand Note Demand, (ii) the Series 2006-1 Letter of Credit Provider receives written notice from ABCR in the form of Annex E hereto that the Letter of Credit Amount should be reinstated in an amount set forth therein (which shall equal the amount reimbursed pursuant to clause (i)) and that no Event of Bankruptcy (as defined in Annex E attached hereto) with respect to ABCR, Budget Rent A Car Systems, Inc. ("BRAC") or the Lessee has occurred and is continuing and (iii) this Series 2006-1 Letter of Credit has not been terminated in accordance with the terms hereof.

If the Series 2006-1 Letter of Credit Provider receives any Demand as herein provided on or prior to the Scheduled Expiration Date, all in conformity with the terms and conditions of this Series 2006-1 Letter of Credit, not later than 12:00 noon (New York City time) on a Business Day, the Series 2006-1 Letter of Credit Provider will make such funds available by 4:00 p.m. (New York City time) on the same Business Day in accordance with your payment instructions. If the Series 2006-1 Letter of Credit Provider receives any Demand as herein provided on or prior to the termination hereof, all in conformity with the terms and conditions of this Series 2006-1 Letter of Credit, after 12:00 noon (New York City time) on a Business Day, the Series 2006-1 Letter of Credit Provider will make the funds available by 12:00 noon (New York City time) on the next succeeding Business Day in accordance with your payment instructions. If you so request the Series 2006-1 Letter of Credit Provider, payment under this Series 2006-1 Letter of Credit may be made by wire transfer of Federal Reserve Bank of New York funds to your account in a bank on the Federal Reserve wire system or by deposit of same day funds into a designated account.

For purposes of the certificates to be delivered by you in the form attached hereto as Annexes A, B and D: "Pro Rata Share" means, with respect to any Series 2006-1 Letter of Credit Provider as of any date, the fraction (expressed as a percentage) obtained by dividing (A) such Series 2006-1 Letter of Credit Provider's Letter of Credit Amount as of such date by (B) an

amount equal to the aggregate amount of the Letter of Credit Amounts of all the Series 2006-1 Letter of Credit Providers under their respective Series 2006-1 Letters of Credit as of such date; provided, that only for purposes of calculating the Pro Rata Share with respect to any Series 2006-1 Letter of Credit Provider as of any date, if such Series 2006-1 Letter of Credit Provider has not complied with its obligation to pay the Trustee the amount of any Lease Deficit Demand, Unpaid Demand Note Demand, Termination Demand or Termination Date Demand (as defined in the related Series 2006-1 Letter of Credit) made prior to such date, such Series 2006-1 Letter of Credit Provider's Letter of Credit Amount, as of such date shall be treated as reduced (for calculation purposes only) by the amount of such unpaid Lease Deficit Demand, Unpaid Demand Note Demand, Termination Demand or Termination Date Demand, as the case may be, and shall not be reinstated for purposes of such calculation unless and until the date as of which such Series 2006-1 Letter of Credit Provider has paid such amount to the Trustee and been reimbursed by CPF, the Lessee or ABCR, as the case may be, for such amount (provided that the foregoing calculation shall not in any manner reduce the undersigned's actual liability in respect of any failure to pay any Lease Deficit Demand, Unpaid Demand Note Demand, Termination Demand or Termination Date Demand).

This Series 2006-1 Letter of Credit is transferable in its entirety to any transferee(s) who you certify to the Series 2006-1 Letter of Credit Provider has succeeded you, as Trustee, and may be successively transferred. Transfer of this 2006-1 Letter of Credit to such transferee shall be effected by the presentation to the Series 2006-1 Letter of Credit Provider of this Series 2006-1 Letter of Credit accompanied by a transfer request in the form of Annex G attached hereto. Transfers to designated foreign nationals and /or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Control Regulations. Upon our endorsement of such transfer, the transferee instead of the transferor shall, without necessity of further action, be entitled to all the benefits of and rights under this Series 2006-1 Letter of Credit in the transferor's place; provided that, in such case, any certificates of the Trustee to be provided hereunder shall be signed by one who states therein that he is a duly authorized officer or agent of the transferee.

This Series 2006-1 Letter of Credit sets forth in full the undertaking of the Series 2006-1 Letter of Credit Provider, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates. In furtherance of the foregoing, with regard to any conflict between the terms hereof and those contained in the Credit Agreement, the terms hereof shall govern.

On the Business Day immediately following any Business Day on which the Series 2006-1 Invested Amount shall have been reduced (each a "Decrease Day"), the Letter of Credit Amount may be reduced upon prior written notice (which may be by facsimile transmission with telephone confirmation of receipt at such numbers as herein provided) delivered to the Series 2006-1 Letter of Credit Provider on or before such Decrease Day purportedly signed by the Administrator by an amount (which will be expressed in United States Dollars in such notice) set forth in such notice equal to the lesser of the Pro Rata Share of (1) the excess, if any, of the Series 2006-1 Enhancement Amount over the Series 2006-1 Required Enhancement Amount, (2) the excess, if any, of the Series 2006-1 Liquid Enhancement

Amount over the Series 2006-1 Required Liquid Enhancement Amount and (3) the excess, if any, of the Series 2006-1 Letter of Credit Liquidity Amount over the Series 2006-1 Required Letter of Credit Liquidity Amount, in the case of (1), (2) and (3) calculated as of such Decrease Day after giving effect to all payments of principal on such Decrease Day with respect to the Series 2006-1 Notes.

Making a non-complying drawing, withdrawing a drawing or failing to make any drawing does not waive or otherwise prejudice the right to make another timely drawing or a timely redrawing.

**Except as expressly stated herein, this Series 2006-1 Letter of Credit is subject to the International Standby Practice, ICC Publication No. 590 (the "ISP98"), except as otherwise provided above. If this Series 2006-1 Letter of Credit expires during an interruption of business caused by an act of God, riot, civil commotion, insurrection, war or other cause beyond the bank's control, or by any strike or lockout, we agree to effect payment under this Series 2006-1 Letter of Credit, if a drawing which conforms to the terms and conditions of this Series 2006-1 Letter of Credit is made within twenty (20) days after the resumption of business, and, as to matters not covered by the ISP98, shall be governed by the law of the State of New York, including the Uniform Commercial Code as in effect in the State of New York.**

Communications with respect to this Series 2006-1 Letter of Credit shall be addressed to us at [\_\_\_\_], C/O [\_\_\_\_], [\_\_\_\_], [\_\_\_\_], [\_\_\_\_], [\_\_\_\_], ATTN: [\_\_\_\_], specifically referring to the number of this Series 2006-1 Letter of Credit. For telephone assistance, please contact the [\_\_\_\_] at [\_\_\_\_], select Option 1, and have this Series 2006-1 Letter of Credit number available.

Very truly yours,

[Series 2006-1 Letter of Credit Provider]

By: \_\_\_\_\_  
Name:  
Title:



Provider's Pro Rata Share as of the date hereof and (B) the lesser of (x) the Series 2006-1 Lease Principal Payment Deficit on the related Distribution Date and (y) the amount by which the Series 2006-1 Principal Deficit Amount on the related Distribution Date exceeds the amount to be deposited in the Series 2006-1 Distribution Account in accordance with Section 5.5(c)(i) of the Series 2006-1 Supplement, and (ii) the Letter of Credit Amount as in effect on the date of this certificate.] The "Lease Deficit Disbursement" on any day shall be the sum of the Interest Lease Deficit Disbursement and the Principal Lease Deficit Disbursement.

3. Concurrently with the draw being demanded hereby, the undersigned is making a draw under each of the other Series 2006-1 Letters of Credit in an amount equal to the related other Series 2006-1 Letter of Credit Providers' Pro Rata Share of the amount to be drawn on the Series 2006-1 Letters of Credit pursuant to Section [5.3(d)] [5.5(c)(ii)] of the Series 2006-1 Supplement on the date hereof.

4. The related Series 2006-1 Lease Payment Deficit is attributable to the Lessee's failure to pay amounts due under the Leases.

5. You are requested to deliver an amount equal to the Lease Deficit Disbursement pursuant to the following instructions:

Payment by the Series 2006-1 Letter of Credit Provider pursuant to this Demand shall be made to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_,

Re: \_\_\_\_\_.

6. The Trustee acknowledges that, pursuant to the terms of the Series 2006-1 Letter of Credit, upon the Series 2006-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced by an amount equal to the amount paid by the Series 2006-1 Letter of Credit Provider in respect of such draw.

IN WITNESS WHEREOF, the duly authorized officer of the Trustee has executed and delivered this certificate on behalf of the Trustee on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX B

CERTIFICATE OF UNPAID DEMAND NOTE DEMAND

[Series 2006-1 Letter of Credit Provider]

[Address]

Attention: [ ]

Certificate of Unpaid Demand Note Demand under the Irrevocable Letter of Credit No. [ ] (the "Series 2006-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated therein), dated as of [ ], 20[ ], issued by [ ], as the Series 2006-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), under that certain Amended and Restated Base Indenture, dated as of March 9, 2010, between the Trustee and CENTRE POINT FUNDING, LLC ("CPF"), as amended or supplemented (exclusive of any Series Supplement thereto creating a new Series of Notes), and as further supplemented by that certain Second Amended and Restated Series 2006-1 Supplement thereto (the "Series 2006-1 Supplement"), dated as of December 3, 2010, among CPF, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2006-1 Agent (the "Indenture").

The undersigned, a duly authorized officer of the Trustee, hereby certifies to the Series 2006-1 Letter of Credit Provider as follows:

1. [ ] is the Trustee under the Indenture.
2. The Trustee is making a drawing under the Series 2006-1 Letter of Credit as required by Section 5.5(c)(iv)][(d)(iii)][(e)] of the Series 2006-1 Supplement in an amount equal to \$\_\_\_\_\_ (the "Unpaid Demand Note Disbursement"), which amount is equal to the lesser of (i) the product of the Series 2006-1 Letter of Credit Provider's Pro Rata Share as of the date hereof and the Series 2006-1 Unpaid Demand Amount and (ii) the Letter of Credit Amount as in effect on the date of this certificate.
3. Concurrently with the draw being demanded hereby, the undersigned is making a draw under each of the other Series 2006-1 Letters of Credit in an amount equal to the related other Series 2006-1 Letter of Credit Providers' Pro Rata Share as in effect on the date hereof of the Series 2006-1 Unpaid Demand Amount.
4. You are requested to deliver an amount equal to the Unpaid Demand Note Disbursement pursuant to the following instructions:

Payment by the Series 2006-1 Letter of Credit Provider pursuant to this Demand shall be made to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_, Re: \_\_\_\_\_.

5. The Trustee acknowledges that, pursuant to the terms of the Series 2006-1 Letter of Credit, upon the Series 2006-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced by an amount equal to the amount paid by the Series 2006-1 Letter of Credit Provider in respect of such draw.

IN WITNESS WHEREOF, a duly authorized officer of the Trustee has executed and delivered this certificate on behalf of the Trustee on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX C

CERTIFICATE OF TERMINATION DEMAND

[Series 2006-1 Letter of Credit Provider]

[Address]

Attention: [                    ]

Certificate of Termination Demand under the Irrevocable Letter of Credit No. [ ] (the "Series 2006-1 Letter of Credit"; the terms defined therein or incorporated therein and not otherwise defined herein being used herein as therein defined), dated as of [\_\_\_\_], 20[ ], issued by [\_\_\_\_], as the Series 2006-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), under that certain Amended and Restated Base Indenture, dated as of March 9, 2010, between the Trustee and CENTRE POINT FUNDING, LLC ("CPF"), as amended or supplemented (exclusive of any Series Supplement thereto creating a new Series of Notes), and as further supplemented by that certain Second Amended and Restated Series 2006-1 Supplement thereto (the "Series 2006-1 Supplement"), dated as of December 3, 2010, among CPF, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2006-1 Agent (the "Indenture").

The undersigned, a duly authorized officer of the Trustee, hereby certifies to the Series 2006-1 Letter of Credit Provider as follows:

1. [                    ] is the Trustee under the Indenture.

2. The Trustee is making a drawing under the Series 2006-1 Letter of Credit as required by Section 5.8(b),(c) of the Series 2006-1 Supplement in an amount equal to \$\_\_\_\_\_ (the "Termination Disbursement"), which amount is equal to the lesser of (i) the Pro Rata Share of the greater of (A) the excess, if any, of the Series 2006-1 Required Enhancement Amount over the Series 2006-1 Enhancement Amount, excluding the Letter of Credit Amount as in effect on the date of this certificate, (B) the excess, if any, of the Series 2006-1 Required Liquid Enhancement Amount over the Series 2006-1 Liquid Enhancement Amount, excluding the Letter of Credit Amount as in effect on the date of this certificate and (C) the excess, if any, of the Series 2006-1 Required Letter of Credit Liquidity Amount over the Series 2006-1 Letter of Credit Liquidity Amount, excluding the Letter of Credit Amount as in effect on the date of this certificate and (ii) the Letter of Credit Amount as in effect on the date of this certificate.

3. You are requested to deliver an amount equal to the Termination Disbursement pursuant to the following instructions:



Payment by the Series 2006-1 Letter of Credit Provider pursuant to this Demand shall be made to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_, Re: \_\_\_\_\_.

4. The Trustee acknowledges that, pursuant to the terms of the Series 2006-1 Letter of Credit, upon the Series 2006-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced to zero and the Series 2006-1 Letter of Credit shall terminate and be immediately returned to the Series 2006-1 Letter of Credit Provider.

IN WITNESS WHEREOF, a duly authorized officer of the Trustee has executed and delivered this certificate on behalf of the Trustee on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX D

CERTIFICATE OF TERMINATION DATE DEMAND

[Series 2006-1 Letter of Credit Provider]

[Address]

Attention: [                    ]

Certificate of Termination Date Demand under the Irrevocable Letter of Credit No. [\_\_\_\_\_] (the "Series 2006-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined), dated as of [\_\_\_\_\_] 20[\_\_\_], issued by [\_\_\_\_\_] as the Series 2006-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as the Trustee (the "Trustee"), under that certain Amended and Restated Base Indenture, dated as of March 9, 2010, between the Trustee and CENTRE POINT FUNDING, LLC ("CPF"), as amended or supplemented (exclusive of any Series Supplement thereto creating a new Series of Notes), and as further supplemented by that certain Second Amended and Restated Series 2006-1 Supplement thereto (the "Series 2006-1 Supplement"), dated as of December 3, 2010, among CPF, Budget Truck Rental LLC, as Administrator, the CP Conduits, the APA Banks and the Funding Agents named therein, Deutsche Bank Securities, Inc., as Administrative Agent, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2006-1 Agent (the "Indenture").

The undersigned, a duly authorized officer of the Trustee, hereby certifies to the Series 2006-1 Letter of Credit Provider as follows:

1. [\_\_\_\_\_] is the Trustee under the Indenture.

2. The Trustee is making a drawing under the Series 2006-1 Letter of Credit as required by Section 5.8(j) of the Series 2006-1 Supplement in an amount equal to \$\_\_\_\_\_ (the "Termination Date Disbursement"), which amount is equal to the lesser of (i) the [product of (x) the Series 2006-1 Letter of Credit Provider's Pro Rata Share as of the date hereof and (y) the]† the excess of the Series 2006-1 Demand Note Payment Amount over the Series 2006-1 Available Reserve Account Amount (prior to giving effect to any transfer to the Series 2006-1 Cash Collateral Account pursuant to Section 5.7(e)) and (ii) the Letter of Credit Amount as in effect on the date of this certificate.

3. [Concurrently with the draw being demanded hereby, the undersigned is making a draw under each of the other Series 2006-1 Letters of Credit in an amount equal to the lesser of (i) the related other Series 2006-1 Letter of Credit Providers' Pro Rata Share of the excess of (x) the Series 2006-1 Demand Note Payment Amount over (y) the Series 2006-1 Available Reserve Account Amount (prior to giving effect to any transfer to the Series 2006-1 Cash Collateral Account pursuant to Section 5.7(e)) and (ii) the Letter of Credit Amount with respect to such other Series 2006-1 Letter of Credit.]\*

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† If there is more than one Series 2006-1 Letter of Credit Provider

4. You are requested to deliver an amount equal to the Termination Date Disbursement pursuant to the following instructions:

Payment by the Series 2006-1 Letter of Credit Provider pursuant to this Demand shall be made to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_, Re: \_\_\_\_\_.

5. The Trustee acknowledges that, pursuant to the terms of the Series 2006-1 Letter of Credit, upon the Series 2006-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced to zero and the Series 2006-1 Letter of Credit shall terminate and be immediately returned to the Series 2006-1 Letter of Credit Provider.

IN WITNESS WHEREOF, a duly authorized officer of the Trustee has executed and delivered this certificate on behalf of the Trustee on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The Bank of New York Mellon Trust Company, N.A., as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX E

CERTIFICATE OF REINSTATEMENT OF LETTER OF CREDIT AMOUNT

[Series 2006-1 Letter of Credit Provider]

[Address]

Attention: [                    ]

Certificate of Reinstatement of Letter of Credit Amount under the Irrevocable Letter of Credit No. [                    ] (the "Series 2006-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated therein), dated as of [\_\_\_\_], 20[\_\_\_], issued by [\_\_\_\_], as the Series 2006-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), under that certain Amended and Restated Base Indenture, dated as of March 9, 2010, between the Trustee and CENTRE POINT FUNDING, LLC ("CPF"), as amended or supplemented (exclusive of any Series Supplement thereto creating a new Series of Notes), and as further supplemented by that certain Second Amended and Restated Series 2006-1 Supplement thereto (the "Series 2006-1 Supplement"), dated as of December 3, 2010, among CPF, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2006-1 Agent (the "Indenture").

The undersigned, a duly authorized officer of Avis Budget Car Rental, LLC ("ABCR"), hereby certifies to the Series 2006-1 Letter of Credit Provider as follows:

1. As of the date of this certificate, the Series 2006-1 Letter of Credit Provider has been reimbursed by [                    ] in the amount of \$[                    ] (the "Reimbursement Amount") in respect of the [Lease Deficit Demand] [Unpaid Demand Note Demand] (the "Demand") made on \_\_\_\_\_, \_\_\_\_.

2. ABCR hereby notifies you that, pursuant to the terms and conditions of the Series 2006-1 Letter of Credit, the Letter of Credit Amount of the Series 2006-1 Letter of Credit Provider is hereby reinstated in the amount of \$[                    ] (the "Reinstatement Amount") [NOT TO EXCEED REIMBURSEMENT AMOUNT] so that the Letter of Credit Amount of the Series 2006-1 Letter of Credit Provider after taking into account such reinstatement is in amount equal to \$[                    ] [NOT TO EXCEED MAXIMUM AMOUNT OF LETTER OF CREDIT PRIOR TO DRAWING].

3. As of the date of this Certificate, no Event of Bankruptcy with respect to ABCR, BRAC or the Lessee has occurred and is continuing. "Event of Bankruptcy", with respect to the Lessee, ABCR or BRAC, means (a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or any substantial part of its assets, or any similar action with respect to such Person under any law relating to bankruptcy,

insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of 60 consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect; or (b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors; or (c) the board of directors of such Person (if such Person is a corporation or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

IN WITNESS WHEREOF, ABCR has executed and delivered this certificate on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AVIS BUDGET CAR RENTAL, LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

The undersigned hereby acknowledges receipt of the Reimbursement Amount (as defined above) in the amount set forth above in paragraph 1 and agrees for the benefit of the Trustee that the undersigned's Letter of Credit Amount is in an amount equal to \$\_\_\_\_\_ as of the date hereof after taking into account the reinstatement of the undersigned's Letter of Credit Amount by an amount equal to the Reinstatement Amount.

[Series 2006-1 Letter of Credit Provider]

By: \_\_\_\_\_  
Name:  
Title:

ANNEX F

CERTIFICATE OF TERMINATION

[Series 2006-1 Letter of Credit Provider]

[Address]

Attention: [                    ]

Certificate of Termination of Letter of Credit Amount under the Irrevocable Letter of Credit No. [                    ] (the "Series 2006-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined), dated as of [                    ], 20[                    ], issued by [                    ], as the Series 2006-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), under that certain Amended and Restated Base Indenture, dated as of March 9, 2010, between the Trustee and CENTRE POINT FUNDING, LLC ("CPF"), as amended or supplemented (exclusive of any Series Supplement thereto creating a new Series of Notes), and as further supplemented by that certain Second Amended and Restated Series 2006-1 Supplement thereto (the "Series 2006-1 Supplement"), dated as of December 3, 2010, among CPF, Budget Truck Rental LLC, as Administrator, Deutsche Bank Securities, Inc., as Administrative Agent, the CP Conduit Purchasers, the APA Banks and the Funding Agents named therein, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2006-1 Agent (the "Indenture").

The undersigned, duly authorized officer of the Trustee, hereby certifies to the Series 2006-1 Letter of Credit Provider as follows:

1. [                    ] is the Trustee under the Indenture.
2. As of the date of this certificate, the Series 2006-1 Letter of Credit Termination Date has occurred under the Series 2006-1 Supplement.
3. The Trustee hereby notifies the Series 2006-1 Letter of Credit Provider that as a result of the occurrence of the Series 2006-1 Letter of Credit Termination Date, the undersigned is returning herewith the Series 2006-1 Letter of Credit Provider's Series 2006-1 Letter of Credit to the Series 2006-1 Letter of Credit Provider.

IN WITNESS WHEREOF, a duly authorized officer of the Trustee has executed and delivered this certificate on behalf of the Trustee on this \_\_\_\_\_ day of \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as the Trustee

By: \_\_\_\_\_

Name:

Title:



ANNEX G

INSTRUCTION TO TRANSFER

\_\_\_\_\_

[Series 2006-1 Letter of Credit Provider]  
[Address]

Attention: [                    ]

Re: Irrevocable Letter of Credit No. [ \_\_\_\_\_ ]

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

NAME OF TRANSFEREE

\_\_\_\_\_  
(Print Name and complete address of the Transferee) "Transferee"

ADDRESS OF TRANSFEREE

CITY, STATE/COUNTRY ZIP

In accordance with ISP98, Rule 6, regarding transfer of drawing rights, all rights of the undersigned Transferor in such Credit are transferred to the Transferee, who shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned Transferor.

The original Credit, including amendments to this date, is attached and the undersigned Transferor requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned Transferor requests that you notify the Transferee of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred. The undersigned Transferor acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Transferee.

If you agree to these instructions, please advise the Transferee of the terms and conditions of this transferred Credit and these instructions.

Payment of transfer fee of U.S \$ \_\_\_\_\_ is for the account of ABCR who agrees to pay you on demand any expense or cost you may incur in connection with the transfer. Receipt of such shall not constitute consent by you to effect the transfer.

Transferor represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers (b) have been duly authorized (c) constitute our legal, valid, binding and enforceable obligation (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties (e) do not require any notice, filing or other action to, with, or by any governmental authority (f) the enclosed Credit is original and complete, (g) there is no outstanding demand or request for payment or transfer under the Credit affecting the rights to be transferred, (h) the Transferee's name and address are correct and complete and (i) the requested Transfer does not violate any applicable United States or other law, rule or regulation.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Transferee.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

This Request is made subject to ISP98 and is subject to and shall be governed by the laws of the State of New York, without regard to principles of conflict of laws.

Sincerely yours,

\_\_\_\_\_  
(Print Name of Transferor)

\_\_\_\_\_  
(Transferor's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

**SIGNATURE GUARANTEED**

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date)

Acknowledged:

\_\_\_\_\_  
(Print Name of Transferee)

\_\_\_\_\_  
(Transferee's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

**SIGNATURE GUARANTEED**

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date)

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Appendix I

Approved Contribution Appendix

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Appendix II

Eligible Makes and Models for Eligible Trucks

- 1) Ford Cube 10 foot truck (gas)
- 2) GMC Savana 10 foot truck (gas)
- 3) Ford E350 16 foot truck (gas)
- 4) GMC 3500 16 foot truck (gas)
- 5) Ford F250 Cargo Van (gas)
- 6) GMC Savana Cargo Van (gas)
- 7) Ford 645 16 foot truck (diesel)
- 8) International CF 500 16 foot truck (diesel)
- 9) Isuzu 4500 16 foot truck (diesel)
- 10) GMC 7500 24 foot truck (diesel)
- 11) International 4200 24 foot truck (diesel)
- 12) Ford F650 24 foot truck with liftgate (diesel)
- 13) GMC 7500 24 foot truck with liftgate (diesel)
- 14) International 4200 24 foot truck with liftgate (diesel)
- 15) Isuzu 4500 24 foot truck with liftgate (diesel)

AMENDED AND RESTATED ADMINISTRATION AGREEMENT  
(GROUP I)

This AMENDED AND RESTATED ADMINISTRATION AGREEMENT (GROUP I), dated as of March 9, 2010 (this "Agreement"), is by and among CENTRE POINT FUNDING, LLC (f/k/a Budget Truck Funding, LLC), a special purpose limited liability company established under the laws of Delaware ("CPF"), BUDGET TRUCK RENTAL LLC, a Delaware limited liability company ("BTR"), as administrator (the "Administrator"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, not in its individual capacity but solely as Trustee (the "Trustee") under that certain Amended and Restated Base Indenture, dated as of March 9, 2010 (as amended, modified or supplemented from time to time in accordance with the provisions thereof, the "Base Indenture"), between CPF and the Trustee. This Agreement amends and restates that certain Administration Agreement, dated as of May 11, 2006 (the "Existing Administration Agreement"), among CPF, BTR and the Trustee.

WHEREAS, CPF has entered into the Series 2006-1 Related Documents (as defined in that certain Amended and Restated Series 2006-1 Supplement to Amended and Restated Base Indenture, dated as of March 9, 2010 (the "Series 2006-1 Supplement"), among CPF, BTR and the Trustee) to which it is a party in connection with the issuance of the Rental Truck Asset Backed Notes, Series 2006-1 (the "Series 2006-1 Notes"), pursuant to the Base Indenture and the Series 2006-1 Supplement;

WHEREAS, CPF may from time to time enter into additional Series Supplements and other related documents in connection with the issuance of additional Series of Notes that are each designated in the related Series Supplement as a "Group I Series of Notes" (each such Series of Notes, together with the Series 2006-1 Notes, the "Group I Series of Notes") pursuant to the Base Indenture and the applicable Series Supplements thereto (such Series Supplements, together with the Series 2006-1 Supplement, the "Group I Series Supplements", and the Base Indenture, together with all Group I Series Supplements thereto, the "Indenture");

WHEREAS, pursuant to the Series 2006-1 Related Documents and the Applicable Related Documents entered into in connection with the issuance of additional Group I Series of Notes (collectively, the "Group I Related Documents"), CPF is required to perform certain duties in connection with the Group I Series of Notes and the related Group Specific Collateral pledged therefor pursuant to the Indenture (the "Group I Collateral");

WHEREAS, CPF desires to have the Administrator perform certain of its respective duties under the Group I Related Documents and provide such additional services consistent with the terms of this Agreement and the Group I Related Documents as CPF may from time to time request; and

WHEREAS, the Administrator has the capacity to provide the services required hereby and is willing to perform such services for CPF on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions and Usage. Unless otherwise specified herein, capitalized terms used herein (including the preamble and recitals hereto) shall have the meanings assigned to such terms in the Indenture.

2. Duties of the Administrator. (a) Certain Duties with Respect to the Indenture. The Administrator agrees to perform the following duties on behalf of CPF under the Indenture with respect to each Group I Series of Notes:

(A) the preparation and delivery to the Trustee of written instructions with respect to the investment of funds on deposit in any account specified in the related Group I Series Supplement and the liquidation of such investments as required or permitted pursuant to the provisions of such Group I Series Supplement;

(B) the preparation and delivery to the Trustee of the Daily Report required to be prepared pursuant to Section 4.1(a) of the Base Indenture, to the extent related to (i) deposits in, and withdrawals from, the Collection Account with respect to Group I Collateral and (ii) the Group I Collection Account;

(C) the delivery to the Trustee of copies of all reports, certificates, information or other materials delivered to CPF under that certain Amended and Restated Master Motor Vehicle Operating Lease Agreement (Group I), dated as of March 9, 2010 (the "Group I CPF Lease"), among CPF, as lessor (the "Lessor"), BTR, as lessee (the "Lessee"), and Avis Budget Car Rental, LLC (the "Guarantor"), pursuant to Section 4.1(b) of the Base Indenture;

(D) the preparation and delivery to the Trustee and the Paying Agent of the Monthly Certificate with respect to the Group I Series of Notes required to be delivered pursuant to Section 4.1(c) of the Base Indenture;

(E) the preparation and delivery to the Paying Agent of the Monthly Noteholders' Statement with respect to each Group I Series of Notes required to be delivered pursuant to Section 4.1(d) of the Base Indenture;

(F) the preparation and delivery to the Trustee of the monthly Officer's Certificate with respect to the Collateral and the Group I Collateral pursuant to Section 4.1(e) of the Base Indenture;

(G) the preparation and delivery to the Trustee of the quarterly Officer's Certificate pursuant to Section 4.1(f) of the Base Indenture;

(H) the preparation and delivery of any additional information regarding the financial position, results of operations or business of the Lessee, the Guarantor, the Administrator, or CPF as the Trustee may reasonably request, to the extent that such information is available to CPF under the Group I Related Documents or the Applicable

Related Documents for any other Series of Notes, pursuant to Section 4.1(g) of the Base Indenture;

(I) the preparation and delivery to the Trustee and the Paying Agent of written instructions to make withdrawals and payments from the Collection Account (with respect to amounts to be credited to the Group I Collection Account) and any other accounts specified in any Group I Series Supplement (including the Group I Collection Account), and to make drawings under any Enhancement, pursuant to Section 4.1(h) of the Base Indenture and the provisions of any Group I Series Supplement;

(J) the preparation of the Annual Noteholders' Tax Statement with respect to each Group I Series of Notes, pursuant to Section 4.2(b) of the Base Indenture;

(K) the delivery to any Noteholder of any Group I Series of Notes and to any prospective purchaser of such Notes of the information required by Rule 144A(d)(4) of the Securities Act pursuant to Section 4.3 of the Base Indenture;

(L) the preparation and delivery to the Trustee of written instructions with respect to the investment of amounts in the Collection Account (with respect to amounts to be credited to the Group I Collection Account), the Group I Collection Account and any other account with respect to any Group I Series of Notes in accordance with the Collection Account Control Agreement or other applicable account control agreement pursuant to Section 5.1(b) of the Base Indenture;

(M) the preparation and delivery to the Trustee of written instructions to establish and maintain the Group I Collection Account, any applicable Series Accounts and/or administrative sub-accounts of the Collection Account pursuant to Section 5.1(d) of the Base Indenture;

(N) the preparation and delivery to the Trustee of the notice of defaults applicable to the Group I Series of Notes and the accompanying Officer's Certificate pursuant to Section 8.9 of the Base Indenture;

(O) the preparation and delivery to the Trustee of the notice of material proceedings pursuant to Section 8.10 of the Base Indenture;

(P) the preparation and delivery to the Trustee of other information as the Trustee may reasonably request pursuant to Section 8.11 of the Base Indenture;

(Q) the preparation and delivery to the Trustee, and filing of, all supplements, amendments, financing statements, continuation statements, if any, instruments of further assurance and other instruments necessary to protect the security interests in the Collateral and the Group I Collateral pursuant to Section 8.12(a) of the Base Indenture;

(R) the delivery to the Trustee of the Opinions of Counsel pursuant to Section 9.3(b) of the Series 2006-1 Supplement;

(S) the making of any required filings and the delivery to the Trustee of the Officer's Certificate, Opinion of Counsel and copies of such filings, in connection with a change of location or legal name pursuant to Section 8.20 of the Base Indenture;

(T) the arrangement for the prompt sale of each Group I CPF Truck returned to CPF pursuant to Section 8.26 of the Base Indenture;

(U) the arrangement for the acquisition of additional Trucks intended to become Group I CPF Trucks and corresponding notice to the Trustee pursuant to Section 8.27 of the Base Indenture;

(V) the obtaining and maintenance of insurance coverage for the Group I CPF Trucks and the provision for prior written notice to the Trustee of changes in, or cancellation of, such insurance coverage pursuant to Section 8.28 of the Base Indenture;

(W) the delivery to the Trustee of the written certification prepared by an independent certified public accountant, the Officer's Certificates and Opinions of Counsel, if so required, relating to termination of the Indenture pursuant to Section 11.1(b) of the Base Indenture;

(X) the delivery of the Opinion of Counsel, Officer's Certificate and any documentation required in connection with the amendments, modifications or waivers of the Base Indenture or any Group I Series Supplement pursuant to Section 12.1 of the Base Indenture;

(Y) the delivery of the Officer's Certificate and/or the Opinion of Counsel to the extent required in connection with the execution of a Supplement to the Base Indenture pursuant to Section 12.5 of the Base Indenture; and

(Z) the preparation and delivery of the Officer's Certificate to the extent required in connection with an action by the Trustee under the Indenture pursuant to Section 13.3 of the Base Indenture.

(b) Administrator to Act as Custodian of Certificates of Title. (i) To assure uniform quality in the servicing of the Collateral and the Group I Collateral and to reduce administrative costs, the Administrator hereby accepts the duty to act as the agent of the Trustee as custodian of the Certificates of Title (the "Group I Certificates of Title") with respect to the Group I CPF Trucks, including the obligations set forth in Section 18.3 of the Group I CPF Lease. The Trustee may revoke such agency at any time, and upon such revocation the Administrator shall promptly deliver all Group I Certificates of Title to the Trustee.

(ii) On or prior to the Restatement Effective Date, the Administrator shall deliver to the Trustee, the "Administrative Agent" under and as defined in each Group I Series Supplement (each, an "Administrative Agent") and each Enhancement Provider, if any, with respect to the Group I Series of Notes a copy of its written procedures and standards for handling and monitoring vehicle titles, including procedures upon the acquisition and disposition of vehicles. The Administrator shall comply with such procedures and standards in performing its duties hereunder as custodian of the Group I Certificates of Title. The Administrator, in its



capacity as custodian, shall hold the Group I Certificates of Title on behalf of the Trustee for the use and benefit of all present and future Group I Secured Parties with an interest therein, and maintain such accurate and complete records (either original execution documents or copies of such originally executed documents shall be sufficient for such purposes), and computer systems pertaining to each Group I Certificate of Title as shall enable the Trustee to comply with this Agreement and the other Group I Related Documents. The Administrator shall promptly report to the Trustee any material failure on its part to hold the Group I Certificates of Title and maintain its records and computer systems as herein provided and promptly take appropriate action to remedy any such failure. The Administrator hereby consents to the inspection of the Group I Certificates of Title from time to time by the Trustee or any authorized representative of the Trustee and to the provisions relating to the Administrator set forth in Section 7 of the Group I CPF Lease. Nothing herein shall be deemed to require an initial review or any periodic review by the Trustee of the Group I Certificates of Title. The Trustee shall not be liable for the acts of the Administrator.

(iii) The Administrator shall notify the Trustee and each Enhancement Provider with respect to the Group I Series of Notes, if any, of the initial location of the Group I Certificates of Title and the related records and computer systems maintained by the Administrator and shall notify the Trustee and each such Enhancement Provider prior to any change in location of the Group I Certificates of Title and such related records and computer systems.

(iv) Upon instruction from the Trustee, the Administrator shall release any Group I Certificate of Title to the Trustee, at such place or places as the Trustee may reasonably designate as soon as reasonably practicable; provided, however, that upon the occurrence of an Amortization Event, a Liquidation Event of Default with respect to the Group I Series of Notes or a Limited Liquidation Event of Default with respect to any Group I Series of Notes and at the request of the Trustee, the Administrator shall promptly deliver all Group I Certificates of Title to the Trustee or its agent. In connection with any such instruction of the Trustee, the Administrator may, in lieu of delivering any original Group I Certificates of Title, deliver copies thereof stored on microfiche, computer disk or on such other image storage or electronic media as the Administrator shall maintain in accordance with its customary practices and which is in a format acceptable to the Trustee; provided, however, that the Administrator shall deliver to the Trustee the original Group I Certificates of Title if the Trustee so instructs the Administrator. The Administrator shall not be responsible for any loss occasioned by the failure of the Trustee, its agent or its designee to return any Group I Certificate of Title or any delay in doing so. All instructions from the Trustee shall be in writing and signed by a Trust Officer, and the Administrator shall be deemed to have received proper instructions with respect to the Group I Certificates of Title upon its receipt of such written instruction. A certified copy of a by-law or of a resolution of the Board of Directors of the Trustee shall constitute conclusive evidence of the authority of any such Trust Officer to act and shall be considered in full force and effect until receipt by the Administrator of written notice to the contrary given by the Trustee.

(v) The Trustee hereby grants to the Administrator a power of attorney, with full power of substitution to take any and all actions, solely for the following limited purposes, in the name of the Trustee, (x) to note the Trustee as the holder of a first Lien on the Group I Certificates of Title and/or otherwise ensure that the first Lien shown on any and all Group I

Certificates of Title is in the name of the Trustee and (y) to release the Lien in the name of the Trustee or the Group I Nominee Lienholder on any Group I Certificate of Title in connection with the sale or disposition of the related Group I CPF Truck permitted pursuant to the provisions of the Group I Related Documents. Nothing in this Agreement shall be construed as authorization from the Trustee to the Administrator to release any Lien on the Group I Certificates of Title except upon compliance with the Group I Related Documents. The Trustee shall have the right to terminate such power of attorney (including the related power granted pursuant to the following sentence) at any time by giving written notice to such effect to the Administrator. To further evidence such power of attorney, the Trustee agrees that upon request of the Administrator from time to time it will execute a separate power of attorney substantially in the form of Exhibit A hereto.

(c) Certain Duties with Respect to the Group I CPF Lease. The Administrator agrees to perform its duties and certain duties on behalf of CPF under the Group I CPF Lease, including, but not limited to the following:

(A) to promptly and duly execute, deliver, file and record all documents, statements, filings and registrations, and take such further actions as may be requested to establish, perfect and maintain the Lessor's rights to and interest in, and to perfect and maintain the Trustee's first Lien in the name of the Trustee or the Group I Nominee Lienholder on, the Group I CPF Trucks and the Group I Certificates of Title therefor pursuant to Section 7 of the Group I CPF Lease;

(B) to determine the Truck Special Damage Payments applicable to Group I CPF Trucks at the time of their sale, return or other disposition in accordance with the Group I Related Documents pursuant to Section 13.2(a) of the Group I CPF Lease;

(C) to indicate on its computer records that the Trustee is the holder of a Lien on each Group I CPF Truck leased under the Group I CPF Lease;

(D) to arrange for the prompt sale of a Group I CPF Truck and upon the sale of a Group I CPF Truck, to request the Trustee to remove notation of its Lien (or, if applicable, to cause any Group I Nominee Lienholder to remove notation of its Lien) from the Group I Certificate of Title therefor pursuant to Section 2.6(a) of the Group I CPF Lease;

(E) upon payment by the Lessee to the Lessor of the Termination Value of any Group I CPF Truck that has become a Casualty or an Ineligible Truck, (i) to cause title to such Group I CPF Truck to be transferred to the Lessee to facilitate liquidation of such Group I CPF Truck by the Lessee and (ii) to request the Trustee to remove notation of its Lien (or, if applicable, to cause any Group I Nominee Lienholder to remove notation of its Lien) from the Group I Certificate of Title for such Group I CPF Truck pursuant to Section 6.2 of the Group I CPF Lease;

(F) to make requests for, and to provide a statement documenting any request for, reimbursement or prepayment for costs identified therein pursuant to Section 16.2 of the Group I CPF Lease;

(G) to notify the Lessee of any claim made against it for which the Lessee or the Lessor may be liable and, upon request by the Lessee, to contest or allow the Lessee to contest such claim pursuant to Section 16.3 of the Group I CPF Lease; and

(H) upon a Lease Event of Default, Liquidation Event of Default with respect to the Group I Series of Notes or Limited Liquidation Event of Default with respect to any Group I Series of Notes, to pursue and enforce the rights of CPF thereunder pursuant to Section 18.3 of the Group I CPF Lease.

3. Shared Duties; Additional Duties; Additional Information. To the extent that any of the Administrator's duties hereunder relate to any matter which also is within the scope of duties assigned to the administrator under the Applicable Administration Agreement with respect to any Series of Notes in any other Group, the Administrator shall consult and coordinate with the administrator under such Applicable Administration Agreement in performing its duties hereunder. Subject to Section 9 of this Agreement, and in accordance with the directions of any party hereto, the Administrator shall administer, perform or supervise the performance of such other activities in connection with the Collateral, the Group I Collateral and the Group I Related Documents as are not covered by any of the foregoing provisions and as are expressly requested by such party and are reasonably within the capability of the Administrator. The Administrator shall furnish to any party hereto from time to time such additional information regarding the Collateral and the Group I Collateral as such party shall reasonably request.

4. Records. The Administrator shall maintain appropriate books of account and records relating to services performed hereunder, which books of account and records shall be accessible for inspection by any party hereto at any time during normal business hours.

5. Compensation. As compensation for the performance of the Administrator's obligations under this Agreement and, as reimbursement for its expenses related thereto, the Administrator shall be entitled to a fee payable monthly in the amount of one-twelfth of the product of 0.50% and the Net Book Value of all Group I CPF Trucks as of the first day of the applicable Related Month (the "Monthly Administration Fee"); provided, however, that if an Amortization Event with respect to any Group I Series of Notes shall have occurred and be continuing, the Monthly Administration Fee will equal the greater of (A) the amount of the Monthly Administration Fee calculated pursuant to the preceding clause, and (B) the product of (x) \$20.00 and (y) the number of Group I CPF Trucks as of the first day of the applicable Related Month. The Monthly Administration Fee shall be payable by CPF on each Distribution Date. In addition, the Administrator shall also be entitled to the reasonable costs and expenses of the Administrator incurred by it as a result of arranging for the sale of any Group I CPF Truck returned by the Lessee to CPF and sold to third parties; provided, however, that such costs and expenses shall be payable to the Administrator by CPF only to the extent of any excess of the sale price received by CPF for any such Group I CPF Truck over the Termination Value thereof.

6. Use of Subcontractors. The Administrator may contract with other Persons to assist it in performing its duties under this Agreement, and any performance of such duties by a Person identified to the Trustee in an Officer's Certificate of the Administrator shall be deemed to be action taken by the Administrator. Any such contract shall not relieve the Administrator of its liability and responsibility with respect to the duties to which such contract relates.

7. Transactions with Affiliates. In carrying out the foregoing duties or any of its other obligations under this Agreement, the Administrator may enter into transactions or otherwise deal with any of its Affiliates; provided, however, that the terms of any such transactions or dealings shall be in accordance with any directions received from CPF and the Trustee and shall be, in the Administrator's opinion, no less favorable to the parties hereto than would be available from unaffiliated parties.

8. Indemnification. The Administrator shall indemnify and hold harmless CPF, the Trustee, the Noteholders of each Group I Series of Notes and their respective directors, officers, agents and employees (collectively, the "Indemnified Parties") from and against any loss, liability, expense, damage or injury (a "Loss") suffered or sustained by reason of any acts, omissions or alleged acts or omissions arising out of the activities of the Administrator pursuant to this Agreement and the other Group I Related Documents, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided, however, that the Administrator shall not indemnify any Indemnified Party if such acts, omissions or alleged acts or omissions constitute bad faith, negligence or willful misconduct by such Indemnified Party. The indemnity provided herein shall survive the termination of this Agreement and the removal of the Administrator. In furtherance and not in limitation of the foregoing, the Administrator shall indemnify and hold harmless each of the Indemnified Parties from and against any Losses arising out of or relating to:

- (i) any failure by the Administrator to perform its duties, covenants and obligations in accordance with the other provisions of this Agreement or any other Group I Related Document to which it is a party;
- (ii) the failure by the Administrator to comply with any applicable law, rule or regulation with respect to its activities as Administrator hereunder; or
- (iii) any representation or warranty made by the Administrator under or in connection with any Group I Related Document or any report, certificate, information or other material provided by the Administrator to the Trustee or the Noteholders of any Group I Series of Notes (including, without limitation, any Daily Report, Monthly Certificate or Monthly Noteholders' Statement) (collectively, the "Administrator Information"), which shall have been false, incorrect or misleading in any material respect when made or deemed made.

9. Independence of the Administrator. Unless otherwise provided in the Group I Related Documents, the Administrator shall be an independent contractor and shall not be subject to the supervision of CPF or the Trustee with respect to the manner in which it accomplishes the performance of its obligations hereunder. Other than pursuant to Section 2(b) hereof, unless expressly authorized by the Trustee, the Administrator shall have no authority to act for or represent the Trustee in any way and shall not otherwise be deemed an agent of the Trustee.

10. No Joint Venture. Nothing contained in this Agreement shall (i) constitute the Administrator and any of CPF and the Trustee (or any other Person) as members of any

partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) be construed to impose any liability as such on any of them or (iii) be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others.

11. Other Activities of Administrator.

(a) Nothing herein shall prevent the Administrator or its Affiliates from engaging in other businesses or, in its sole discretion, from acting in a similar capacity as an administrator for any other person or entity even though such person or entity may engage in business activities similar to those of the parties hereto.

12. Term of Agreement; No Resignation; Removal.

(a) This Agreement shall continue in force until the termination of the Indenture, the Group I CPF Lease, and the Group I Collection Account Control Agreement, in accordance with their respective terms and the payment in full of all obligations owing thereunder, upon which event this Agreement shall automatically terminate. In the event that the Indenture terminates and all obligations owing thereunder have been paid in full, CPF shall have all rights of the Trustee under this Agreement.

(b) The Administrator shall not resign from the obligations and duties imposed hereunder.

(c) Subject to Sections 12(d) and 12(e) of this Agreement, the Trustee may, and at the written direction of the Requisite Group Investors with respect to the Group I Series of Notes shall, remove the Administrator upon written notice of termination from the Trustee to the Administrator if any of the following events (each, an "Administrator Default") shall occur:

(i) the Administrator shall default in the performance of any of its duties under this Agreement or any Group I Related Document and, after notice of such default, shall not cure such default within ten (10) days of the earlier of receiving notice of or learning of such default (or, if such default cannot be cured in such time, shall not give within ten (10) days such assurance of cure as shall be reasonably satisfactory to CPF and the Trustee);

(ii) an Event of Bankruptcy occurs with respect to the Administrator;

(iii) any representation or warranty made by the Administrator under or in connection with any Group I Related Document or any Administrator Information shall have been false, incorrect or misleading in any material respect when made or deemed made, and such representation or warranty shall continue to be incorrect ten (10) days after the earlier of the Administrator's receiving notice or learning of such default; or

(iv) the Administrator shall fail to comply with any applicable law, rule or regulation, which failure would have a Material Adverse Effect.

The Administrator agrees that if any Administrator Default shall occur, it shall give written notice thereof to each other party hereto promptly after the happening of such event, but in no event longer than seven (7) days thereafter.

(d) No removal of the Administrator pursuant to this Section 12 shall be effective until (i) a successor Administrator acceptable to each Administrative Agent and each Enhancement Provider with respect to each Group I Series of Notes, if any, shall have been appointed by CPF and the Trustee and (ii) such successor Administrator shall have agreed in writing to be bound by the terms of this Agreement in the same manner as the Administrator is bound hereunder. CPF shall provide written notice of any such removal to the Trustee and each such Enhancement Provider, if any.

(e) The appointment of any successor Administrator shall be effective only upon the consent of the Required Noteholders of each Group I Series of Notes Outstanding.

13. Action upon Termination or Removal. Promptly upon the effective date of termination of this Agreement pursuant to Section 12(a) or the removal of the Administrator pursuant to Section 12(c), the Administrator shall be entitled to be paid all fees and reimbursable expenses accruing to it to the date of such termination or removal. The Administrator shall forthwith upon such termination pursuant to Section 12(a) deliver to CPF all property and documents of or relating to the Collateral and the Group I Collateral then in the custody of the Administrator. In the event of the removal of the Administrator pursuant to Section 12(c), the Administrator shall cooperate with CPF and the Trustee and take all reasonable steps requested to assist CPF and the Trustee in making an orderly transfer of the duties of the Administrator, including, without limitation, delivering to a successor Administrator all property and documents of or relating to the Collateral and the Group I Collateral then in the custody of the retiring Administrator.

14. Notices. Any notice, report or other communication given hereunder shall be in writing and addressed as follows:

(a) If to CPF, to:

Centre Point Funding, LLC  
6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-7312  
Fax: (973) 496-5852

(b) If to the Administrator, to:  
Budget Truck Rental LLC  
6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-5285  
Fax: (973) 496-5852

(c) If to the Trustee, to:  
The Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street, Suite 1020  
Chicago, IL 60602  
Attention: Corporate Trust/Structured Finance  
Telephone: (312) 827-8570  
Fax: (312) 827-8562

or to such other address as any party shall have provided to the other parties in writing. Any notice (i) given in person shall be deemed delivered on the date of delivery of such notice, (ii) given by first class mail shall be deemed given three (3) days after the date that such notice is mailed, (iii) delivered by telex or telecopier shall be deemed given on the date of delivery of such notice, and (iv) delivered by overnight air courier shall be deemed delivered one Business Day after the date that such notice is delivered to such overnight courier. Copies of all notices must be sent by first class mail promptly after transmission by facsimile.

15. Amendments. This Agreement may be amended by a written amendment duly executed and delivered by CPF, the Administrator and the Trustee with the written consent of the Requisite Group Investors with respect to the Group I Series of Notes, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of Noteholders of the Group I Series of Notes; provided, however, that no such amendment may (i) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Collateral or the Group I Collateral or distributions that are required to be made for the benefit of the Noteholders of the Group I Series of Notes or (ii) reduce the aforesaid percentage of the Noteholders of the Group I Series of Notes that is required to consent to any such amendment, without the consent of the Noteholders of all the Group I Series of Notes Outstanding. The Trustee shall have no obligation to execute any amendment hereto which affects its rights, duties and obligations.

16. Successors and Assigns. This Agreement may not be assigned by the Administrator unless such assignment is previously consented to in writing by CPF, the Trustee and the Required Noteholders of each Group I Series of Notes Outstanding. An assignment with such consent and satisfaction, if accepted by the assignee, shall bind the assignee hereunder in the same manner as the Administrator is bound hereunder. Notwithstanding the foregoing, this Agreement may be assigned by the Administrator without the consent of CPF or the Trustee to a corporation or other organization that is a successor (by merger, consolidation or purchase of assets) to the Administrator; provided that such successor organization executes and delivers to

CPF or the Trustee an agreement in which such corporation or other organization agrees to be bound hereunder by the terms of said assignment in the same manner as the Administrator is bound hereunder. Subject to the foregoing, this Agreement shall bind any successors or assigns of the parties hereto. Each of the parties hereto acknowledges that CPF has pledged all of its rights under this Agreement to the Trustee on behalf of the Group I Secured Parties pursuant to the Indenture.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

18. Headings. The Section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same agreement.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

21. Not Applicable to Budget Truck Rental LLC in Other Capacities. Nothing in this Agreement shall affect any right or obligation Budget Truck Rental LLC may have in any other capacity.

22. Nonpetition Covenant. The Administrator hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all of the Notes, it will not institute against, or join any other Person in instituting against CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 22 shall survive the termination of this Agreement.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CENTRE POINT FUNDING, LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief  
Financial Officer and Treasurer

BUDGET TRUCK RENTAL LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief  
Financial Officer and Treasurer

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., not in its individual capacity but solely as Trustee

By: /s/ Sally R. Tokich

Name: Sally R. Tokich

Title: Senior Associate

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee, does hereby make, constitute and appoint Budget Truck Rental LLC ("BTR"), acting through any of its "District Managers", "City Managers", "Director - Field Administration", "Fleet Managers", "Turn-back Managers", "Fleet Administration Supervisors" or "Fleet Administrators" as its true and lawful attorney-in-fact for it and in its name, place and stead, for the special and limited purpose of (1) recording liens in favor of The Bank of New York Mellon Trust Company, N.A., as trustee, on the certificate of title on any motor vehicle, (2) executing such other documents as are necessary in order to record liens on such motor vehicles in favor of The Bank of New York Mellon Trust Company, N.A., as trustee, (3) receiving (by mail or in person) and retaining in trust for, and on behalf of, The Bank of New York Mellon Trust Company, N.A., as trustee, the certificate of title and other registration documentation relating to such motor vehicles, (4) designating c/o BTR and BTR's address as the mailing address of The Bank of New York Mellon Trust Company, N.A., as trustee, for all documentation relating to the title and registration of such motor vehicles, (5) applying for duplicate certificates of title indicating the lien of The Bank of New York Mellon Trust Company, N.A., as trustee, where original certificates of title have been lost or destroyed and (6) upon the sale of any such motor vehicle in accordance with the terms and conditions of the Group I Related Documents (as defined in that certain Amended and Restated Administration Agreement (Group I), dated as of March 9, 2010, by and among Centre Point Funding, LLC, BTR, and The Bank of New York Mellon Trust Company, N.A.), releasing the lien of The Bank of New York Mellon Trust Company, N.A. on such motor vehicle by executing any documents required in connection therewith.

The powers and authority granted hereunder shall, unless sooner terminated, revoked or extended, cease five years from the date of execution as set forth below.

[Signature page follows.]

IN WITNESS WHEREOF, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, has caused this instrument to be executed on its behalf by its duly authorized officer this 9th day of March, 2010.

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., as Trustee

By: \_\_\_\_\_

Name:

Title:

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Subscribed and sworn before me, a notary public, in and for said county and state, this 9th day of March, 2010.

\_\_\_\_\_  
Notary Public

AMENDED AND RESTATED MASTER MOTOR VEHICLE OPERATING LEASE AGREEMENT (GROUP I)

dated as of March 9, 2010

among

CENTRE POINT FUNDING, LLC,  
as Lessor,

BUDGET TRUCK RENTAL LLC,  
as Administrator  
as Lessee

and

AVIS BUDGET CAR RENTAL, LLC,  
as Guarantor

AS SET FORTH IN SECTION 23 HEREOF, LESSOR HAS ASSIGNED TO THE TRUSTEE (AS DEFINED HEREIN) CERTAIN OF ITS RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE. TO THE EXTENT, IF ANY, THAT THIS LEASE CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE TRUSTEE ON THE SIGNATURE PAGE THEREOF.

[THIS IS NOT COUNTERPART NO. 1]

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**AMENDED AND RESTATED MASTER MOTOR VEHICLE  
OPERATING LEASE AGREEMENT  
(GROUP I)**

This Amended and Restated Master Motor Vehicle Operating Lease Agreement (Group I) (this "Agreement"), dated as of March 9, 2010, is made by and among CENTRE POINT FUNDING, LLC ("CPF") (f/k/a Budget Truck Funding, LLC), a Delaware limited liability company (the "Lessor"), BUDGET TRUCK RENTAL LLC, a Delaware limited liability company ("BTR"), as lessee (the "Lessee") and as administrator (the "Administrator"), and AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company ("ABCR"), as guarantor (the "Guarantor"). This Agreement amends and restates that certain Master Motor Vehicle Operating Lease Agreement, dated as of May 11, 2006 (the "Existing Lease"), by and among CPF, BTR and ABCR.

WITNESSETH:

WHEREAS, the Lessor intends to purchase trucks (the "Group I Trucks") that are manufactured by Eligible Truck Manufacturers with the proceeds obtained by the issuance of the Rental Truck Asset Backed Notes, Series 2006-1 pursuant to the Base Indenture (referred to below) and the Series 2006-1 Supplement thereto, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, and any additional Group I Series of Notes issued from time to time under the Base Indenture and related Group I Series Supplements thereto.

WHEREAS, the Lessor desires to lease to the Lessee and the Lessee desires to lease from the Lessor the Group I Trucks set forth on Attachment A hereto for use in the daily rental business of the Lessee; and

WHEREAS, the Guarantor has, pursuant to Section 22 hereof, guaranteed the obligations of the Lessee under this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise specified herein, capitalized terms used herein (including the preamble and recitals hereto) shall have the meanings ascribed to such terms in Appendix 1 hereto. If a capitalized term is not defined in Appendix 1, such capitalized term shall have the meaning ascribed to such term in the Definitions List attached as Annex I to the Amended and Restated Base Indenture, dated as of March 9, 2010 (the "Base Indenture"), between the Lessor, as issuer, and The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of New

York Trust Company, N.A.), as Trustee, as such Definitions List may from time to time be amended in accordance with the Base Indenture. The Base Indenture and each related Group I Series Supplement are referred to herein as the “Indenture”.

2. GENERAL AGREEMENT. (a) The Lessee and the Lessor intend that this Agreement is an operating lease and that the relationship between the Lessor and the Lessee pursuant hereto shall always be only that of lessor and lessee, and the Lessee hereby declares, acknowledges and agrees that the Lessor is the owner of, and the Lessor holds legal title to, the Group I Trucks. The Lessee shall not acquire by virtue of this Agreement any right, equity, title or interest in or to any Group I Trucks, except the right to use the same under the terms hereof. The parties agree that this Agreement is a “true lease” and agree to treat this Agreement as a lease for all purposes, including tax, accounting and otherwise, and each party hereto will take no position on its tax returns and filings contrary to the position that the Lessor is the owner of the Group I Trucks for federal and state income tax purposes.

(b) If, notwithstanding the intent of the parties to this Agreement, this Agreement is characterized by any third party as a financing arrangement or as otherwise not constituting a “true lease,” then it is the intention of the parties that this Agreement shall constitute a security agreement under applicable law, and, to secure all of its obligations under this Agreement, the Lessee hereby grants to the Lessor a security interest in all of the Lessee’s right, title and interest, if any, in and to all of the following assets, property and interests in property, whether now owned or hereafter acquired or created:

(i) the rights of the Lessee under this Agreement, as the same may be amended, modified or supplemented from time to time in accordance with its terms, and any other agreements related to or in connection with this Agreement to which the Lessee is a party (the “Lessee Agreements”), including, without limitation, (a) all monies, if any, due and to become due to the Lessee from the Guarantor under or in connection with any of the Lessee Agreements, whether payable as rent, guaranty payments, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of any of the Lessee Agreements or otherwise, (b) all rights, remedies, powers, privileges and claims of the Lessee against any other party under or with respect to the Lessee Agreements (whether arising pursuant to the terms of such Lessee Agreements or otherwise available to the Lessee at law or in equity), including the right to enforce any of the Lessee Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Lessee Agreements or the obligations and liabilities of any party thereunder, (c) all liens and property from time to time purporting to secure payment of the obligations and liabilities of the Lessee arising under or in connection with the Lessee Agreements, together with any documents or agreements describing any collateral securing such obligations or liabilities, and (d) all guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such obligations and liabilities of the Lessee pursuant to the Lessee Agreements;

(ii) all Group I Trucks which, notwithstanding that this Agreement and any Sublease is intended to convey only a leasehold interest, are determined to be owned by the Lessee or any Permitted Sublessee, and all Certificates of Title with respect to such Group I Trucks;

(iii) all right, title and interest of the Lessee or any Permitted Sublessee in and to any proceeds from the sale of Group I Trucks which, notwithstanding that this Agreement and any Sublease is intended to convey only a leasehold interest, are determined to be owned by the Lessee or any Permitted Sublessee, including all monies due in respect of such Group I Trucks, whether payable as the purchase price of such Group I Trucks or as fees, expenses, costs, indemnities, insurance recoveries or otherwise;

(iv) all payments under insurance policies (whether or not the Lessor or the Trustee is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any of the Group I Trucks;

(v) the rights of the Lessee under any Sublease, as the same may be amended, modified or supplemented from time to time in accordance with its terms, including, without limitation, (a) all monies, if any, due and to become due to the Lessee from any Permitted Sublessee under or in connection with any Sublease, whether payable as rent, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of any Sublease or otherwise, (b) all rights, remedies, powers, privileges and claims of the Lessee against any other party under or with respect to any Sublease (whether arising pursuant to the terms of such Sublease or otherwise available to the Lessee at law or in equity), including the right to enforce any Sublease and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to any Sublease or the obligations and liabilities of any party thereunder, (c) all liens and property from time to time purporting to secure payment of the obligations and liabilities of any Permitted Sublessee arising under or in connection with any Sublease, together with any documents or agreements describing any collateral securing such obligations or liabilities, and (d) all guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such obligations and liabilities of any Permitted Sublessee pursuant to any Sublease;

(vi) all additional property that may from time to time hereafter be subjected to the grant and pledge under this Agreement, as the same may be modified or supplemented from time to time, by the Lessee or by anyone on its behalf; and

(vii) all proceeds of any and all of the foregoing including, without limitation, payments under insurance (whether or not the Lessor is named as the loss payee thereof) and cash.

(c) To secure the Note Obligations with respect to each Group I Series of Notes, the Lessee hereby grants to the Trustee, on behalf of the Group I Secured Parties, a first priority security interest in all of the Lessee's right, title and interest, if any, in and to all of the collateral described in Section 2(b) above, whether now owned or hereafter acquired or created. Upon the

occurrence of a Liquidation Event of Default or a Limited Liquidation Event of Default and subject to the provisions of the Applicable Related Documents with respect to each Group I Series of Notes, the Trustee shall have all of the rights and remedies of a secured party, including, without limitation, the rights and remedies granted under the UCC.

(d) The Lessee agrees to deliver to the Lessor and the Trustee on or before the Restatement Effective Date:

(i) a written search report from a Person satisfactory to the Lessor and the Trustee listing all effective financing statements that name the Lessee as debtor or assignor, and that are filed in the jurisdictions in which filings were made pursuant to clause (ii) below, together with copies of such financing statements, and tax and judgment lien search reports from a Person satisfactory to the Lessor and the Trustee showing no evidence of liens filed against the Lessee that purport to affect any Group I Trucks or any Group Specific Collateral specified as Group I Collateral under the Base Indenture or any related Group I Series Supplement;

(ii) evidence of the filing in the State of Delaware of proper financing statements on Form UCC-1 naming the Lessee, as debtor, and the Lessor, as secured party, covering the collateral described in Section 2(b) hereof; and

(iii) evidence of the filing in the State of Delaware of proper financing statements on Form UCC-1 naming the Lessee, as debtor, and the Trustee as secured party covering the collateral described in Section 2(b) hereof.

2.1. Lease of Group I Trucks. From time to time, subject to the terms and provisions hereof, the Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor, subject to the terms hereof, (i) the Group I Trucks identified in Attachment A hereto (which Attachment A shall set forth the VIN, the model, model year, the manufacturer, the original Capitalized Cost and the Restatement Effective Date Net Book Value of each Group I Truck and whether each such Group I Truck is a gas truck or a diesel truck) and (ii) each additional Group I Truck purchased by the Lessee as agent for the Lessor, as identified in a supplement to Attachment A (in the form of Attachment B) setting forth the VIN, the model, model year, the manufacturer, the original Capitalized Cost and the Initial Purchase Net Book Value of such Group I Truck and whether each such Group I Truck is a gas truck or a diesel truck (each, a "Vehicle Acquisition Schedule"), produced from time to time by such Lessee. The Lessor shall, subject to Section 2.5 below and compliance with the terms of the Base Indenture and each related Group I Series Supplement, make available Group I Trucks for lease to the Lessee. In addition, each Lessee shall provide such other information regarding such Group I Trucks as the Lessor may reasonably require from time to time. The Lessor shall lease to the Lessee, and the Lessee shall lease from the Lessor, only Group I Trucks that are Eligible Trucks. This Agreement and any other related documents attached to this Agreement (collectively, the "Supplemental Documents"), will constitute the entire agreement regarding the leasing of Group I Trucks by the Lessor to the Lessee.

2.2. Right of Lessee to Act as Lessor's Agent. (a) The Lessor agrees that the Lessee may act as the Lessor's agent in acquiring Additional Group I Trucks on behalf of the Lessor, as well as filing claims on behalf of the Lessor for damage in transit, and other delivery related claims with respect to the Group I Trucks leased hereunder; provided, however, that the Lessor may hold the Lessee liable for such Lessee's actions in performing as the Lessor's agent hereunder. In addition, the Lessor agrees that the Lessee may make arrangements for delivery of Group I Trucks to a location selected by the Lessee at the Lessee's expense. The Lessee may accept or reject Eligible Trucks upon delivery in accordance with the Lessee's customary business practices, and any Eligible Trucks, if rejected, will be deemed a Casualty hereunder. The Lessee, acting as agent for the Lessor, shall be responsible for pursuing any rights of the Lessor with respect to the return of any Eligible Trucks to the manufacturer thereof pursuant to the preceding sentence. The Lessee agrees that all Group I Trucks ordered as provided herein shall be Eligible Vehicles.

(b) The Lessee, acting as agent for the Lessor, shall be responsible for complying with the Titling Procedures for all Group I Trucks promptly upon the acquisition thereof (but in no event later than three (3) Business Days after such acquisition).

2.3. Payment of Purchase Price by Lessor. Upon receipt of the manufacturer's invoice and certificate of origin in respect of any new Group I Truck, the Lessor or its agent shall pay or cause to be paid to the related manufacturer the costs and expenses incurred in connection with the acquisition of such Group I Truck as established by the invoice of the manufacturer (the "Initial Acquisition Cost") for such Group I Truck, and the Lessee shall pay all applicable costs and expenses of freight, packing, handling, storage, shipment and delivery of such Group I Truck to the extent that the same have not been included within the Initial Acquisition Cost.

2.4. Non-Liability of Lessor. THE LESSOR SHALL NOT BE LIABLE TO THE LESSEE FOR ANY FAILURE OR DELAY IN MAKING DELIVERY OF GROUP I TRUCKS. AS BETWEEN THE LESSOR AND THE LESSEE, ACCEPTANCE FOR LEASE OF THE GROUP I TRUCKS LEASED BY THE LESSEE SHALL CONSTITUTE THE LESSEE'S ACKNOWLEDGMENT AND AGREEMENT THAT THE LESSEE HAS FULLY INSPECTED SUCH GROUP I TRUCKS, THAT SUCH GROUP I TRUCKS ARE IN GOOD ORDER AND CONDITION AND ARE OF THE MANUFACTURE, DESIGN, SPECIFICATIONS AND CAPACITY REQUIRED BY THE LESSEE, THAT THE LESSEE IS SATISFIED THAT THE SAME ARE SUITABLE FOR THIS USE AND THAT THE LESSOR IS NOT A MANUFACTURER OR ENGAGED IN THE SALE OR DISTRIBUTION OF GROUP I TRUCKS, AND HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE GROUP I TRUCKS IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF THE LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. THE LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERING ANY GROUP I TRUCK LEASED PURSUANT TO THIS AGREEMENT, OR FOR ANY FAILURE TO

PERFORM ANY PROVISION HEREOF, RESULTING FROM FIRE OR OTHER CASUALTY, NATURAL DISASTER, RIOT, STRIKE OR OTHER LABOR DIFFICULTY, GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY CAUSE BEYOND THE LESSOR'S DIRECT CONTROL. IN NO EVENT SHALL THE LESSOR BE LIABLE FOR ANY INCONVENIENCES, LOSS OF PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING FROM ANY DEFECT IN OR ANY THEFT, DAMAGE, LOSS OR FAILURE OF ANY GROUP I TRUCK, AND THERE SHALL BE NO ABATEMENT OF MONTHLY BASE RENT, SUPPLEMENTAL RENT OR OTHER AMOUNTS PAYABLE HEREUNDER BECAUSE OF THE SAME.

2.5. Lessee's Rights to Purchase Group I Trucks. The Lessee shall have the option, exercisable with respect to any Group I Truck during the Vehicle Term with respect to such Group I Truck, to purchase any Group I Truck leased by the Lessee at the greater of (i) the Termination Value or (ii) the fair market value of such Group I Truck (the greater of such amounts being referred to as the "Vehicle Purchase Price"), in which event the Lessee will pay the Vehicle Purchase Price to the Lessor on or before the Distribution Date with respect to the Related Month in which the Lessee elects to purchase such Group I Truck and the Lessee will pay to the Lessor on or before such Distribution Date all accrued and unpaid Monthly Base Rent and any Supplemental Rent then due and payable with respect to such Group I Truck through such Distribution Date. The Lessor may request title to any such Group I Truck to be transferred to the Lessee, and the Administrator shall request the Trustee to remove notation of its Lien (or, if applicable, to cause any Applicable Nominee Lienholder to remove notation of its Lien) from the Certificate of Title for such Group I Truck, concurrently with or promptly after the Vehicle Purchase Price for such Group I Truck (and any such unpaid Monthly Base Rent and Supplemental Rent) is deposited in the Collection Account.

2.6. Lessor's Right to Cause Group I Trucks to be Sold. If the Lessee does not elect to purchase any Group I Truck leased by the Lessee hereunder pursuant to Section 2.5 hereof, then:

(a) The Lessee shall use commercially reasonable efforts to arrange for the sale of each Group I Truck to a third party for the Vehicle Purchase Price with respect to such Group I Truck on or prior to the applicable Vehicle Lease Expiration Date. Notwithstanding the disposition of a Group I Truck by the Lessee prior to the applicable Vehicle Lease Expiration Date, the Lessee shall pay to the Lessor all accrued and unpaid Monthly Base Rent and any Supplemental Rent then due and payable with respect to such Group I Truck through the Distribution Date with respect to the Related Month during which such disposition occurred, unless such Group I Truck is a Casualty, payment for which will be made in accordance with Section 6 hereof. If a sale of such Group I Truck is arranged by the Lessee pursuant to this Section 2.6(a), then (i) the Lessee shall deliver the Group I Truck to the purchaser thereof, (ii) the Lessee shall cause to be delivered to the Lessor the funds paid for such Group I Truck by the purchaser and (iii) if applicable, the Administrator shall request the Trustee to remove notation of its Lien (or, if applicable, to cause any Applicable Nominee Lienholder to remove notation of its Lien) from the Certificate of Title of such Group I Truck.

(b) In the event any Group I Truck or Group I Trucks are not purchased by the Lessee of such Group I Truck pursuant to Section 2.5 or sold to a third party pursuant to Section 2.6(a), then, the Lessee shall return such Group I Truck or Group I Trucks to the Lessor on or before the Distribution Date with respect to the Related Month in which the applicable Vehicle Lease Expiration Date falls.

2.7. Conditions to Each Lease of Group I Trucks. The agreement of the Lessor to make available any Group I Truck for lease to the Lessee upon such Lessee's acquisition of such Group I Truck, as agent of the Lessor, is subject to the terms and conditions of the Base Indenture and subject to the satisfaction of the following conditions precedent as of the Vehicle Lease Commencement Date for such Group I Truck:

2.7.1. No Default. No Lease Event of Default or Amortization Event with respect to any Group I Series of Notes shall have occurred and be continuing on such date or would result from the leasing of such Group I Truck.

2.7.2. Limitations of the Acquisition of Certain Trucks. After giving effect to the inclusion of such Group I Truck under this Agreement, there shall not be a failure or violation of any of the conditions, requirements, or restrictions specified in the Base Indenture or any related Group I Series Supplement with respect to the leasing of Eligible Trucks under this Agreement.

2.7.3. Truck Order. The Lessee shall have complied with the applicable provisions of Section 2.1 of this Agreement.

2.7.4. Funding. The aggregate amount of funds to be expended by the Lessor on any one date to acquire any Group I Trucks shall not exceed the aggregate Net Book Value of all such Group I Trucks.

2.7.5. Eligible Trucks. Each Group I Truck shall meet the requirements as set forth in clauses (a)(i), (ii), (iii), (iv) and (vi) and (b) in the definition of "Eligible Truck" in the Indenture.

### 3. TERM.

3.1. Vehicle Term. The "Vehicle Lease Commencement Date" (x) for each Group I Truck (other than an Additional Group I Truck) shall mean the Initial Group I Closing Date and (y) for each Additional Group I Truck shall mean the earlier of (a) the date referenced in the Vehicle Acquisition Schedule with respect to such Group I Truck, and (b) the date that funds are expended by the Lessor to acquire such Group I Truck (with respect to such Group I Truck, the "Truck Funding Date"). The "Vehicle Term" with respect to each Group I Truck shall extend from the Vehicle Lease Commencement Date through the earliest of (i) if such Group I Truck is sold to a third party, the date on which funds in the amount of the Vehicle Purchase Price in respect of such sale are deposited in the Collection Account (by such third party or by the Lessee or the Guarantor on behalf of such third party), (ii) if such Group I Truck becomes a Casualty,

the date funds in the amount of the Termination Value thereof are deposited in the Collection Account by the Lessee, (iii) if such Group I Truck becomes an Ineligible Truck (other than a Casualty), the date such Group I Truck has become an Ineligible Truck, (iv) the date that such Group I Truck is purchased by the Lessee pursuant to Section 2.5 hereof and the Vehicle Purchase Price with respect to such purchase (along with any unpaid Monthly Base Rent and Supplemental Rent with respect to such Group I Truck) is deposited in the Collection Account by the Lessee, and (v) if such Group I Truck is a Gasoline Truck, the date that is the first Business Day that is 42 months after the date of manufacture of such Gasoline Truck or, if such Group I Truck is a Diesel Truck, the date that is the first Business Day that is 54 months after the date of manufacture of such Diesel Truck (the earliest of such dates described in clauses (i) through (v) being referred to as the "Vehicle Lease Expiration Date").

3.2. Term. The "CPF Lease Commencement Date" shall mean the Initial Group I Closing Date. The "CPF Lease Expiration Date" shall mean the latest of (i) the date of the payment in full of each Group I Series of Notes (including any interest thereon) and all outstanding Carrying Charges, (ii) the latest Vehicle Lease Expiration Date for all Group I Trucks and (iii) the date on which all amounts payable hereunder have been paid in full. The "Term" of this Agreement shall mean the period commencing on the CPF Lease Commencement Date and ending on the CPF Lease Expiration Date.

4. RENT AND CHARGES. The Lessee will pay Monthly Base Rent and any Supplemental Rent due and payable on a monthly basis as set forth in this Section 4.

4.1. Payment of Rent. On each Distribution Date the Lessee shall pay in immediately available funds to the Lessor not later than 11:00 a.m. New York City time, on such Distribution Date, (i) all Monthly Base Rent that has accrued during the Related Month with respect to each Group I Truck leased hereunder during or prior to the Related Month and (ii) all Supplemental Rent due and payable on such Distribution Date.

4.2. Net Lease. THIS AGREEMENT SHALL BE A NET LEASE, AND THE LESSEE'S OBLIGATION TO PAY ALL MONTHLY BASE RENT, SUPPLEMENTAL RENT AND OTHER SUMS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, SETOFF, COUNTERCLAIM, DEDUCTION OR REDUCTION FOR ANY REASON WHATSOEVER. The obligations and liabilities of the Lessee hereunder shall in no way be released, discharged or otherwise affected (except as may be expressly provided herein) for any reason, including without limitation: (i) any defect in the condition, merchantability, quality or fitness for use of the Group I Trucks or any part thereof; (ii) any damage to, removal, abandonment, salvage, loss, scrapping or destruction of or any requisition or taking of the Group I Trucks or any part thereof; (iii) any restriction, prevention or curtailment of or interference with any use of the Group I Trucks or any part thereof; (iv) any



defect in or any Lien on title to the Group I Trucks or any part thereof; (v) any change, waiver, extension, indulgence or other action or omission in respect of any obligation or liability of the Lessee or the Lessor; (vi) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Lessee, the Lessor or any other Person, or any action taken with respect to this Agreement by any trustee or receiver of any Person mentioned above, or by any court; (vii) any claim that the Lessee has or might have against any Person, including without limitation the Lessor; (viii) any failure on the part of the Lessor or the Lessee to perform or comply with any of the terms hereof or of any other agreement; (ix) any invalidity or unenforceability or disaffirmance of this Agreement or any provision hereof or any of the other Applicable Related Documents with respect to any Group I Series of Notes or any provision of any thereof, in each case whether against or by the Lessee or otherwise; (x) any insurance premiums payable by the Lessee with respect to the Group I Trucks; or (xi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Lessee shall have notice or knowledge of any of the foregoing and whether or not foreseen or foreseeable. This Agreement shall be noncancelable by the Lessee and, except as expressly provided herein, the Lessee, to the extent permitted by law, waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Agreement, or to any diminution or reduction of Monthly Base Rent, Supplemental Rent or other amounts payable by the Lessee hereunder. All payments by the Lessee made hereunder shall be final (except to the extent of adjustments provided for herein), absent manifest error and, except as otherwise provided herein, the Lessee shall not seek to recover any such payment or any part thereof for any reason whatsoever, absent manifest error. If for any reason whatsoever this Agreement shall be terminated in whole or in part by operation of law or otherwise except as expressly provided herein, the Lessee shall nonetheless pay all Monthly Base Rent, all Supplemental Rent and all other amounts due hereunder at the time and in the manner that such payments would have become due and payable under the terms of this Agreement as if it had not been terminated in whole or in part. All covenants and agreements of the Lessee herein shall be performed at its cost, expense and risk unless expressly otherwise stated.

5. **INSURANCE.** The Lessee represents that it shall at all times maintain or cause to be maintained insurance coverage in force as follows:

5.1. **Personal Injury and Damage.** Insurance coverage as set forth in Section 26.3 hereof. In addition, the Lessee will maintain with respect to the Lessee's properties and businesses insurance against loss or damage of the kind customarily insured against by corporations, limited liability companies or other entities engaged in the same or similar businesses, of such types and in such amounts as are customarily carried by such similarly situated corporations.

5.2. **Delivery of Certificate of Insurance.** Within 10 days after the Initial Group I Closing Date, the Lessee or the Guarantor shall deliver to the Lessor a certificate(s) of insurance naming the Lessor, CPF and the Trustee as

additional insureds as to the item required by Section 26.3. Such insurance shall not be changed or canceled except as provided below in Section 5.3.

5.3. Changes in Insurance Coverage. No changes shall be made in any of the foregoing insurance requirements unless the prior written consent of each of the Lessor and the Trustee are first obtained. The Lessor may grant or withhold its consent to any proposed change in such insurance in its sole discretion. The Trustee shall be required to grant its consent to any proposed change in such insurance upon compliance with the following conditions:

(i) The Lessee or the Guarantor shall deliver not less than 30 days' prior written notice of any proposed change in such insurance to the Trustee; and

(ii) The Required Noteholders of each Group I Series of Notes Outstanding shall have consented to the proposed change.

#### 6. RISK OF LOSS: CASUALTY OBLIGATIONS.

6.1. Risk of Loss Borne by Lessee. Upon delivery of each Group I Truck to the Lessee, as between the Lessor and the Lessee, the Lessee assumes and bears the risk of loss, damage, theft, taking, destruction, attachment, seizure, confiscation or requisition with respect to such Group I Truck, however caused or occasioned, and all other risks and liabilities, including personal injury or death and property damage, arising with respect to such Group I Truck due to the manufacture, purchase, acceptance, rejection, ownership, delivery, leasing, subleasing, possession, use, inspection, registration, operation, condition, maintenance, repair, storage, sale, return or other disposition of such Group I Truck, howsoever arising.

6.2. Casualty. If a Group I Truck becomes a Casualty, then the Lessee will (i) promptly notify the Lessor thereof and (ii) promptly, but in no event later than the Distribution Date with respect to the Related Month during which such Group I Truck became a Casualty, pay to the Lessor the Termination Value of such Group I Truck (as of the date such Group I Truck became a Casualty). Upon payment by the Lessee to the Lessor of the Termination Value of any Group I Truck that has become a Casualty (i) the Lessor shall cause title to such Group I Truck to be transferred to the Lessee to facilitate liquidation of such Group I Truck by the Lessee, (ii) the Lessee shall be entitled to any physical damage insurance proceeds applicable to such Group I Truck and (iii) the Administrator shall request the Trustee to remove notation of its Lien (or, if applicable, to cause any Applicable Nominee Lienholder to remove notation of its Lien) from the Certificate of Title for such Group I Truck.

7. GROUP I TRUCK USE. So long as no Lease Event of Default, Liquidation Event of Default or Limited Liquidation Event of Default has occurred (subject, however, to Section 2.5 hereof), the Lessee

may use Group I Trucks leased hereunder in its regular course of business, including subleasing Group I Trucks to Permitted Sublessees in accordance with this Section 7. Such use shall be confined solely to the United States, and the principal place of business or rental office of the Lessee with respect to the Group I Trucks shall be located in the United States. The Administrator shall promptly and duly execute, deliver, file and record all such documents, statements, filings and registrations and take such further actions as the Lessor or the Trustee shall from time to time reasonably request in order to establish, perfect and maintain the Lessor's rights to and interest in the Group I Trucks and the Certificates of Title as against the Lessee or any third party in any applicable jurisdiction and to establish, perfect and maintain the Trustee's Lien on the Group I Trucks and the Certificates of Title as a perfected first lien in any applicable jurisdiction. The Lessee may, at its sole expense, change the place of principal location of any Group I Trucks. Notwithstanding the foregoing, no change of location shall be undertaken unless and until (x) all actions necessary to maintain the Lien of the Trustee on such Group I Trucks and the Certificates of Title with respect to such Group I Trucks shall have been taken and (y) all legal requirements applicable to such Group I Trucks shall have been met or obtained. Following the occurrence of a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default, the Lessee shall advise the Lessor in writing where all Group I Trucks leased hereunder as of such date are principally located. The Lessee shall not knowingly use any Group I Trucks or knowingly permit the same to be used for any unlawful purpose. The Lessee shall use reasonable precautions to prevent loss or damage to Group I Trucks. The Lessee shall comply with all applicable statutes, decrees, ordinances and regulations regarding acquiring, titling, registering, leasing, insuring and disposing of Group I Trucks and shall take reasonable steps to ensure that operators are licensed. The Lessee and the Lessor agree that the Lessee shall perform, at the Lessee's own expense, such Group I Truck preparation and conditioning services with respect to Group I Trucks leased by the Lessee hereunder as are customary. The Lessor or the Trustee or any authorized representative of the Lessor or the Trustee may during reasonable business hours from time to time, without disruption of the Lessee's business, subject to applicable law, inspect Group I Trucks and registration certificates, Certificates of Title and related documents covering Group I Trucks wherever the same be located. In addition to its normal daily rental operations, the Lessee may sublease Group I Trucks to a Permitted Sublessee provided that (i) such Permitted Sublessee uses such Group I Trucks in the regular course of its business and the regular course of such Permitted Sublessee's business is renting vehicles on a daily basis, (ii) the aggregate Net Book Value of all Group I Trucks being subleased at any one time is less than ten percent (10%) (or such other percentage as may be agreed to in writing by the Required Noteholders of each Group I Series of Notes Outstanding at such time) of the aggregate Net Book Value of the Vehicles being leased under this Agreement at such time, (iii) the applicable sublease agreement is substantially in the form of Attachment D hereto and (iv) the Lessee delivers to the Lessor and the Trustee an Opinion of Counsel, dated the date of the applicable Sublease, (a) substantially to the effect that (w) the applicable Sublease has been duly authorized, executed and delivered by each of the Lessee and the applicable Permitted Sublessee, (x) the applicable Sublease constitutes a valid, binding and enforceable obligation of each of the Lessee and the applicable Permitted Sublessee, (y) there is no pending or threatened litigation which, if adversely determined, would materially and adversely affect the ability of each of the Lessee and the applicable Permitted Sublessee to perform its obligations under the applicable Sublease and (z) the applicable Sublease does not conflict with or violate any court decree, injunction, writ or order applicable to either the Lessee

or the applicable Permitted Sublessee or result in a breach or default under any indenture, agreement or other instrument of the Lessee or the applicable Permitted Sublessee and (b) with respect to the validity, perfection and priority of the security interests created by the Sublease. No such sublease to a Permitted Sublessee shall release the Lessee or the Guarantor from any obligations under this Agreement. The Lessee shall not sublease any Group I Truck or assign any right or interest herein or in any Group I Truck to any Person other than a Permitted Sublessee in accordance with this Section 7; provided, however, the foregoing shall not be deemed to prohibit the Lessee from renting Group I Trucks to third party customers in the ordinary course of its business.

8. LIENS. Except for Permitted Liens, the Lessee shall keep all Group I Trucks leased by it hereunder free of all Liens arising during the Term. Upon the Vehicle Lease Expiration Date for each Group I Truck, should any such Lien exist on such Group I Truck, the Lessor may, in its discretion, remove such Lien, and any sum of money that may be paid by the Lessor in release or discharge thereof, including attorneys' fees and costs, will be paid by the Lessee upon demand by the Lessor. The Lessor may grant security interests in the Group I Trucks leased by the Lessee hereunder without consent of the Lessee; provided, however, that if any such Liens would interfere with the rights of the Lessee under this Agreement, the Lessor must obtain the prior written consent of the Lessee. The Lessee agrees and acknowledges that the granting of Liens and the taking of other actions pursuant to the Base Indenture and the Applicable Related Documents with respect to any Group I Series of Notes does not interfere with the rights of the Lessee under this Agreement.

9. NON-DISTURBANCE. So long as the Lessee satisfies its obligations hereunder, its quiet enjoyment, possession and use of the Group I Trucks leased by the Lessee hereunder will not be disturbed during the Term, subject, however, to Sections 2.6 and 18 hereof and except that the Lessor and the Trustee each retains the right, but not the duty, to inspect the Group I Trucks without disturbing the ordinary conduct of the Lessee's business. Upon the request of the Lessor or the Trustee from time to time, the Lessee will make reasonable efforts to confirm to the Lessor and the Trustee the location, mileage and condition of each Group I Truck leased by the Lessee hereunder and to make available for the Lessor's or the Trustee's inspection within a reasonable time period, not to exceed 45 days, the Group I Trucks at the location where such Group I Trucks are normally domiciled. Further, the Lessee will, during normal business hours and with a notice of three Business Days, make its records pertaining to the Group I Trucks available to the Lessor or the Trustee for inspection at the location where the Lessee's records are normally domiciled.

10. REGISTRATION; LICENSE; TRAFFIC SUMMONSES; PENALTIES AND FINES. The Lessee, at its expense, shall be responsible for proper registration and licensing of the Group I Trucks and titling of the Group I Trucks in the name of the Lessor (with the Lien of the Trustee, in its name or in the name of an Applicable Nominee Lienholder, on behalf of the Trustee, noted thereon), and, where required, shall have such Group I Trucks inspected by any

appropriate governmental authority; provided, however, that notwithstanding the foregoing, possession of all Certificates of Title shall at all times remain with the Administrator, or an Affiliate or agent of the Administrator identified to the Trustee in writing, which will hold such Certificates of Title in its capacity as agent for the Lessor and on behalf of the Trustee. The Lessee shall be responsible for the payment of all registration fees, title fees, license fees, traffic summonses, penalties, judgments and fines incurred with respect to any Group I Truck during the Vehicle Term for such Group I Truck or imposed during the Vehicle Term for such Group I Truck by any Governmental Authority or any court of law or equity with respect to such Group I Trucks in connection with the Lessee's operation of such Group I Trucks. The Lessor agrees to execute a power of attorney in substantially the form of Attachment C hereto (each, a "Power of Attorney"), and such other documents as may be necessary in order to allow the Lessee to title, register and dispose of the Group I Trucks leased hereunder in accordance with the terms hereof; provided, however, that possession of all Certificates of Title shall at all times remain with the Administrator, or an Affiliate or agent of the Administrator identified to the Trustee in writing, which will hold such Certificates of Title in its capacity as agent for the Lessor and on behalf of the Trustee, and the Lessee acknowledges and agrees that it has no right, title or interest in or with respect to any Certificate of Title. Notwithstanding anything herein to the contrary, the Lessor may terminate such Power of Attorney as provided in Section 18.3(iii) hereof.

11. MAINTENANCE AND REPAIRS. The Lessee shall pay for all maintenance and repairs to keep Group I Trucks in good working order and condition, and the Lessee will maintain the Group I Trucks as required in order to keep the manufacturer's warranty in force. The Lessee will return Group I Trucks to a facility authorized by the manufacturer of such Group I Truck or the Lessee's warranty station authorized by the manufacturer of such Group I Truck for warranty work. The Lessee will comply with any manufacturer's recall of any Group I Truck. The Lessee will pay, or cause to be paid, all usual and routine expenses incurred in the use and operation of Group I Trucks including, but not limited to, fuel, lubricants, and coolants. The Lessee agrees that it shall not make any material alterations to any Group I Trucks without the prior consent of the Lessor. Any improvements or additions to any Group I Trucks shall become and remain the property of the Lessor, except that any addition to Group I Trucks made by the Lessee shall remain the property of the Lessee if such addition can be disconnected from such Group I Trucks without impairing the functioning of such Group I Trucks or its resale value, excluding such addition.

## 12. GROUP I TRUCK WARRANTIES.

12.1. No Lessor Warranties. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT THE MANUFACTURER, THE AGENT OF THE MANUFACTURER, OR THE DISTRIBUTOR OF THE GROUP I TRUCKS LEASED BY THE LESSEE HEREUNDER. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, SAFENESS, DESIGN, MERCHANTABILITY, CONDITION, QUALITY, CAPACITY OR WORKMANSHIP OF THE GROUP I TRUCKS NOR ANY WARRANTY THAT THE GROUP I TRUCKS WILL SATISFY THE REQUIREMENTS OF ANY LAW OR ANY CONTRACT SPECIFICATION, AND AS BETWEEN THE LESSOR AND THE LESSEE,

THE LESSEE AGREES TO BEAR ALL SUCH RISKS AT ITS SOLE COST AND EXPENSE. THE LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS AGAINST THE LESSOR AND ANY GROUP I TRUCK FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER AND, AS TO THE LESSOR, THE LESSEE LEASES THE GROUP I TRUCKS "AS IS." IN NO EVENT SHALL THE LESSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHATSOEVER OR HOWSOEVER CAUSED.

12.2. Manufacturer's Warranties. If a Group I Truck is covered by a manufacturer's warranty, the Lessee, during the Vehicle Term for such Group I Truck, shall have the right to make any claims under such warranty which the Lessor could make.

13. GROUP I TRUCK USAGE GUIDELINES AND RETURN; TRUCK SPECIAL DAMAGE PAYMENTS.

13.1. Usage. As used herein "Truck Turn-In Condition Standard" with respect to each Group I Truck shall mean such Group I Truck shall have no: body dents; rust; corrosion; dented, rusted, broken, missing chrome or trim; ripped or stained upholstery, seats, dash, headliner or carpeting; missing interior trim; sprung or misaligned doors or their openings; worn, cracked, split, broken or leaking weather-stripping; faulty window mechanisms; broken, cracked, missing glass, mirrors or lights; faulty electronic systems, including on-board computers, processors, sensors, controls, radios, stereos, and the like; faulty heating, air conditioning or climate control systems; worn or faulty shock absorbers or other suspension or steering parts, systems or mechanisms; excessively worn tires; or any other condition that adversely affects the appearance or operating condition of such Group I Truck, in each case other than any such condition that would reasonably be considered to be normal wear and tear or otherwise de minimis by a purchaser of such Group I Truck.

13.2. Truck Special Damage Payments. (a) The Lessee will use its best efforts to maintain the Group I Trucks in a manner such that no Truck Special Damage Payments (as defined below) shall be due upon disposition of the Group I Trucks by or for the benefit of the Lessor. Upon disposition of each Group I Truck leased hereunder by or for the benefit of the Lessor, other than the sale of any Group I Truck to the Lessee in accordance with the terms hereof, if such Group I Truck fails to satisfy the Truck Turn-In Condition Standard established pursuant to Section 13.1, the Lessor will charge the Lessee for the amount that the Administrator estimates in good faith to be the reduction in the saleable value of such Group I Truck as a result of such failure to satisfy the Truck Turn-In Condition Standard (any such amounts are referred to as the "Truck Special Damage Payments").

(b) On each Distribution Date, the Lessee shall pay to the Lessor all Truck Special Damage Payments that have accrued during the Related Month. The obligation of the Lessee to pay Truck Special Damage Payments shall constitute the sole remedy respecting the breach of its

covenant contained in the first sentence of Section 13.2(a). The provisions of this Section 13.2 will survive the expiration or earlier termination of the Term.

14. **DISPOSITION PROCEDURE.** The Lessee shall comply with the requirements of law in connection with, among other things, the delivery of Certificates of Title and documents of transfer signed as necessary, and signed odometer statements to be submitted with the Group I Trucks upon any disposition thereof pursuant to the terms hereof.

15. **ODOMETER DISCLOSURE REQUIREMENT.** The Lessee agrees to comply with all requirements of law with respect to Group I Trucks in connection with the transfer of ownership by the Lessor of any Group I Truck, including, without limitation, the submission of any required odometer disclosure statement at the time of any such transfer of ownership.

16. **GENERAL INDEMNITY.**

16.1. **Indemnity by the Lessee and the Guarantor.** The Lessee and the Guarantor agree jointly and severally to indemnify and hold harmless the Lessor, the Administrator and the Trustee and the Lessor's, the Administrator's and the Trustee's directors, officers, stockholders, agents and employees (collectively, the "Indemnified Persons"), on a net after-tax basis against any and all claims, demands and liabilities of whatsoever nature and all costs and expenses relating to or in any way arising out of:

16.1.1. the ordering, delivery, acquisition, title on acquisition, rejection, installation, possession, titling, retitling, registration, re-registration, custody by the Lessee or the Guarantor (or the Administrator or its agent on behalf of the Lessee or the Guarantor) of title and registration documents, use, non-use, misuse, operation, deficiency, defect, transportation, repair, control or disposition of any Group I Truck leased hereunder or to be leased hereunder pursuant to a request by the Lessee including, without limitation, any Group I Truck subleased to a Permitted Sublessee pursuant to Section 7 and any of the forgoing actions, events or circumstances occurring or arising in connection with such subleasing and any customer of any such Permitted Sublessee. The foregoing shall include, without limitation, any liability (or any alleged liability) of the Lessor to any third party arising out of any of the foregoing, including, without limitation, all legal fees, costs and disbursements arising out of such liability (or alleged liability);

16.1.2. all (i) federal, state, county, municipal or foreign license, qualification, registration, franchise, sales, use, gross receipts, ad valorem, business, property (real or personal), excise, motor vehicle, and occupation fees and taxes, and all federal, state and local income taxes, and penalties and interest thereon, and all other taxes, fees and assessments of any kind whatsoever whether assessed, levied against or payable by the Lessor or otherwise, with respect to any Group I Truck leased hereunder or the acquisition, purchase, sale, rental, delivery, use, operation, control, ownership or disposition of any such Group I Truck or measured in any way by the value thereof or by the business of,

investment in, ownership by the Lessor with respect thereto and (ii) documentary, stamp, filing, recording, mortgage or other taxes, if any, which may be payable by the Lessor in connection with this Agreement or any other Applicable Related Documents with respect to any Group I Series of Notes; provided, however, that the following taxes are excluded from the indemnity provided in clauses (i) and (ii) above:

(i) any tax on, based on, with respect to, or measured by net income (including federal alternative minimum tax), other than any taxes or other charges which may be imposed as a result of any determination by a taxing authority that the Lessor is not the owner for tax purposes of the Group I Trucks leased hereunder or that this Agreement is not a “true lease” for tax purposes or that depreciation deductions that would be available to the owner of such Group I Trucks are disallowed, or that the Lessor is not entitled to include the full purchase price for any such Group I Truck in basis including any amounts payable in respect of interest charges, additions to tax and penalties that may be imposed, and all attorneys and accountants fees and expenses and all other fees and expenses that may be incurred in defending against or contesting any such determination;

(ii) any withholding tax imposed by the United States federal government other than such a tax imposed as a result of a change in law enacted (including new interpretations thereof), adopted or promulgated after the Initial Group I Closing Date or, if later, the date the Trustee acquires its interest in (A) the Group I Trucks leased hereunder, (B) the Base Indenture or (C) any other related operative documents that causes it to be an Indemnified Person hereunder unless such a tax is enacted, adopted or promulgated as a tax in lieu of, or in substitution for a tax not otherwise indemnifiable hereunder;

(iii) any tax with respect to any Group I Truck leased by the Lessee hereunder or any transaction relating to such Group I Truck to the extent it covers any period beginning after the earlier of (A) the discharge in full of the Lessee’s obligation to pay Monthly Base Rent, Supplemental Rent and any other amount payable hereunder with respect to such Group I Truck or (B) the expiration or other termination of this Agreement with respect to such Group I Truck, unless such tax accrues in respect of any period during which the Lessee holds over such Group I Truck; and

(iv) any tax that is imposed on an Indemnified Person or any of its Affiliates, to the extent that such tax results from the willful misconduct or gross negligence of such Indemnified Person or such Affiliates;

16.1.3. any violation by the Lessee or the Guarantor of this Agreement or of any Applicable Related Documents with respect to any Group I Series of Notes to which the Lessee or the Guarantor is a party or by which it is bound or of any laws, rules, regulations, orders, writs, injunctions, decrees, consents, approvals, exemptions, authorizations, licenses and withholdings of objecting of any governmental or public body or authority and all other requirements having the force of law applicable at any



time to any Group I Truck leased hereunder or any action or transaction by the Lessee or the Guarantor with respect thereto or pursuant to this Agreement;

16.1.4. all out of pocket costs of the Lessor (including the fees and out of pocket expenses of counsel for the Lessor) in connection with the execution, delivery and performance of this Agreement and the other Applicable Related Documents with respect to any Group I Series of Notes;

16.1.5. all out of pocket costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lessor or the Trustee in connection with the administration, enforcement, waiver or amendment of this Agreement and any other Applicable Related Documents with respect to any Group I Series of Notes and all indemnification obligations of the Lessor under the Applicable Related Documents with respect to any Group I Series of Notes; and

16.1.6. all costs, fees, expenses, damages and liabilities (including, without limitation, the fees and out of pocket expenses of counsel) in connection with, or arising out of, any claim made by any third party against the Lessor for any reason.

If the Lessor shall actually receive any tax benefit (whether by way of offset, credit, deduction, refund or otherwise) not already taken into account in calculating the net after-tax basis for such payment as a result of the payment of any tax indemnified pursuant to this Section 16 or in connection with the circumstances giving rise, to the imposition of such tax, such tax benefit shall be used to offset any indemnity payment owed pursuant to this Section 16 or shall be paid to the Lessee or the Guarantor, as applicable (but only to the extent of any prior indemnity payments actually made pursuant to this Section 16 and only after the Lessor shall actually receive such tax benefits), provided, however, that no such payment to the Lessee or the Guarantor, as applicable, shall be made while any Lease Event of Default shall have occurred and be continuing.

16.2. Reimbursement Obligation by the Lessee and the Guarantor. The Lessee and the Guarantor shall forthwith upon demand reimburse the Lessor or the relevant Indemnified Person for any sum or sums expended with respect to any of the foregoing; provided, however, that, if so requested by the Lessee or the Guarantor, the Lessor or the relevant Indemnified Person shall submit to the Lessee or the Guarantor, as applicable, a statement documenting any such demand for reimbursement or prepayment. To the extent that the Lessee or the Guarantor in fact indemnifies the Lessor or the relevant Indemnified Person under the indemnity provisions of this Agreement, the Lessee or the Guarantor, as applicable, shall be subrogated to the Lessor's rights or the relevant Indemnified Person's rights in the affected transaction and shall have a right to determine the settlement of claims therein. The foregoing indemnity as contained in this Section 16 shall survive the expiration or earlier termination of this Agreement or any lease of any Group I Truck hereunder.

16.3. Defense of Claims. The Lessor agrees to notify the Lessee of any claim made against it for which the Lessee may be liable pursuant to this Section 16 and, if the Lessee requests, to contest or allow

the Lessee to contest such claim. If any Lease Event of Default shall have occurred and be continuing, no contest shall be required, and any contest which has begun shall not be required to be continued to be pursued, unless arrangements to secure the payment of the Lessee's obligations pursuant to this Section 16 hereunder have been made and such arrangements are reasonably satisfactory to the Lessor. The Lessor shall not settle any such claim without the Lessee's consent, which consent shall not be unreasonably withheld. Defense of any claim referred to in this Section 16 for which indemnity may be required shall, at the option and request of the Indemnified Person, be conducted by the Lessee or the Guarantor, as applicable. The Lessee or the Guarantor, as the case may be, will inform the Indemnified Person of any such claim and of the defense thereof and will provide copies of material documents relating to any such claim or defense to such Indemnified Person upon request. Such Indemnified Person may participate in any such defense at its own expense; provided such participation does not interfere with the Lessee's or the Guarantor's assertion of such claim or defense. The Lessee and the Guarantor agree that no Indemnified Person will be liable to the Lessee or the Guarantor, as applicable, for any claim caused directly or indirectly by the inadequacy of any Group I Truck leased for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide such repairs, servicing or adjustments or any interruption or loss of service or use thereof or any loss of business, all of which shall be the risk and responsibility of the Lessee or the Guarantor. The rights and indemnities of each Indemnified Person hereunder are expressly made for the benefit of, and will be enforceable by, each Indemnified Person notwithstanding the fact that such Indemnified Person is either no longer a party to (or entitled to receive the benefits of) this Agreement, or was not a party to (or entitled to receive the benefits of) this Agreement at its outset. Except as otherwise set forth herein, nothing herein shall be deemed to require the Lessee or the Guarantor to indemnify the Lessor for any of the Lessor's acts or omissions which constitute gross negligence or willful misconduct. This general indemnity shall not affect any claims of the type discussed above which the Lessee or the Guarantor may have against the manufacturer.

#### 17. ASSIGNMENT.

17.1. Right of the Lessor to Assign this Agreement. The Lessor shall have the right to finance the acquisition and ownership of the Group I Trucks by selling or assigning, in whole or in part, its right, title and interest in this Agreement, including, without limitation, in moneys due from the Lessee, the Guarantor and any third party under this Agreement; provided, however, that any such sale or assignment shall be subject to the rights and interest of the Lessee in the Group I Trucks, including but not limited to the Lessee's right of quiet and peaceful possession of the Group I Trucks as set forth in Section 9 hereof, and under this Agreement.

17.2. Limitations on the Right of the Lessee to Assign this Agreement. The Lessee agrees that it shall not, without prior written consent of the Lessor and the consent of the Required Noteholders of each Group I Series of Notes Outstanding, assign this Agreement or any of its rights hereunder to any other party; provided, however, that the Lessee may rent the Group I Trucks under the terms of its normal daily rental programs and may

sublease Group I Trucks to Permitted Sublessees in accordance with Section 7 hereof. Any purported assignment in violation of this Section 17.2 shall be void and of no force or effect. Nothing contained herein shall be deemed to restrict the right of the Lessee to acquire or dispose of, by purchase, lease, financing, or otherwise, motor vehicles that are not subject to the provisions of this Agreement.

18. DEFAULT AND REMEDIES THEREFOR.

18.1. Events of Default. Any one or more of the following will constitute an event of default (a "Lease Event of Default") as that term is used herein:

18.1.1. there occurs a default in the payment of any portion of Monthly Base Rent or Supplemental Rent and the continuance thereof for a period of five Business Days;

18.1.2. any unauthorized assignment or transfer of this Agreement by the Lessee or the Guarantor occurs;

18.1.3. the failure, in any material respect, of the Lessee and the Guarantor to maintain, or cause to be maintained, insurance as required in Section 5 or Section 26.3;

18.1.4. the failure of the Lessee and the Guarantor to observe or perform any other covenant, condition, agreement or provision hereof, including, but not limited to, usage and maintenance, and such default continues for more than 30 days after the earlier of (x) the date the Lessee or Guarantor has actual knowledge of such default or (y) the date written notice of such default is delivered by the Lessor or the Trustee to the Lessee or the Guarantor;

18.1.5. if any representation or warranty made by the Lessee or the Guarantor herein is inaccurate or incorrect or is breached or is false or misleading in any material respect as of the date of the making thereof or any schedule, certificate, financial statement, report, notice, or other writing furnished by or on behalf of the Lessee or the Guarantor to the Lessor or the Trustee is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified, and the circumstance or condition in respect of which such representation, warranty or writing was inaccurate, incorrect, breached, false or misleading in any material respect, as the case may be, shall not have been eliminated or otherwise cured for 30 days after the earlier of (x) the date of the receipt of written notice thereof from the Lessor or the Trustee to the Guarantor or the Lessee and (y) the date the Guarantor or the Lessee learns of such circumstance or condition;

18.1.6. an Event of Bankruptcy occurs with respect to the Lessee, the Guarantor, the Administrator or BRAC;

18.1.7. any Change in Control of the Lessee, the Guarantor, or BRAC without the approval of the Requisite Group Investors with respect to the Group I Series of Notes.

18.1.8. the Pension Benefit Guaranty Corporation or the Internal Revenue Service shall have filed notice of one or more liens against the Lessee (unless such lien does not purport to cover the Collateral or the Group I Collateral or any amount payable under this Agreement), and, in the case of notice filed by the Internal Revenue Service, such notice shall have remained in effect for more than 30 days unless, prior to the expiration of such period, the Lessee shall have provided the Lessor with a bond in an amount at least equal to the amount of such lien or, in the case of any such lien in an amount less than \$1,000,000, the Lessee shall have established to the reasonable satisfaction of the Lessor that such lien is being contested in good faith and that adequate reserves have been established in respect of the claim giving rise to such lien.

18.2. Effect of Lease Event of Default or Liquidation Event of Default. If any Lease Event of Default described in Section 18 or any Liquidation Event of Default shall occur, the Lessor, acting at the direction of the Trustee may terminate this Agreement and then (x) any accrued and unpaid Monthly Base Rent, Supplemental Rent and all other charges and payments accrued but unpaid under this Agreement (calculated as if the full amount of interest on each Group I Series of Notes was then due and payable in full) shall, automatically, without further action by the Lessor or the Trustee, become immediately due and payable and (y) the Lessee shall, at the request of the Lessor or the Trustee, return or cause to be returned all Group I Trucks (and the Administrator shall deliver, or cause to be delivered, to the Trustee the Certificates of Title relating thereto) to the Lessor or the Trustee.

18.3. Rights of Lessor Upon Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default. If a Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default shall occur, then the Lessor or the Trustee at its option may:

(i) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee or the Guarantor of the applicable covenants and terms of this Agreement or to recover damages for the breach hereof calculated in accordance with Section 18.5; or

(ii) By notice in writing to the Lessee, terminate this Agreement in its entirety and/or the right of possession hereunder of the Lessee of the Group I Trucks, and the Lessor or the Trustee may direct delivery by the Lessee or the Guarantor (or the Administrator or its agent on behalf of the Lessee or the Guarantor) of documents of title to the Group I Trucks, whereupon all rights and interests of the Lessee or the Guarantor to the Group I Trucks will cease and terminate and the Guarantor will remain liable hereunder as herein provided, provided, however, that their liability will be calculated in accordance with Section 18.5; and thereupon, the Lessor or the Trustee or its agents may peaceably enter upon the premises of the Lessee or other premises where the Group I Trucks may be located and take possession of them and thenceforth hold, possess and enjoy the same free from any right of the Lessee or the Guarantor, or their successors or assigns, to use the Group I Trucks for any purpose whatsoever, and the Lessor will, nevertheless, have a right to recover from the Lessee or the Guarantor any and all

amounts which under the terms of this Section 18.3 (as limited by Section 18.5 of this Agreement) as may be then due. The Lessor will provide the Lessee with written notice of the place and time of any sale of Group I Trucks at least five days prior to the proposed sale, which shall be deemed commercially reasonable, and the Lessee may purchase such Group I Truck(s) at the sale. Each and every power and remedy hereby specifically given to the Lessor and the Trustee will be in addition to every other power and remedy hereby specifically given to the Lessor or the Trustee or now or hereafter existing at law, in equity or in bankruptcy and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Lessor or the Trustee; provided, however, that the measure of damages recoverable against the Lessee and the Guarantor will in any case be calculated in accordance with Section 18.5. All such powers and remedies will be cumulative, and the exercise of one will not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Lessor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder will impair any such power or remedy or will be construed to be a waiver of any default or any acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Lessee or the Guarantor will not otherwise alter or affect the Lessor's rights or the obligations hereunder of the Lessee and the Guarantor. The Lessor's acceptance of any payment after it will have become due hereunder will not be deemed to alter or affect the Lessor's or the Trustee's rights hereunder with respect to any subsequent payments or defaults therein; or

(iii) By notice in writing to the Lessee, terminate the Power of Attorney.

18.4. Rights of Trustee Upon Liquidation Event of Default, Limited Liquidation Event of Default and Non-Performance of Certain Covenants.

(i) If a Liquidation Event of Default or a Limited Liquidation Event of Default shall have occurred and be continuing, the Lessor and the Trustee, to the extent provided in the Base Indenture and each related Group I Series Supplement, shall have the rights against the Guarantor, the Lessee, and the Group I Collateral provided in the Base Indenture and such Group I Series Supplements, including the right to take possession of all or a portion of the Group I Trucks immediately from the Lessee.

(ii) Upon a default in the performance (after giving effect to any applicable grace periods provided herein) by the Guarantor or the Lessee of its obligations hereunder to keep the Group I Trucks free of Liens (other than Permitted Liens) and to maintain the Trustee's first priority perfected security interest in the Group I Collateral, the Lessor or the Trustee shall have the right to take actions reasonably necessary to correct such default with respect to the subject Group I Trucks including the execution of UCC financing statements with respect to general intangibles and the completion of Vehicle Perfection and Documentation Requirements on behalf of the Guarantor or the Lessee as applicable.

(iii) Upon the occurrence of a Liquidation Event of Default or a Limited Liquidation Event of Default, the Lessee shall dispose of the Group I Trucks in accordance

with the instructions of the Trustee. To the extent the Lessee fails to so dispose of any Group I Trucks, the Trustee shall have the right to otherwise dispose of such Group I Trucks. In addition, following the occurrence of a Liquidation Event of Default or a Limited Liquidation Event of Default, the Trustee shall have all of the rights, remedies, powers, privileges and claims vis-à-vis the Guarantor or the Lessee, necessary or desirable to allow the Trustee to exercise the rights, remedies, powers, privileges and claims set forth in Sections 3.3 and 9.2 of the Base Indenture, and each of the Guarantor and the Lessee acknowledges that it has hereby granted to the Lessor all of the rights, remedies, powers, privileges and claims granted by the Lessor to the Trustee pursuant to Article 3 of the Base Indenture and that the Trustee may act in lieu of the Lessor in the exercise of such rights, remedies, powers, privileges and claims.

18.5. Measure of Damages. If a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default occurs and the Lessor or the Trustee exercises the remedies granted to the Lessor or the Trustee under this Article 18, the amount that the Lessor shall be permitted to recover shall be equal to:

(i) all Monthly Base Rent, all Supplemental Rent and all other amounts due and payable under this Agreement (calculated as provided in Section 18.2); plus

(ii) any damages and expenses, including reasonable attorneys' fees and expenses (but excluding net after-tax losses of federal and state income tax benefits to which the Lessor would otherwise be entitled as a result of this Agreement), which the Lessor or the Trustee will have sustained by reason of the Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default, together with reasonable sums for such attorneys' fees and such expenses as will be expended or incurred in the seizure, storage, rental or sale of the Group I Trucks or in the enforcement of any right or privilege hereunder or in any consultation or action in such connection; plus

(iii) interest on amounts due and unpaid under this Agreement at the applicable Carrying Cost Interest Rate plus 1.0% from time to time computed from the date of the Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default or the date payments were originally due to the Lessor under this Agreement or from the date of each expenditure by the Lessor which is recoverable from the Lessee pursuant to this Section 18, as applicable, to and including the date payments are made by the Lessee.

18.6. Application of Proceeds. The proceeds of any sale or other disposition pursuant to Section 18.2 or 18.3 shall be applied in the following order: (i) to the reasonable costs and expenses incurred by the Lessor in connection with such sale or disposition, including any reasonable costs associated with repairing any Group I Trucks, and reasonable attorneys' fees in connection with the enforcement of this Agreement, (ii) to the payment of outstanding Monthly Base Rent and Supplement Rent,

(iii) to the payment of all other amounts due hereunder, and (iv) any remaining amounts to the Lessor, or such Person(s) as may be lawfully entitled thereto.

18.7. Special Default. If on any Business Day, the Lessee or the Guarantor obtains actual knowledge that a Group I Truck included in the Borrowing Base is not titled in the name of CPF with the Trustee or an Applicable Nominee Lienholder noted as the first lienholder on the Certificate of Title for such Group I Truck, then the Lessee shall within three (3) Business Days make an application (or correct its application, as the case may be) with the Oklahoma Tax Commission (the "OTC") or any Oklahoma motor vehicle license agent ("License Agent") to properly title such Group I Truck in the name of CPF with a lien in favor of the Trustee (or an Applicable Nominee Lienholder, as the case may be). If the Lessee fails to perform under the preceding sentence by the close of business on the third Business Day after obtaining such knowledge, then the Lessee shall promptly, but in no event later than three (3) Business Days thereafter, sell or purchase any improperly titled Group I Trucks. If the proceeds of the sale of any such Group I Truck are less than the applicable Vehicle Purchase Price for such improperly titled Group I Truck, then the Lessee shall pay to CPF an amount equal to such deficiency; provided, that if the Lessee purchases any such Group I Truck, it shall pay to the Lessor the applicable Vehicle Purchase Price therefor.

19. CERTIFICATION OF TRADE OR BUSINESS USE. The Lessee hereby warrants and certifies as of the date hereof and as of each Series Closing Date with respect to a Group I Series of Notes, under penalties of perjury, that (i) it intends to use the Group I Trucks which are subject to this Agreement in its trade or business and (ii) it has been advised that it will not be treated as the owner of such Group I Trucks for federal tax income purposes.

20. SURVIVAL. In the event that, during the term of this Agreement, the Lessee or the Guarantor becomes liable for the payment or reimbursement of any obligations, claims or taxes pursuant to any provision hereof, such liability will continue, notwithstanding the expiration or termination of this Agreement, until all such amounts are paid or reimbursed by the Lessee or the Guarantor.

21. TITLE. This is an agreement to lease only and title to Group I Trucks will at all times remain in the Lessor's name or in the name of a nominee. Neither the Lessee nor the Guarantor will have any rights or interest in Group I Trucks whatsoever other than the right of possession and use as provided by this Agreement.

## 22. GUARANTY.

22.1. Guaranty. In order to induce the Lessor to execute and deliver this Agreement and to lease Group I Trucks to the Lessee, and in consideration thereof, the Guarantor hereby (i) unconditionally and irrevocably guarantees to the Lessor the obligations of the Lessee to make any payments required to be made by it under this Agreement, (ii) agrees to cause the Lessee to duly and punctually perform and observe all of the terms, conditions, covenants, agreements and indemnities of the Lessee under this Agreement and (iii) agrees that, if for any reason whatsoever, the Lessee fails to so perform and observe such terms, conditions, covenants, agreements and indemnities, the Guarantor will duly and punctually perform and observe the same (the obligations referred to in clauses (i) through (iii) above are collectively referred to as the “Guaranteed Obligations”). The liabilities and obligations of the Guarantor under the guaranty contained in this Section 22 (this “Guaranty.”) will be absolute and unconditional under all circumstances. This Guaranty shall be a guaranty of payment and performance and not merely of collection, and the Guarantor hereby agrees that it shall not be required that the Lessor or the Trustee assert or enforce any rights against the Lessee or any other person before or as a condition to the obligations of the Guarantor pursuant to this Guaranty.

22.2. Scope of Guarantor’s Liability. The Guarantor’s obligations hereunder are independent of the obligations of the Lessee, any other guarantor or any other Person, and the Lessor may enforce any of its rights hereunder independently of any other right or remedy that the Lessor may at any time hold with respect to this Agreement or any security or other guaranty therefor. Without limiting the generality of the foregoing, the Lessor may bring a separate action against the Guarantor without first proceeding against the Lessee, any other guarantor or any other Person, or any security held by the Lessor, and regardless of whether the Lessee or any other guarantor or any other Person is joined in any such action. The Guarantor’s liability hereunder shall at all times remain effective with respect to the full amount due from the Lessee hereunder, notwithstanding any limitations on the liability of the Lessee to the Lessor contained in any of the Applicable Related Documents with respect to any Group I Series of Notes or elsewhere. The Lessor’s rights hereunder shall not be exhausted by any action taken by the Lessor until all Guaranteed Obligations have been fully paid and performed. The liability of the Guarantor hereunder shall be reinstated and revived, and the rights of the Lessor shall continue, with respect to any amount at any time paid on account of the Guaranteed Obligations which shall thereafter be required to be restored or returned by the Lessor upon the bankruptcy, insolvency or reorganization of the Lessee, any other guarantor or any other Person, or otherwise, all as though such amount had not been paid.

22.3. Lessor’s Right to Amend this Agreement, Etc. The Guarantor hereby authorizes the Lessor, at any time and from time to time without notice and without affecting the liability of the Guarantor hereunder, to: (a) alter the terms of all or any part of the Guaranteed Obligations and any security and guaranties therefor including without limitation modification of times for payment and rates of interest; (b) accept new or additional instruments, documents, agreements, security or guaranties in connection with all or any part of the Guaranteed Obligations; (c) accept partial payments on the Guaranteed Obligations; (d) waive, release, reconvey, terminate, abandon, subordinate, exchange, substitute, transfer, compound, compromise, liquidate and enforce all or any part of the Guaranteed Obligations and any security or guaranties therefor, and apply any such security and direct the



order or manner of sale thereof (and bid and purchase at any such sale), as the Lessor in its discretion may determine; (e) release the Lessee, any other guarantor or any other Person from any personal liability with respect to all or any part of the Guaranteed Obligations; and (f) assign its rights under this Guaranty in whole or in part.

22.4. Waiver of Certain Rights by Guarantor. The Guarantor hereby waives each of the following to the fullest extent allowed by law:

(a) all statutes of limitation as a defense to any action brought by the Lessor against the Guarantor;

(b) any defense based upon:

(i) the unenforceability or invalidity of all or any part of the Guaranteed Obligations or any security or other guaranty for the Guaranteed Obligations or the lack of perfection or failure of priority of any security for the Guaranteed Obligations;

(ii) any act or omission of the Lessor or any other Person that directly or indirectly results in the discharge or release of the Lessee or any other Person or any of the Guaranteed Obligations or any security therefor; or

(iii) any disability or any other defense of the Lessee or any other Person with respect to the Guaranteed Obligations, whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;

(c) any right (whether now or hereafter existing) to require the Lessor, as a condition to the enforcement of this Guaranty, to:

(i) accelerate the Guaranteed Obligations;

(ii) give notice to the Guarantor of the terms, time and place of any public or private sale of any security for the Guaranteed Obligations; or

(iii) proceed against the Lessee, any other guarantor or any other Person, or proceed against or exhaust any security for the Guaranteed Obligations;

(d) all rights of subrogation, all rights to enforce any remedy that the Lessor now or hereafter has against the Lessee or any other Person, and any benefit of, and right to participate in, any security now or hereafter held by the Lessor with respect to the Guaranteed Obligations;

(e) presentment, demand, protest and notice of any kind, including without limitation notices of default and notice of acceptance of this Guaranty;

(f) all suretyship defenses and rights of every nature otherwise available under New York law and the laws of any other jurisdiction; and

(g) all other rights and defenses the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder.

22.5. Guarantor to Pay Lessor's Expenses. The Guarantor agrees to pay to the Lessor, on demand, all costs and expenses, including attorneys' and other professional and paraprofessional fees, incurred by the Lessor in exercising any right, power or remedy conferred by this Guaranty, or in the enforcement of this Guaranty, whether or not any action is filed in connection therewith. Until paid to the Lessor, such amounts shall bear interest, commencing with the Lessor's demand therefor, at the Carrying Cost Interest Rate plus 2.0%.

22.6. Reinstatement. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of any of the amounts payable by the Lessee under this Agreement is rescinded or must otherwise be restored or returned by the Lessor, upon an event of bankruptcy, dissolution, liquidation or reorganization of the Lessee or the Guarantor or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Lessee or the Guarantor or any substantial part of their respective property, or otherwise, all as though such payment had not been made.

22.7. Pari Passu Indebtedness. The Guarantor (i) represents and warrants that, as of the date hereof, the obligations of the Guarantor under this Guaranty will rank pari passu with any existing unsecured indebtedness of the Guarantor and (ii) covenants and agrees that from and after the date hereof the obligations of the Guarantor under this Guaranty will rank pari passu with any unsecured indebtedness of the Guarantor incurred after the date hereof.

23. RIGHTS OF LESSOR ASSIGNED. Notwithstanding anything to the contrary contained in this Agreement, each of the Lessee and the Guarantor acknowledges that the Lessor has assigned all of its rights under this Agreement to the Trustee pursuant to the Indenture. Accordingly, each of the Lessee and the Guarantor agrees that:

(i) Subject to the terms of the Indenture, the Trustee shall have all the rights, powers, privileges and remedies of the Lessor hereunder and the obligations of the Guarantor and of the Lessee hereunder (including with respect to the payment of Monthly Base Rent, Supplemental Rent and all other amounts payable hereunder) shall not be subject to any claim or defense which the Guarantor or the Lessee may have against the Lessor or, in the case of the Guarantor, the Lessee (other than the defense of payment actually made) and shall be absolute and unconditional and shall not be subject to any abatement, setoff, counterclaim, deduction or reduction for any reason whatsoever.

Specifically, each of the Lessee and the Guarantor agrees that, upon the occurrence of a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default, the Trustee may exercise (for and on behalf of the Lessor) any right or remedy against the Lessee or the Guarantor provided for herein and neither the Lessee nor the Guarantor will interpose as a defense that such claim should have been asserted by the Lessor;

(ii) Upon the delivery by the Trustee of any notice to the Lessee or the Guarantor stating that a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default has occurred, the Lessee or the Guarantor, as the case may be, will, if so requested by the Trustee, treat the Trustee or the Trustee's designee for all purposes as the Lessor hereunder and in all respects comply with all obligations under this Agreement that are asserted by the Trustee as the successor to the Lessor hereunder, irrespective of whether the Lessee or the Guarantor has received any such notice from the Lessor; provided, however, that the Trustee shall in no event be liable to the Lessee for any action taken by it in its capacity as successor to the Lessor other than actions that constitute negligence or willful misconduct;

(iii) Each of the Lessee and the Guarantor acknowledges that pursuant to the Indenture the Lessor has irrevocably authorized and directed the Lessee or the Guarantor to, and the Lessee and the Guarantor shall, make payments of Monthly Base Rent and Supplemental Rent hereunder (and any other payments hereunder) directly to the Trustee for deposit in the Collection Account established by the Trustee for receipt of such payments pursuant to the Indenture and such payments shall discharge the obligation of the Lessee and the Guarantor to the Lessor hereunder to the extent of such payments. Upon written notice to the Lessee or the Guarantor of a sale or assignment by the Trustee of its right, title and interest in moneys due under this Agreement to a successor Trustee, the Lessee or the Guarantor, as the case may be, shall thereafter make payments of all Monthly Base Rent and Supplemental Rent (and any other payments hereunder) to the party specified in such notice;

(iv) Upon request made by the Trustee at any time, each of the Lessee and the Guarantor shall take such actions as are requested by the Trustee to assist the Trustee in maintaining the Trustee's first priority perfected security interest in this Agreement, the Group I Trucks, the Certificates of Title with respect thereto and any other Group I Collateral; and

(v) In the event that the Indenture terminates and all obligations owing under the Indenture have been paid in full, the Lessor shall have all rights under this Agreement previously assigned to the Trustee.

24. MODIFICATION AND SEVERABILITY. The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever unless the same shall be in writing and signed and delivered by the Lessor, the Guarantor and the Lessee and consented to in writing by the Trustee and by the Required Noteholders of each Group I Series of Notes Outstanding. If any

part of this Agreement is not valid or enforceable according to law, all other parts will remain enforceable.

25. CERTAIN REPRESENTATIONS AND WARRANTIES. The Lessee represents and warrants to the Lessor and the Trustee as to itself, and the Guarantor represents and warrants to the Lessor and the Trustee as to itself and as to the Lessee, that as of the date hereof and as of each Series Closing Date with respect to a Group I Series of Notes:

25.1. Organization; Ownership; Power; Qualification. Each of the Guarantor and the Lessee is (i) a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) has the limited liability company power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted, and (iii) is duly qualified, in good standing and authorized to do business in each jurisdiction in which the character of its properties or the nature of its businesses requires such qualification or authorization.

25.2. Authorization; Enforceability. Each of the Guarantor and the Lessee has the limited liability company power and has taken all necessary limited liability company action to authorize it to execute, deliver and perform this Agreement and each of the other Applicable Related Documents with respect to each Group I Series of Notes to which it is a party in accordance with their respective terms, and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Guarantor and the Lessee and is, and each of the other Applicable Related Documents with respect to each Group I Series of Notes to which the Guarantor or the Lessee is a party is, a legal, valid and binding obligation of the Guarantor and the Lessee, enforceable in accordance with its terms.

25.3. Compliance. The execution, delivery and performance, in accordance with their respective terms, by the Guarantor and the Lessee of this Agreement and each of the other Applicable Related Documents with respect to each Group I Series of Notes to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (i) require any consent, approval, authorization or registration not already obtained or effected, (ii) violate any applicable law with respect to the Guarantor or the Lessee which violation could result in a Material Adverse Effect, (iii) conflict with, result in a breach of, or constitute a default under the certificate of formation or limited liability company agreement, as amended, of the Guarantor or the Lessee, (iv) conflict with, result in a breach of, or constitute a default under any indenture, agreement, or other instrument to which the Guarantor or the Lessee is a party or by which its properties may be bound or (v) result in or require the creation or imposition of any Lien (except Permitted Liens) upon or with respect to any property now owned or hereafter acquired by the Lessee.

25.4. Financial Information; Financial Condition. All balance sheets, all statements of operations, of shareholders' equity and of cash flow, and other financial data (other than projections) which have been or shall hereafter be furnished to the Lessor, the Trustee or any Group I Noteholder for the purposes of or in connection with this Agreement or the Applicable Related Documents with respect to any Group I Series of Notes have been and, except as noted therein, will be prepared in accordance with GAAP and do and will present fairly the financial condition of the entities involved as of the dates thereof and the results of their operations for the periods covered thereby. Such financial data include the following financial statements and reports which have been furnished to the Lessor, the Group I Noteholders and the Trustee on or prior to the date hereof or such Series Closing Date:

(i) the audited consolidated financial statements consisting of a statement of financial position of the Guarantor and its consolidated subsidiaries as of December 31, 2009, and the related statements of operations, stockholder's equity and cash flows of the Guarantor and its consolidated subsidiaries for the year ended December 31, 2009; and

(ii) the unaudited consolidated financial statements consisting of a statement of financial position of the Guarantor and its consolidated subsidiaries as of December 31, 2009, and the related statements of operations, stockholder's equity and cash flows of the Guarantor and its consolidated subsidiaries for the three months ended December 31, 2009;

25.5. Litigation. Except as set forth in Schedule 25.5 hereto, as such Schedule may be amended in connection with each Series Closing Date with respect to the Group I Series of Notes, and except for claims as to which an insurer has admitted coverage in writing and which are fully covered by insurance provided by a Person who is not an Affiliate of BTR and for which adequate reserves have been set aside in accordance with GAAP, no claims, litigation (including, without limitation, derivative actions), arbitration, governmental investigation or proceeding or inquiry is pending or, to the best of the Guarantor's or the Lessee's knowledge, threatened against the Guarantor or the Lessee which would, if adversely determined, have a Material Adverse Effect.

25.6. Liens. The Group I Trucks and other Group I Collateral are free and clear of all Liens other than (i) Permitted Liens and (ii) Liens in favor of the Trustee. The Trustee has obtained, and shall continue to obtain, for the benefit of the Group I Secured Parties pursuant to the Indenture, a first priority perfected Lien on all Group I Trucks leased hereunder. All Vehicle Perfection and Documentation Requirements with respect to all Group I Trucks on or after the date hereof have and shall continue to be satisfied.

25.7. Employee Benefit Plans. (a) During the 12 consecutive month period prior to the date hereof and of such Series Closing Date: (i) no steps have been taken by the Guarantor, the Lessee or any member of the

Controlled Group, or to the knowledge of the Guarantor, by any Person, to terminate any Pension Plan; and (ii) no contribution failure has occurred with respect to any Pension Plan maintained by the Guarantor, the Lessee or any member of the Controlled Group sufficient to give rise to a Lien under Section 302(f)(1) of ERISA in connection with such Pension Plan; and (b) no condition exists or event or transaction has occurred with respect to any Pension Plan which could reasonably be expected to result in the incurrence by the Guarantor or the Lessee or any member of the Controlled Group of liabilities, fines or penalties in an amount that could have a Material Adverse Effect, and (c) neither Guarantor nor the Lessee has any material contingent liability with respect to any post-retirement benefits under a Welfare Plan, other than liability for continuation coverage described in Subtitle B of Part 6 of Title 1 of ERISA and liability which would have a Material Adverse Effect.

25.8. Investment Company Act. Neither the Guarantor nor the Lessee is an “investment company” or a company “controlled,” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended, and neither the Guarantor nor the Lessee is subject to any other statute which would impair or restrict its ability to perform its obligations under this Agreement or the other Applicable Related Documents with respect to any Group I Series of Notes, and neither the entering into or performance by the Guarantor or the Lessee of this Agreement violates any provision of such Act.

25.9. Regulations T, U and X. Neither the Guarantor nor the Lessee is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T, U and X of the Board of Governors of the Federal Reserve System). None of the Guarantor, the Lessee, any Affiliates of any of them or any Person acting on their behalf has taken or will take action to cause the execution, delivery or performance of this Agreement or any Group I Series of Notes, the making or existence of any Group I Series of Notes or the use of proceeds of any Group I Series of Notes to violate Regulation T, U, or X of the Board of Governors of the Federal Reserve System.

25.10. Jurisdiction of Organization; Principal Places of Business Locations. Each of the Lessee and the Guarantor is a “registered organization” within the meaning of Section 9-102(a)(70) of the applicable UCC, and Schedule 25.10 lists each of the locations where each of the Lessee and the Guarantor is organized and the Lessee’s and the Guarantor’s legal names. Except as set forth on Schedule 25.10 neither the Lessee nor the Guarantor has maintained a principal place of business or a chief executive office other than in, respectively, Parsippany, New Jersey and Denver, Colorado during the four years preceding the date of this Agreement or the immediately preceding Series Closing Date with respect to a Group I Series of Notes, as applicable.

25.11 Taxes. Each of the Guarantor and the Lessee has filed all tax returns which have been required to be filed by it (except where the requirement to file such return is subject to a valid extension

or such failure relates to returns which, in the aggregate, show taxes due in an amount of not more than \$500,000), and has paid or provided adequate reserves for the payment of all taxes shown due on such returns or required to be paid as a condition to such extension, as well as all payroll taxes and federal and state withholding taxes, and all assessments payable by it that have become due, other than those that are payable without penalty or are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established, and are being maintained, in accordance with GAAP. As of the date hereof and as of each Series Closing Date, to the best of the Guarantor's or the Lessee's knowledge, there is no unresolved claim by a taxing authority concerning the Guarantor's or the Lessee's tax liability for any period for which returns have been filed or were due other than those contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established and are being maintained in accordance with GAAP.

25.12. Governmental Authorization. Each of the Guarantor and the Lessee has all licenses, franchises, permits and other governmental authorizations necessary for all businesses presently carried on by it (including owning and leasing the real and personal property owned and leased by it), except where failure to obtain such licenses, franchises, permits and other governmental authorizations would not have a Material Adverse Effect.

25.13. Compliance with Laws. Each of the Guarantor and the Lessee: (i) is not in violation of any Requirement of Law, which violation would have a Material Adverse Effect, and no such violation has been alleged, (ii) has filed in a timely manner all reports, documents and other materials required to be filed by it with any Governmental Authority (and the information contained in each of such filings is true, correct and complete in all material respects), except where failure to make such filings would not have a Material Adverse Effect, and (iii) has retained all records and documents required to be retained by it pursuant to any Requirement of Law, except where failure to retain such records would not have a Material Adverse Effect.

25.14. Eligible Trucks; Permitted Sublessee. Each Group I Truck is or will be, as the case may be, on the CPF Lease Commencement Date with respect to such Group I Truck, an Eligible Truck. Each sublessee subleasing a Group I Truck from the Lessee is, or will be as of the sublease commencement date for such Group I Truck, a Permitted Sublessee and each applicable sublease meets the requirements set forth in Section 7.

25.15. Supplemental Documents True and Correct. All information contained in any other Supplemental Document with respect to Group I Trucks which has been submitted, or which may hereafter be submitted by the Lessee to the Lessor is, or will be, true, correct and complete.

25.16. Absence of Default. Each of the Guarantor and the Lessee is in compliance with all of the provisions of its certificate of formation and limited liability company agreement and no event has occurred or failed to occur which has not been remedied or waived, the occurrence or non-occurrence of which constitutes, or with the passage of time or giving of notice or both would constitute, (i) a Lease Event of Default or a Potential Lease Event of Default or (ii) a default or event of default by the Guarantor or the Lessee under any indenture, agreement or other instrument, or any judgment, decree or final order to which the Guarantor or the Lessee is a party or by which the Guarantor or the Lessee or any of their properties may be bound or affected that could result in a Material Adverse Effect.

25.17. Title to Assets. Each of the Guarantor and the Lessee has good, legal and marketable title to, or a valid leasehold interest in, all of its assets, except to the extent no Material Adverse Effect could result. None of such properties or assets is subject to any Liens except Liens incurred pursuant to the Credit Agreement and except, in the case of the Lessee, for Permitted Encumbrances. Except for financing statements or other filings with respect to or evidencing Permitted Encumbrances, no financing statement under the UCC of any state, application for a Certificate of Title or certificate of ownership, or other filing which names the Lessee as debtor or which covers or purports to cover any of the assets of the Lessee is on file in any state or other jurisdiction, and the Lessee has not signed any such financing statement, application or instrument authorizing any secured party or creditor of such Person thereunder to file any such financing statement, application or filing other than with respect to Permitted Encumbrances and except to the extent no Material Adverse Effect could result.

25.18. Burdensome Provisions. Neither the Guarantor nor the Lessee is a party to or bound by any Contractual Obligation that could have a Material Adverse Effect.

25.19. No Adverse Change. Since December 31, 2009, (x) no material adverse change in the business, assets, liabilities, financial condition, results of operations or business prospects of the Guarantor or the Lessee has occurred, and (y) no event has occurred or failed to occur, which has had or may have, either alone or in conjunction with all other such events and failures, a Material Adverse Effect.

25.20. No Adverse Fact. No fact or circumstance is known to the Guarantor or the Lessee, as of the date hereof or as of such Closing Date, which, either alone or in conjunction with all other such facts and circumstances, has had or might in the future have (so far as the Guarantor or the Lessee can foresee) a Material Adverse Effect.



25.21. Accuracy of Information. All data, certificates, reports, statements, Opinions of Counsel, documents and other information furnished to the Lessor, any Group I Noteholder or the Trustee by or on behalf of the Guarantor or the Lessee pursuant to any provision of any Applicable Related Document with respect to any Group I Series of Notes, or in connection with or pursuant to any amendment or modification of, or waiver under, any Applicable Related Document with respect to any Group I Series of Notes, shall, at the time the same are so furnished, (i) be complete and correct in all material respects to the extent necessary to give the Lessor, such Group I Noteholder or the Trustee, as the case may be, true and accurate knowledge of the subject matter thereof, (ii) not contain any untrue statement of a material fact, and (iii) not omit to state a material fact necessary in order to make the statements contained therein (in light of the circumstances in which they were made) not misleading, and the furnishing of the same to the Lessor, such Group I Noteholder or the Trustee, as the case may be, shall constitute a representation and warranty by the Guarantor and the Lessee made on the date the same are furnished to the Lessor, such Group I Noteholder or the Trustee, as the case may be, to the effect specified in clauses (i), (ii) and (iii).

25.22. Solvency. Both before and after giving effect to the transactions contemplated by this Agreement and the other Applicable Related Documents with respect to each Group I Series of Notes, each of the Guarantor and the Lessee is solvent within the meaning of the Bankruptcy Code and each of the Guarantor and the Lessee is not the subject of any voluntary or involuntary case or proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy or insolvency law and no Event of Bankruptcy has occurred with respect to the Guarantor or the Lessee.

26. CERTAIN AFFIRMATIVE COVENANTS. Until the expiration or termination of this Agreement, and thereafter until the obligations of the Lessee and the Guarantor under this Agreement and the Applicable Related Documents with respect to each Group I Series of Notes are satisfied in full, the Lessee covenants and agrees as to itself, and the Guarantor covenants and agrees as to itself and as to the Lessee that, unless at any time the Lessor and the Trustee shall otherwise expressly consent in writing, it will (and, in the case of the Guarantor, will cause the Lessee to):

26.1. Corporate Existence; Foreign Qualification. Do and cause to be done at all times all things necessary to (i) maintain and preserve the corporate existence of the Guarantor and the Lessee (it being understood that, subject to Section 27.1, the Lessee shall remain a direct or indirect Wholly-Owned Subsidiary of the Guarantor); (ii) be, and ensure that the Lessee is, duly qualified to do business and in good standing as a foreign limited liability company in each jurisdiction where the nature of its business makes such qualification necessary and the failure to so qualify would have a Material Adverse Effect; and (iii) comply with all Contractual Obligations and Requirements of Law binding upon it and its Subsidiaries, except to the extent that the failure to comply therewith would not, in the aggregate, have a Material Adverse Effect.

26.2. Books, Records and Inspections. (i) Maintain, or cause to be maintained, complete and accurate books and records with respect to the Group I Trucks leased under this Agreement and (ii) permit any Person designated by the Lessor or the Trustee in writing to visit and/or inspect any of the properties, limited liability company books and financial records of the Guarantor and its Subsidiaries and to discuss its affairs, finances and accounts with officers of the Guarantor and its Subsidiaries, agents of the Guarantor and with the Guarantor's independent public accountants, all at such reasonable times and as often as the Lessor or the Trustee may reasonably request.

26.3. Insurance. Obtain and maintain with respect to all Group I Trucks that are subject to this Agreement (a) vehicle liability insurance to the full extent required by law and in any event not less than \$500,000 per Person and \$1,000,000 per occurrence, (b) property damage insurance with a limit of \$1,000,000 per occurrence, and (c) excess coverage public liability insurance with a limit of not less than \$50,000,000 or the limit maintained from time to time by the Lessee at any time hereafter, whichever is greater, with respect to all trucks and vans comprising the Lessee's truck rental fleet. The Lessor acknowledges and agrees that the Lessee may, to the extent permitted by applicable law, self-insure for the first \$1,000,000 per occurrence, or a greater amount up to a maximum of \$3,000,000, with the consent of the Requisite Investors, per occurrence, of vehicle liability and property damage which is otherwise required to be insured hereunder. All such policies shall be from financially sound and reputable insurers, shall name the Lessor and the Trustee as additional insured parties, in the case of catastrophic physical damage insurance on such Group I Trucks, shall name the Trustee as loss payee as its interest may appear and will provide that the Lessor and the Trustee shall receive at least ten days' prior written notice of cancellation of such policies. The Lessee will notify promptly the Lessor and the Trustee of any curtailment or cancellation of the Lessee's right to self-insure in any jurisdiction.

26.4. Reporting Requirements. Furnish, or cause to be furnished to the Lessor and the Trustee:

(i) Annual Report. As soon as available and in any event within 100 days after the end of each fiscal year thereafter, beginning with the fiscal year end of December 31, 2010, (A) the audited consolidated balance sheet of ABCR and its consolidated subsidiaries as at the end of, and the related consolidated statements of income, shareholders' equity and cash flows for such year, and the corresponding figures as at the end of, and for, the preceding fiscal year, accompanied by an opinion of Deloitte & Touche LLP or such other independent certified public accountants of recognized standing as shall be retained by ABCR, which report and opinion shall be prepared in accordance with generally accepted auditing standards relating to reporting (the "ABCR Financial Statements"), and (B) unaudited combined financial statements consisting of a statement of financial position of BTR and its subsidiaries as of the end of such fiscal year and a statement of operations, members' equity and cash flows of BTR and its subsidiaries for such fiscal year, certified by a senior financial officer of BTR as having been prepared in accordance with GAAP (except as otherwise noted therein).

(ii) Quarterly Statements. As soon as available and in any event within 55 days after the end of each of the first three quarters of each fiscal year, beginning with the end of the first quarter March 31, 2010, of the Guarantor, unaudited financial statements consisting of a combined statement of financial position of the Guarantor and its Subsidiaries as of the end of such quarter and a statement of operations, members' equity and cash flows of the Guarantor and its Subsidiaries for each such quarter, setting forth in comparative form the corresponding figures for the corresponding periods of the preceding fiscal year beginning with the quarterly statements for the first quarter ending March 31, 2011, all in reasonable detail and certified (subject to year-end adjustments) by a senior financial officer of the Guarantor as having been prepared in accordance with GAAP (except as otherwise noted therein);

(iii) Amortization Events and Lease Events of Default. As soon as possible but in any event within two Business Days after the occurrence of any Amortization Event in respect of a Group I Series of Notes, Potential Amortization Event in respect of a Group I Series of Notes, Lease Event of Default or Potential Lease Event of Default, a written statement of an Authorized Officer describing such event and the action that the Guarantor or the Lessee, as the case may be, proposes to take with respect thereto;

(iv) Reports. Promptly, from time to time, such information with respect to the Lessee, the Guarantor, CPF or the Group I Trucks leased hereunder as the Lessor may require to satisfy its reporting obligations pursuant to Section 4.1 of the Base Indenture; and

(v) Other. Promptly, from time to time, such other information, documents, or reports respecting the Group I Trucks leased hereunder or the condition or operations, financial or otherwise, of the Guarantor, the Lessee or the Administrator as the Lessor or the Trustee may from time to time reasonably request in order to protect the interests of the Lessor or the Trustee under or as contemplated by this Agreement or any other Applicable Related Document with respect to any Group I Series of Notes.

26.5. Payment of Taxes; Removal of Liens. Pay when due all taxes, assessments, fees and governmental charges of any kind whatsoever that may be at any time lawfully assessed or levied against or with respect to the Lessee, the Guarantor or their respective property and assets or any interest thereon. Notwithstanding the previous sentence, but subject in any case to the other requirements hereof and of the Applicable Related Documents with respect to each Group I Series of Notes, neither the Lessee nor the Guarantor shall be required to pay any tax, charge, assessment or imposition nor to comply with any law, ordinance, rule, order, regulation or requirement so long as the Lessee or the Guarantor shall contest, in good faith, the amount or validity thereof, in an appropriate manner or by appropriate proceedings. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of the Guarantor or the Lessee to settle any such contest).

26.6. Business. The Lessee will engage only in businesses in substantially the same or related fields as the businesses conducted on the date hereof and such other lines of business, which, in the aggregate, do not constitute a material part of the operations of the Lessee.

26.7. Maintenance of Separate Existence. Each of the Guarantor and the Lessee acknowledges its receipt of a copy of that certain opinion letter issued by White & Case LLP dated the Initial Group I Closing Date and addressing the issue of substantive consolidation as it may relate to the Guarantor, the Lessee and the Lessor. The Guarantor and the Lessee hereby agree to maintain in place all policies and procedures, and take and continue to take all action, described in the factual assumptions set forth in such opinion letter and relating to such Person.

26.8. Maintenance of the Group I Trucks. Maintain and cause to be maintained in good repair, working order and condition all of the Group I Trucks leased in accordance with its ordinary business practices with respect to all other vehicles owned or leased by it, except to the extent that any such failure to comply with such requirements does not, in the aggregate, materially adversely affect the interests of the Lessor under this Agreement or the interests of the Group I Secured Parties under the Base Indenture and each related Group I Series Supplement. From time to time the Guarantor and the Lessee will make or cause to be made all appropriate repairs, renewals and replacements with respect to the Group I Trucks. The Lessee shall maintain good, legal and marketable title to, or a valid leasehold interest in, all of its assets, free and clear of all Liens except Liens incurred pursuant to the Credit Agreement and except for Permitted Liens, and except to the extent sold or otherwise disposed of in accordance with this Agreement or any of the other Applicable Related Documents with respect to any Group I Series of Notes, and except to the extent no Material Adverse Effect could result.

26.9. Accounting Methods, Financial Records. Maintain, and cause each of its material Subsidiaries to maintain, a system of accounting and keep, and cause each of its material Subsidiaries to keep, such records and books of account (which shall be true and complete) as may be required or necessary to permit the preparation of financial statements in accordance with GAAP.

26.10. Disclosure to Auditors. Disclose, and cause each of its material Subsidiaries to disclose, to its independent certified public accountants in a timely manner all loss contingencies of a type requiring disclosure to auditors under accounting standards promulgated by the Financial Accounting Standards Board.

26.11. Disposal of Group I Trucks. Dispose of the Group I Trucks leased by the Lessee in accordance with Section 2.6(a) (unless the Lessee purchases such Group I Truck in accordance with the terms of Section 2.5).

26.12. Applicable Nominee Agreement. In the case of the Lessee only, if applicable, the Lessee shall acknowledge and consent to the terms of any Applicable Nominee Agreement.

27. CERTAIN NEGATIVE COVENANTS. Until the expiration or termination of this Agreement and thereafter until the obligations of the Lessee and the Guarantor under this Agreement and the Applicable Related Documents with respect to each Group I Series of Notes are satisfied in full, the Lessee covenants and agrees as to itself, and the Guarantor covenants and agrees as to itself and as to the Lessee that, unless at any time the Lessor and the Trustee shall otherwise expressly consent in writing, it will not (and, in the case of the Guarantor, will not permit the Lessee to):

27.1. Mergers, Consolidations. Merge or consolidate with any Person, except that, if after giving effect thereto, no Potential Lease Event of Default or Lease Event of Default would exist, this Section 27.1 shall not apply to (i) any merger or consolidation, provided that the Guarantor or the Lessee, as applicable, is the surviving corporation and if the Lessee is the surviving corporation, it is a direct or indirect Wholly-Owned Subsidiary of the Guarantor after such merger or consolidation and (ii) any merger or consolidation of the Lessee with or into another Subsidiary of the Guarantor, provided that the surviving entity executes an agreement of assumption to perform every obligation of the Lessee under this Agreement and such surviving entity is a direct or indirect Wholly-Owned Subsidiary of the Guarantor.

27.2. Other Agreements. Enter into any agreement containing any provision which would be violated or breached by the performance of its obligations hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.

27.3. Liens. Create or permit to exist any Lien with respect to any Group I Truck, except for Permitted Liens.

27.4. Use of Group I Trucks. Use or allow the Group I Trucks to be used (i) for any illegal purposes or (ii) in any manner that would subject the Group I Trucks to confiscation.

28. ADMINISTRATOR ACTING AS AGENT OF THE LESSOR. The parties to this Agreement acknowledge and agree that BTR shall act as Administrator and, in such capacity, as the agent for the Lessor, for purposes of performing certain duties of the Lessor under this Agreement and the Applicable Related Documents with respect to each Group I Series of Notes. As compensation for the Administrator's performance

of such duties, the Lessor shall pay to the Administrator on each Distribution Date (i) the Monthly Administration Fee payable pursuant to the Applicable Administration Agreement and (ii) the reasonable costs and expenses of the Administrator incurred by it as a result of arranging for the sale of Group I Trucks returned to the Lessor in accordance with Section 2.6(b) and sold to third parties, provided, however, that such costs and expenses shall only be payable to the Administrator to the extent of any excess of the sale price received by the Lessor for any such Group I Truck over the Termination Value thereof.

29. NO PETITION. Each of the Guarantor, the Lessee and the Administrator hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all of the Notes, it will not institute against, or join any other Person in instituting against the Lessor or CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. In the event that the Guarantor, the Lessee or the Administrator takes action in violation of this Section 29, the Lessor agrees, for the benefit of the Group I Secured Parties, that it shall file an answer with the bankruptcy court or otherwise properly contest the filing of such a petition by the Guarantor, the Lessee or the Administrator against the Lessor or CPF or the commencement of such action and raise the defense that the Guarantor, the Lessee or the Administrator has agreed in writing not to take such action and should be estopped and precluded therefrom and such other defenses, if any, as its counsel advises that it may assert. The provisions of this Section 29 shall survive the termination of this Agreement.

30. SUBMISSION TO JURISDICTION. The Lessor and the Trustee may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction, including, without limitation, any state or federal court located in the State of New York. For the purpose of any action or proceeding instituted with respect to any such claim, the Guarantor and the Lessee hereby irrevocably submits to the jurisdiction of such courts. The Guarantor and the Lessee further irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to the Guarantor or the Lessee, as the case may be, and agrees that such service, to the fullest extent permitted by law, (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall be taken and held to be valid personal service upon and personal delivery to it. Nothing herein contained shall affect the right of the Trustee and the Lessor to serve process in any other manner permitted by law or preclude the Lessor or the Trustee from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Guarantor and the Lessee hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court located in the State of New York and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

31. GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT FOR SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Guarantor and the Lessee and all rights of the Lessor or the Trustee expressed herein shall be in addition to and not in limitation of those provided by applicable law or in any other written instrument or agreement.

32. JURY TRIAL. EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER APPLICABLE RELATED DOCUMENT WITH RESPECT TO ANY GROUP I SERIES OF NOTES TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

33. NOTICES. All notices, requests and other communications to any party hereunder shall be in writing including facsimile transmission or similar writing and shall be given to such party, addressed to it, at its address or telephone number set forth on the signature pages below, or at such other address or telephone number as such party may hereafter specify for the purpose by notice to the other party. In each case, a copy of all notices, requests and other communications that are sent by any party hereunder shall be sent to the Trustee and a copy of all notices, requests and other communications that are sent by the Lessee or the Guarantor to each other that pertain to this Agreement shall be sent to the Lessor and the Trustee. Copies of notices, requests and other communications delivered to the Trustee and/or the Lessor pursuant to the foregoing sentence shall be sent to the following addresses:

TRUSTEE:

The Bank of New York Mellon Trust Company, N.A.  
2 N. LaSalle Street, Suite 1020  
Chicago, IL 60602  
Attention: Corporate Trust/Structured Finance  
Telephone: (312) 827-8570  
Fax: (312) 827-8562

LESSOR:

Centre Point Funding, LLC

6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-7312  
Fax: (973) 496-5852

with a copy to the Administrator:

Budget Truck Rental LLC  
6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-5285  
Fax: (973) 496-5852

Any notice (i) given in person shall be deemed delivered on the date of delivery of such notice, (ii) given by first class mail shall be deemed given three (3) days after the date that such notice is mailed, (iii) delivered by telex or telecopier shall be deemed given on the date of delivery of such notice, and (iv) delivered by overnight air courier shall be deemed delivered one Business Day after the date that such notice is delivered to such overnight courier. Copies of all notices must be sent by first class mail promptly after transmission by facsimile.

34. LIABILITY. The Lessee shall be held jointly and severally liable for all of the obligations of the Guarantor hereunder. The Guarantor shall be held jointly and severally liable for all the obligations of the Lessee hereunder.

35. HEADINGS. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

36. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

37. EFFECTIVE DATE. This Agreement shall become effective on the date hereof.

38. NO RECOURSE. The obligations of the Lessor under this Agreement are solely the corporate obligations of the Lessor. No recourse shall be had for the payment of any obligation or claim arising out of or based upon this Agreement against any shareholder, partner, employee, officer, director or incorporator of the Lessor.



39. **THIRD PARTY BENEFICIARY.** The parties hereto agree that the Trustee, in addition to the rights assigned to it pursuant to Section 23 hereof, shall be deemed an intended third party beneficiary to this Agreement and the transactions contemplated hereby and shall have the right to enforce, among the other provisions hereof, the provisions of Section 16 hereof. The parties hereto further agree that the Noteholders of each Group I Series of Notes shall be deemed intended third party beneficiaries to this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

LESSOR:

CENTRE POINT FUNDING, LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

Address:

6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-7312  
Fax: (973) 496-5852

LESSEE:

BUDGET TRUCK RENTAL LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

Address:

6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-5285  
Fax: (973) 496-5852

ADMINISTRATOR:

BUDGET TRUCK RENTAL LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

Address:

6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-5285  
Fax: (973) 496-5852

GUARANTOR:

AVIS BUDGET CAR RENTAL, LLC

By: /s/ Rochelle Tarlowe

Name: Rochelle Tarlowe  
Title: Vice President and Treasurer

:

Address:

6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-7312  
Fax: (973) 496-5852

COUNTERPART NO. \_\_\_\_ OF TEN (10) SERIALY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

## Definitions List

“ABCR” has the meaning set forth in the preamble.

“ABCR Financial Statements” has the meaning set forth in Section 26.4(i).

“Administrator” has the meaning set forth in the preamble.

“Agreement” has the meaning set forth in the preamble.

“Base Indenture” has the meaning set forth in Section 1.

“BTR” has the meaning set forth in the preamble.

“Carrying Cost Interest Rate” means the Carrying Cost Interest Rate (as defined in the Base Indenture) with respect to the Group I Series of Notes.

“CPF” has the meaning set forth in the preamble.

“CPF Lease Commencement Date” has the meaning set forth in Section 3.2.

“CPF Lease Expiration Date” has the meaning set forth in Section 3.2.

“Credit Agreement” means the Credit Agreement, dated April 19, 2006, among Avis Budget Holdings, LLC, as borrower, ABCR, the subsidiary borrowers referred to therein, the several lenders referred to therein, JPMorgan Chase Bank, N.A. as administrative agent, Deutsche Bank Securities Inc. as syndication agent, each of Bank of America, N.A., Calyon New York Branch and Citicorp USA, Inc., as documentation agents, and Wachovia Bank, National Association, as co-documentation agent, as amended by the First Amendment thereto, dated as of December 23, 2008.

“Group I Collateral” means the Group Specific Collateral (as defined in the Base Indenture) with respect to the Group I Series of Notes.

“Group I Noteholder” means the Person in whose name a Group I Note is registered in the Note Register.

“Group I Secured Parties” means the Group Secured Parties (as defined in the Base Indenture) with respect to the Group I Series of Notes.

“Group I Series of Notes” means each Series of Notes designated by the applicable Series Supplement (as defined in the Base Indenture) as a “Group I Series of Notes” sharing in the Group I Collateral.

“Group I Series Supplement” means a Series Supplement (as defined in the Base Indenture) with respect to a Group I Series of Notes.

“Group I Trucks” has the meaning set forth in the recitals.

“Guaranteed Obligations” has the meaning set forth in Section 22.1.

“Guarantor” has the meaning set forth in the preamble.

“Guaranty” has the meaning set forth in Section 22.1.

“Indemnified Persons” has the meaning set forth in Section 16.1.

“Indenture” has the meaning set forth in Section 1.

“Initial Acquisition Cost” has the meaning set forth in Section 2.3.

“Initial Group I Closing Date” means the Series Closing Date for the Rental Truck Asset Backed Notes, Series 2006-1.

“Lease Event of Default” has the meaning set forth in Section 18.1.

“Lessee” has the meaning set forth in the preamble.

“Lessee Agreements” has the meaning set forth in Section 2(b)(i).

“Lessor” has the meaning set forth in the preamble.

“License Agent” has the meaning set forth in Section 18.7.

“Liquidation Event of Default” means a Liquidation Event of Default (as defined in the Base Indenture) with respect to the Group I Series of Notes.

“Limited Liquidation Event of Default” means a Limited Liquidation Event of Default (as defined in the Base Indenture) with respect to any Group I Series of Notes.

“Monthly Base Rent” means Monthly Base Rent (as defined in the Base Indenture) with respect to the Group I Series of Notes.

“OTC” has the meaning set forth in Section 18.7.

“Permitted Sublessee” means a Permitted Sublessee (as defined in the Base Indenture) under this Agreement.

“Potential Lease Event of Default” means any occurrence or event which, with the giving of notice, the passage of time or both, would constitute a Lease Event of Default.

“Power of Attorney” has the meaning set forth in Section 10.

“Sublease” means a Sublease (as defined in the Base Indenture) with respect to this Agreement.

“Supplemental Documents” has the meaning set forth in Section 2.1.

“Supplemental Rent” means Supplemental Rent (as defined in the Base Indenture) with respect to this Agreement and the Group I Series of Notes.

“Term” has the meaning set forth in Section 3.2.

“Truck Funding Date” has the meaning set forth in Section 3.1.

“Truck Special Damage Payments” has the meaning set forth in Section 13.2.

“Truck Turn-In Condition Standard” has the meaning set forth in Section 13.1.

“Vehicle Acquisition Schedule” has the meaning set forth in Section 2.1.

“Vehicle Lease Commencement Date” has the meaning set forth in Section 3.1.

“Vehicle Lease Expiration Date” has the meaning set forth in Section 3.1.

“Vehicle Purchase Price” has the meaning set forth in Section 2.5.

“Vehicle Term” has the meaning set forth in Section 3.1.

Litigation

[ATTACHED]

Jurisdiction of Organization and Prior Business Locations

[ATTACHED]



Information Relating to Group I Trucks

[ATTACHED]

Information Related to Additional Group I Trucks

<u>VIN</u>	<u>MODEL</u>	<u>MODEL YEAR</u>	<u>MANUFACTURER</u>	<u>ORIGINAL CAPITALIZED COST</u>	<u>INITIAL PURCHASE NBV</u>	<u>CLASS</u>
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FORM OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that CENTRE POINT FUNDING, LLC ("CPF") does hereby make, constitute and appoint Budget Truck Rental LLC ("BTR") its true and lawful Attorney-in-Fact for it and in its name, place and stead, (i) to execute any and all documents pertaining to the titling of motor vehicles in the name of Centre Point Funding, LLC, (ii) the noting of the lien of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee") or a nominee lienholder on behalf of the Trustee for the benefit of the Secured Parties (the "Nominee Lienholder"), as applicable, as the first lienholder on certificates of title, (iii) the licensing and registration of motor vehicles, (iv) designating the address of BTR as the mailing address of the Trustee for all documentation relating to the title and registration of such motor vehicles, (v) applying for duplicate certificates of title indicating the lien of the Trustee or Nominee Lienholder where original certificates of title have been lost or destroyed and (vi) upon the sale of any such motor vehicle pursuant to the Amended and Restated Master Motor Vehicle Operating Lease Agreement (Group I), dated as of March 9, 2010, among CPF, BTR, and Avis Budget Car Rental, LLC, in accordance with the terms and conditions thereof, releasing the lien of the Trustee or the Nominee Lienholder on such motor vehicle by executing any documents required in connection therewith. This power is limited to the foregoing and specifically does not authorize the creation of any liens or encumbrances on any of said motor vehicles.

The powers and authority granted hereunder shall be effective as of the 9th day of March, 2010, and unless sooner terminated, revoked or extended, cease five years from such date.

IN WITNESS WHEREOF, CENTRE POINT FUNDING, LLC has caused this instrument to be executed on its behalf by its duly authorized officer this 9th day of March, 2010.

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Subscribed and sworn before me, a notary public, in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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FORM OF AMENDED AND RESTATED MASTER MOTOR VEHICLE OPERATING  
SUBLEASE AGREEMENT (GROUP I)

dated as of March 9, 2010

between

[•],  
the Sublessee,

and

BUDGET TRUCK RENTAL LLC,  
the Sublessor

AS SET FORTH IN SECTION 18 HEREOF, SUBLESSOR HAS ASSIGNED TO CPF (AS DEFINED HEREIN) AND CPF HAS ASSIGNED TO THE TRUSTEE (AS DEFINED HEREIN) CERTAIN OF ITS RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE. TO THE EXTENT, IF ANY, THAT THIS LEASE CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION) NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE TRUSTEE ON THE SIGNATURE PAGE THEREOF.

[THIS IS NOT COUNTERPART NO. 1]

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**FORM OF AMENDED AND RESTATED MASTER MOTOR VEHICLE OPERATING  
SUBLEASE AGREEMENT (GROUP I)**

This Sublease Agreement (this "Agreement"), dated as of March 9, 2010, is made between [•] (the "Sublessee") and BUDGET TRUCK RENTAL LLC ("BTR" or the "Sublessor").

W I T N E S S E T H :

WHEREAS, Centre Point Funding, LLC ("CPF"), the Sublessor and Avis Budget Car Rental, LLC (the "Guarantor") are parties to an Amended and Restated Master Motor Vehicle Operating Lease Agreement (Group I), dated as of March 9, 2010 (as amended, modified or supplemented from time to time in accordance with its terms, the "Group I CPF Lease"), pursuant to which CPF leases certain Group I CPF Trucks specified in the Group I CPF Lease to the Sublessor; and

WHEREAS, the Sublessor wishes to sublease from time to time certain Group I CPF Trucks leased by the Sublessor pursuant to the Group I CPF Lease to the Sublessee, and the Sublessee desires to sublease from time to time from the Sublessor such Group I CPF Trucks for use in its daily rental business;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that:

40. DEFINITIONS. Unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Definitions List attached as Appendix 1 to the Group I CPF Lease. If a capitalized term is not defined in Appendix 1, such capitalized terms shall have the meaning ascribed to such term in the Definitions List attached as Annex I to the Amended and Restated Base Indenture, dated as of March 9, 2010 (as amended, modified or supplemented from time to time in accordance with its terms, exclusive of Supplements creating a new Series of Notes, the "Base Indenture"), between CPF, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee, as such Definitions List may from time to time be amended in accordance with the terms of the Base Indenture. The Base Indenture and each related Group I Series Supplement are referred to herein as the "Indenture".

41. SUBLEASE OF VEHICLES. From time to time during the Term of the Group I CPF Lease, the Sublessor shall designate Group I CPF Trucks leased by it from CPF under the Group I CPF Lease to be subleased to the Sublessee in accordance with the terms of this Agreement for a period of one or more days during the Vehicle Term for such Group I CPF Trucks as specified by the Sublessor, and the Sublessee agrees to sublease from the Sublessor the Group I CPF Trucks so designated by the Sublessor from time to time for the periods so specified by the Sublessor.

42. RENT. The Sublessee agrees to pay to the Sublessor, on or prior to each Distribution Date, as sublease rent an amount equal to the aggregate amount for all Group I CPF Trucks subleased by it hereunder during the Related Month of the product of (x) the sum of (i) all Monthly Base Rent that has accrued during such Related Month with respect to each such Group I CPF Truck under the Group I CPF Lease and (ii) the portion of all Supplemental Rent due and payable by the Sublessor on such Distribution Date that the Sublessor determines to be allocated to each such Group I CPF Truck and (y) the percentage equivalent of a fraction, the numerator of which is the total number of days during such Related Month that each such Group I CPF Truck was subleased to the Sublessee pursuant to this Sublease and the denominator of which is the total number of days during such Related Month. The Sublessor and the Sublessee may from time to time agree to any other method of calculating the sublease rent hereunder that is mutually acceptable to them; provided, however, that in all events the Sublessor shall remain liable for the full amount of Monthly Base Rent and Supplemental Rent due under the Group I CPF Lease with respect to the Group I CPF Trucks subleased by the Sublessee hereunder.

43. GRANT OF SECURITY INTEREST. If, notwithstanding the intent of the parties to this Agreement and the intent of the parties to the Group I CPF Lease, this Agreement and the Group I CPF Lease are characterized by any third party as financing arrangements or as otherwise not constituting "true leases," then it is the intention of the parties that this Agreement shall constitute a security agreement under applicable law, and, to secure all of its obligations under this Agreement, the Sublessee hereby grants to the Sublessor a security interest in all of the Sublessee's right, title and interest, if any, in and to all of the following assets, property and interests in property, whether now owned or hereafter acquired or created:

(i) the rights of the Sublessee under this Agreement, as this Agreement may be amended, modified or supplemented from time to time in accordance with its terms, and any other agreements related to or in connection with this Agreement to which the Sublessee is a party (the "Sublessee Agreements"), including, without limitation, (a) all rights, remedies, powers, privileges and claims of the Sublessee against any other party under or with respect to the Sublessee Agreements (whether arising pursuant to the terms of such Sublessee Agreements or otherwise available to the Sublessee at law or in equity), including the right to enforce any of the Sublessee Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Sublessee Agreements or the obligations and liabilities of any party thereunder, (b) all liens and property from time to time purporting to secure payment of the obligations and liabilities of the Sublessee arising under or in connection with the Sublessee Agreements, and any documents or agreements describing any collateral securing such obligations or liabilities and (c) all guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such obligations and liabilities of the Sublessee pursuant to the Sublessee Agreements;

(ii) all Group I CPF Trucks subleased by the Sublessee from the Sublessor under this Agreement which, notwithstanding that this Agreement and the Group I CPF Lease are intended to convey only leasehold interests, are determined to be owned by the Sublessee, and all Certificates of Title with respect to such Group I CPF Trucks;

(iii) all right, title and interest of the Sublessee in and to any proceeds from the sale of Group I CPF Trucks subleased by the Sublessee hereunder which, notwithstanding that this Agreement and the Group I CPF Lease are intended to convey only leasehold interests, are determined to be owned by the Sublessee, including all monies due in respect of such Group I CPF Trucks, whether payable as the purchase price of such Group I CPF Trucks, as auction sales proceeds, or as fees, expenses, costs, indemnities, insurance recoveries, or otherwise;

(iv) all payments under insurance policies (whether or not the Sublessor, CPF or the Trustee is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any of the Group I CPF Trucks subleased by the Sublessee hereunder;

(v) all additional property that may from time to time hereafter be subjected to the grant and pledge under this Agreement, as the same may be modified or supplemented from time to time, by the Sublessee or by anyone on its behalf; and

(vi) all Proceeds of any and all of the foregoing including, without limitation, payments under insurance (whether or not the Sublessor or CPF is named as the loss payee thereof) and cash (subsections (i) through (vi) collectively referred to as, the "Collateral").

44. CERTAIN REPRESENTATIONS AND WARRANTIES. The Sublessee represents and warrants to the Sublessor that, as of the date hereof:

(a) the Sublessee is (i) a [corporation/limited liability company] duly [organized/formed], validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) has the [corporate/limited liability company] power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted, and (iii) is duly qualified, in good standing and authorized to do business in each jurisdiction in which the character of its properties or the nature of its businesses requires such qualification or authorization;

(b) the Sublessee has the [corporate/limited liability company] power, and has taken all necessary [corporate/limited liability company] action to authorize it, to execute, deliver and perform this Agreement in accordance with its terms, and to consummate the transactions contemplated hereby; and this Agreement has been duly executed and delivered by the Sublessee and is a legal, valid and binding obligation of the Sublessee enforceable in accordance with its terms;

(c) all of the issued equity interests of the Sublessee are owned directly or indirectly by the Guarantor, free and clear of all liens, encumbrances, equities or claims;

(d) no consent, action by or in respect of, approval or other authorization of, or registration, declaration or filing with, any Governmental Authority or other Person is required for the valid execution and delivery by the Sublessee of this Agreement or for the performance of any of the Sublessee's obligations hereunder other than such



consents, approvals, authorizations, registrations, declarations or filings as would not have in the aggregate a Material Adverse Effect;

(e) the Sublessee is not (i) in violation of its certificate of [incorporation/ formation] or [by-laws/limited liability company agreement]; (ii) in violation of any Requirement of Law with respect to it or (iii) in violation of any Contractual Obligation with respect to it, except in the case of this clause (iii) as would not have in the aggregate a Material Adverse Effect; and

(f) the regular course of the Sublessee's business is renting vehicles in its daily domestic vehicle rental business.

45. CERTAIN AFFIRMATIVE COVENANTS. (a) Until the expiration or termination of this Agreement, and thereafter until the obligations of the Sublessee under this Agreement are satisfied in full, the Sublessee covenants and agrees that:

(i) it will use the Group I CPF Trucks which are subject to this Agreement in its daily domestic vehicle rental business;

(ii) it will take all actions within its power, and use its best efforts, to permit the Sublessor to perform all of the Sublessor's obligations under, and comply with all of the terms and conditions of, the Group I CPF Lease and, if applicable, it shall comply with the terms and conditions of the Group I CPF Lease;

(iii) it will permit any Person designated in writing by CPF, the Trustee or the Sublessor to visit and inspect any of the properties, corporate books or financial records of the Sublessee and discuss its affairs, finances and accounts with officers and employees of the Sublessee, all at such reasonable times and as often as CPF, the Trustee or the Sublessor may reasonably request; and

(iv) it will do and cause to be done at all times all things necessary, including without limitation filing UCC financing statements and continuation statements, to maintain and preserve the Sublessor's first-priority perfected security interest in the Collateral.

(b) Until the expiration or termination of this Agreement, and thereafter until all obligations of the Sublessor under this Agreement and under the Group I CPF Lease are satisfied in full, the Sublessor covenants and agrees that it will perform all obligations required to be performed by it under the Group I CPF Lease with respect to each Group I CPF Truck subleased to the Sublessee pursuant to this Agreement.

46. NO BREACH OF GROUP I CPF LEASE. The Sublessee agrees and covenants that it will not take any action, or fail to take any action, in each case that would cause the Sublessor to be in violation or breach of any term of the Group I CPF Lease, including, but not limited to, creating or permitting to exist any Lien with respect to any Group I CPF Truck subleased hereunder, except for Permitted Liens.

47. NON-LIABILITY OF SUBLESSOR. The Sublessor shall not be liable to the Sublessee for any failure or delay in obtaining Group I CPF Trucks or making delivery thereof. AS BETWEEN THE SUBLESSOR AND THE SUBLESSEE, ACCEPTANCE FOR SUBLEASE OF THE GROUP I CPF TRUCKS SUBLEASED BY THE SUBLESSEE SHALL CONSTITUTE THE SUBLESSEE'S ACKNOWLEDGMENT AND AGREEMENT THAT THE SUBLESSEE HAS FULLY INSPECTED SUCH GROUP I CPF TRUCKS, THAT SUCH GROUP I CPF TRUCKS ARE IN GOOD ORDER AND CONDITION AND ARE OF THE MANUFACTURE, DESIGN, SPECIFICATIONS AND CAPACITY SELECTED BY THE SUBLESSEE, THAT THE SUBLESSEE IS SATISFIED THAT THE SAME ARE SUITABLE FOR THIS USE AND THAT THE SUBLESSOR IS A MANUFACTURER OR ENGAGED IN THE SALE OR DISTRIBUTION OF VEHICLES, AND HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF SUCH GROUP I CPF TRUCK IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF THE SUBLESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. THE SUBLESSOR SHALL NOT BE LIABLE TO THE SUBLESSEE FOR ANY FAILURE OR DELAY IN DELIVERING ANY GROUP I CPF TRUCK DESIGNATED FOR SUBLEASE PURSUANT TO THIS AGREEMENT, OR FOR ANY FAILURE TO PERFORM ANY PROVISION HEREOF, RESULTING FROM FIRE OR OTHER CASUALTY, NATURAL DISASTER, RIOT, STRIKE OR OTHER LABOR DIFFICULTY, GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY CAUSE BEYOND THEIR DIRECT CONTROL. IN NO EVENT SHALL THE SUBLESSOR BE LIABLE TO THE SUBLESSEE FOR ANY INCONVENIENCES, LOSS OF PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING FROM ANY DEFECT IN OR ANY THEFT, DAMAGE, LOSS OR FAILURE OF ANY GROUP I CPF TRUCK, AND THERE SHALL BE NO ABATEMENT OF SUBLEASE RENT, MONTHLY BASE RENT, SUPPLEMENTAL RENT OR OTHER AMOUNTS PAYABLE HEREUNDER BECAUSE OF THE SAME.

48. NO SUBLESSOR WARRANTIES. THE SUBLESSEE ACKNOWLEDGES THAT THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS ARE NOT THE MANUFACTURER, THE AGENT OF THE MANUFACTURER, OR THE DISTRIBUTOR OF THE GROUP I CPF TRUCKS SUBLEASED BY SUCH SUBLESSEE HEREUNDER. THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, SAFENESS, DESIGN, MERCHANTABILITY, CONDITION, QUALITY, CAPACITY OR WORKMANSHIP OF THE GROUP I CPF TRUCKS NOR ANY WARRANTY THAT THE GROUP I CPF TRUCKS WILL SATISFY THE REQUIREMENTS OF ANY LAW OR ANY CONTRACT SPECIFICATION, AND AS BETWEEN THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS ON THE ONE HAND AND THE SUBLESSEE ON THE OTHER, THE SUBLESSEE AGREES TO BEAR ALL SUCH RISKS AT ITS SOLE COST AND EXPENSE. THE SUBLESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS AGAINST THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS AND ANY GROUP I CPF TRUCK FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER AND, AS TO THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS, THE SUBLESSEE SUBLEASES THE GROUP I CPF TRUCKS

“AS IS.” IN NO EVENT SHALL THE SUBLESSOR, CPF, THE TRUSTEE OR ANY NOTEHOLDER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHATSOEVER OR HOWSOEVER CAUSED.

49. NO PETITION. The Sublessee hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all of the Notes, it will not institute against, or join any other Person in instituting against, CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. In the event that the Sublessee takes action in violation of this Section 10, the Sublessor agrees, for the benefit of the Secured Parties, that it shall file an answer with the bankruptcy court or otherwise properly contest the filing of such a petition by the Sublessee against CPF or the commencement of such action and raise the defense that the Sublessee has agreed in writing not to take such action and should be estopped and precluded therefrom and such other defenses, if any, as its counsel advises that it may assert. The provisions of this Section 10 shall survive the termination of this Agreement.

50. SUBMISSION TO JURISDICTION. Each of CPF, the Trustee and the Sublessor may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction, including, without limitation, any state or federal court located in the State of New York. For the purpose of any action or proceeding instituted with respect to any such claim, the Sublessee hereby irrevocably submits to the jurisdiction of such courts. The Sublessee further irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to the Sublessee and agrees that such service, to the fullest extent permitted by law, (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall be taken and held to be valid personal service upon and personal delivery to it. Nothing herein contained shall affect the right of each of CPF, the Trustee and the Sublessor to serve process in any other manner permitted by law or preclude each of CPF, the Trustee and the Sublessor from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Sublessee hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court located in the State of New York and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

51. GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Sublessee and all rights of the Sublessor expressed herein shall be in addition to and not in limitation of those provided by applicable law or in any other written instrument or agreement.

52. JURY TRIAL. EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE

OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

53. NOTICES. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission or similar writing) and shall be given to such party, addressed to it, at its address or telephone number set forth below, or at such other address or telephone number as such party may hereafter specify for the purpose by notice to the other party. Copies of notices, requests and other communications delivered pursuant to the foregoing sentence shall be sent to the following addresses:

SUBLEESSEE:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
Telephone: [\_\_\_\_\_]
Fax: [\_\_\_\_\_]

SUBLESSOR:

Budget Truck Rental LLC
6 Sylvan Way
Parsippany, New Jersey 07054
Attention: Treasurer
Telephone: (973) 496-5285
Fax: (973) 496-5852

Each such notice, request or communication shall be effective when received at the address specified below. Copies of all notices must be sent by first class mail promptly after transmission by facsimile.

54. AMENDMENTS. The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever unless the same shall be in writing and signed and delivered by the Sublessor and the Sublessee and consented to in writing by the Trustee and the Required Noteholders of each Group I Series of Notes Outstanding; provided, however, that if CPF delivers an Officer's Certificate to the Trustee that the Noteholders will not be materially adversely affected by any amendment, modification or waiver to this Agreement, no consent of any Noteholder or any Group of Noteholders shall be required, so long as CPF has satisfied the Rating Agency Condition with respect to such amendment, modification or waiver.

55. TERMINATION. This Agreement shall (i) terminate with respect to any Group I CPF Truck subleased hereunder on the Vehicle Lease Expiration Date with respect to such Group I CPF Truck under the Group I CPF Lease and (ii) terminate in its entirety upon the earlier of (a) the Group I CPF Lease Expiration Date and (b) the date on which the Group I CPF

Lease is terminated pursuant to Section 18.2 thereof. This Agreement shall also terminate at the option of the Lessor or the Trustee upon a Lease Event of Default, Limited Liquidation Event of Default or a Liquidation Event of Default. Upon the termination of this Agreement in its entirety, any accrued and unpaid Monthly Base Rent and Supplemental Rent, and all other payments accrued but unpaid under this Agreement shall, automatically and without further action by the Sublessor, become immediately due and payable. Upon the termination of this Agreement as it applies to any particular Group I CPF Truck subleased hereunder, the Sublessee shall, at the request of the Sublessor, return or cause to be returned such Group I CPF Truck to the Sublessor or to such other Person as the Sublessor directs.

56. TITLE TO VEHICLES. The Sublessee, by its execution hereof, acknowledges and agrees that (i) this is an agreement to sublease only and title to Group I CPF Trucks will at all times remain in CPF's name or in the name of CPF's Nominee Lienholder, and (ii) the Sublessee will not have any rights or interest in Group I CPF Trucks whatsoever other than the right of possession and use as provided by this Agreement.

57. RIGHTS OF SUBLESSOR PLEDGED TO LESSEE AND TRUSTEE. The Sublessee acknowledges that (i) pursuant to the Group I CPF Lease, the Sublessor has granted to CPF all of the rights, remedies, powers, privileges and claims of the Sublessor under this Agreement and that CPF may act in lieu of the Sublessor in the exercise of such rights, remedies, powers, privileges and claims and (ii) pursuant to the Base Indenture, CPF has granted to the Trustee all of CPF's rights, remedies, powers, privileges and claims under the Group I CPF Lease and this Agreement and that, under certain circumstances set forth in the Base Indenture, the Trustee may act in lieu of CPF in the exercise of such rights, remedies, powers, privileges and claims.

58. SUBORDINATION; ENFORCEMENT. (a) This Agreement and the rights of the Sublessee hereunder shall be expressly subject to, and subordinate in all respects to, the terms of, and the rights of CPF under, the Group I CPF Lease. In the event of any conflict between the terms of the Group I CPF Lease and the terms hereof, the terms of the Group I CPF Lease shall govern.

(b) The Sublessee expressly acknowledges the provisions of Section 18 of the Group I CPF Lease and agrees that the Lessor, or its assignee, may enforce any of the provisions of such Section 18 against such Sublessee hereunder.

59. HEADINGS. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

60. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

61. EFFECTIVE DATE. This Agreement shall become effective on the date hereof when each of the parties to this Agreement have executed the signature pages attached hereto.

62. ASSIGNMENT. The Sublessee shall not (i) assign any of its interests under this Agreement to any other party or (ii) sublease any of the Group I CPF Trucks it subleases hereunder to any other party; provided that it may rent such Group I CPF Trucks to customers as a part of its daily rental business.

63. THIRD-PARTY BENEFICIARY. The parties hereto agree that each of CPF and the Trustee is an express third-party beneficiary to this Agreement with respect to each and every right granted to CPF or the Trustee, as applicable, hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

SUBLESSOR:

BUDGET TRUCK RENTAL LLC

By: \_\_\_\_\_  
Name: [\_\_\_\_\_]

SUBLESSEE:

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: [\_\_\_\_\_]

Termination Value Curve Schedule

[ATTACHED]



AMENDMENT NO. 1 TO AMENDED AND RESTATED MASTER MOTOR VEHICLE  
OPERATING LEASE AGREEMENT  
(GROUP I)

dated as of December 3, 2010

between

CENTRE POINT FUNDING, LLC,  
as Lessor,

BUDGET TRUCK RENTAL, LLC,  
as Administrator  
as Lessee

and

AVIS BUDGET CAR RENTAL, LLC,  
as Guarantor

**AMENDMENT NO. 1  
TO AMENDED AND RESTATED MASTER MOTOR VEHICLE OPERATING  
LEASE AGREEMENT (GROUP I)**

This **AMENDMENT NO. 1 TO AMENDED AND RESTATED MASTER MOTOR VEHICLE OPERATING LEASE AGREEMENT (GROUP I)**, dated December 3, 2010 (this "Amendment") is between CENTRE POINT FUNDING, LLC ("CPF") (f/k/a Budget Truck Funding, LLC), a Delaware limited liability company (the "Lessor"), BUDGET TRUCK RENTAL LLC, a Delaware limited liability company ("BTR"), as lessee (the "Lessee") and as administrator (the "Administrator"), and AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company ("ABCR"), as guarantor (the "Guarantor"). This Amendment amends that certain Amended and Restated Master Motor Vehicle Operating Lease Agreement, dated as of March 9, 2010 (the "Existing Lease"), by and among CPF, BTR and ABCR.

**RECITALS:**

**WHEREAS**, the parties hereto wish to amend the Existing Lease as provided herein;

**WHEREAS**, pursuant to Section 24 of the Lease, the Existing Lease may be modified or amended in accordance the requirements of such Section, and pursuant thereto the Trustee and the Required Noteholders, as required, have consented in writing to the amendments effected by this Amendment;

**WHEREAS**, pursuant to the Series 2006-1 Supplement (as defined below), the Eligible Truck Appendix may be amended in accordance with Section 12.1 of the Base Indenture (as defined below) and Section 12.11 of the Series 2006-1 Supplement;

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

**ARTICLE I**

**Definitions**

**Section 1.1. Terms Defined in Existing Lease, Series Supplement or Base Indenture**. Unless otherwise specified herein, capitalized terms used herein (including the preamble and recitals hereto) shall have the meanings ascribed to such terms in the Existing Lease, the Series 2006-1 Supplement or the Definitions List attached as Annex 1 to the Amended and Restated Base Indenture, dated as of March 9, 2010 (the "Base Indenture"), between the Lessor, as issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee, as such Definitions List may from time to time be amended in accordance with the Base Indenture.

**ARTICLE II.**

**Amendments**

Section 2.1. Amendments to Article 2: General Agreement.

(a) Lease of Group I Trucks. Section 2.1 is hereby amended (i) by adding the words “or contributed to Lessor by BRAC to be leased to the Lessee” after the words “each additional Group I Truck purchased by the Lessee as agent for the Lessor” contained in clause (ii) of such section and (ii) by adding the text “; provided, however, that the Lessor shall be permitted to lease to the Lessee Group I Trucks that do not satisfy clauses (ii) and (iii) of the definition of Eligible Trucks, so long as the Titling Procedures and the Titling Certification Requirements for such Group I Trucks have been satisfied” at the end of the penultimate sentence thereof.

(b) Right of Lessee to Act as Lessor’s Agent. Section 2.2(b) is hereby amended (i) by adding the words “or contribution thereof to the Lessor” after the words “upon the acquisition thereof” contained in clause (b) of such section and (ii) by adding the words “or contribution thereof” after the words “after such acquisition” contained in the parenthetical in clause (b) of such section.

(c) Payment of Purchase Price by Lessor. Section 2.3 is hereby amended by adding the words “(other than, for the avoidance of doubt, any Group I Truck that has been contributed to the Lessor by BRAC)” after the words “any new Group I Truck” in the first clause of such section.

(d) Eligible Trucks. Section 2.7.5 is hereby amended by adding the text “; provided, however, that, solely for purposes of Section 2.1 and this Section 2.7.5, clauses (ii) and (iii) of the definition of “Eligible Truck” in the Indenture shall be deemed satisfied with respect to such truck if the Titling Procedures and Titling Certification Requirements for such truck have been satisfied” at the end thereof.

Section 2.2. Amendments to Article 3: Term. Section 3.1 is hereby amended (i) by adding the words “the date such Group I Truck is contributed to the Lessor or” after the phrase “(a) the date referenced in the Vehicle Acquisition Schedule with respect to such Group I Truck, and (b)” and (ii) by (x) deleting the text “42 months” and inserting the text “72 months” in lieu thereof and (y) deleting the text “54 months” and inserting the text “96 months” in lieu thereof.

Section 2.3. Amendments to Article 18: Default and Remedies Therefor. Section 18.7 is hereby amended by (x) inserting the text “(other than any Group I Truck that is an Eligible Truck solely by reason of the proviso to the definition of Eligible Trucks)” after the phrase “included in the Borrowing Base” in the first sentence thereof, (y) inserting the text “(or, the Lessee or the Guarantor obtains actual knowledge that the Titling Procedures have not been properly satisfied with respect to any Group I Truck included in the Borrowing Base)” after the phrase “Certificate of Title for such Group I Truck” in the first sentence thereof, and (z) inserting the text “(or any such Group I Truck with respect to which the Titling Procedures have not been properly satisfied)” at the end of the second sentence thereof.

Section 2.4 Amendments to Attachment A: Information Relating to Group I Trucks. Attachment A of the Existing Lease is hereby amended by deleting Attachment A attached thereto on the date hereof and substituting in replacement thereof Attachment A as set forth in Exhibit A to this Amendment.

Section 2.5 Amendments to Attachment E: Termination Value Curve Schedule. Attachment E of the Existing Lease is hereby amended by deleting Attachment E attached thereto on the date hereof and substituting in replacement thereof Attachment E as set forth in Exhibit B to this Amendment.

### ARTICLE III.

#### Miscellaneous

**Section 3.1. Effect of Amendment.** Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any of the parties hereto under the Lease, nor alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Lease, all of which are hereby ratified and affirmed in all respects by each of the parties hereto and shall continue in full force and effect.

**Section 3.2. Condition to Effectiveness.** This Amendment shall become effective as of the date hereof only upon receipt by the Administrative Agent under the Second Amended and Restated Series 2006-1 Supplement to the Base Indenture, dated as of the date hereof (the "Series 2006-1 Supplement") of the letter from Moody's described in Section 7.2(f) of the Series 2006-1 Supplement.

**Section 3.3. Waiver of Notice.** Each of the parties hereto waives any prior notice and any notice period that may be required by any other agreement or document in connection with the execution of this Amendment.

**Section 3.4. Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 3.5. Governing Law.** THIS AMENDMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT FOR SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment. All obligations of the Guarantor and the Lessee and all rights of the Lessor or the Trustee expressed herein shall be in addition to and not in limitation of those provided by applicable law or in any other written instrument or agreement.

**Section 3.6. Jury Trial.** EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO

ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

**Section 3.7. Headings.** Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

**Section 3.8. Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Amendment.

**Section 3.9. No Recourse.** The obligations of the Lessor under this Agreement are solely the corporate obligations of the Lessor. No recourse shall be had for the payment of any obligation or claim arising out of or based upon this Agreement against any shareholder, partner, employee, officer, director or incorporator of the Lessor.

**Section 3.10 Trustee Direction.** By their respective signatures to their respective acknowledgment and consent hereto, Riverside Funding LLC and Atlantic Asset Securitization LLC hereby authorize, instruct and direct the Trustee to irrevocably and unconditionally consent to the execution and delivery, and performance by each of the parties hereto, of this Amendment.

**Section 3.11 Certification.** The Administrative Agent, by its signature to its acknowledgment and consent hereto, hereby certifies and confirms that Riverside Funding LLC and Atlantic Asset Securitization LLC collectively represent 100% of the Series 2006-1 Noteholders.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

LESSOR:

CENTRE POINT FUNDING, LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

Address:

6 Sylvan Way

Parsippany, NJ 07054

Attention: Treasurer

Telephone: (973) 496-7312

Fax: (973) 496-5852

LESSEE:

BUDGET TRUCK RENTAL, LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

Address:

1 Campus Drive

Parsippany, NJ 07054

Attention: Treasurer

Telephone: (973) 496-5285

Fax: (973) 496-5852

ADMINISTRATOR:

BUDGET TRUCK RENTAL LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

Address:

6 Sylvan Way

Parsippany, NJ 07054

Attention: Treasurer

Telephone: (973) 496-5285

Fax: (973) 496-5852

GUARANTOR:

AVIS BUDGET CAR RENTAL, LLC

By: /s/ Rochelle Tarlowe

Name: Rochelle Tarlowe

Title: Vice President and Treasurer

Address:

One Campus Drive

Parsippany, NJ 07054

Attention: Treasurer

Telephone: (973) 496-7312

Fax: (973) 496-5852

Acknowledged And Consented To As Of The Date Hereof

DEUTSCHE BANK SECURITIES, INC.,  
as Administrative Agent

By: /s/ Amy Jo Pitts  
Name: Amy Jo Pitts  
Title: Director

By: /s/ Amit Patel  
Name: Amit Patel  
Title: Vice President

RIVERSIDE FUNDING LLC,  
as a CP Conduit Purchaser

By: /s/ Jill A. Russo  
Name: Jill A. Russo  
Title: Vice President

DEUTSCHE BANK SECURITIES, INC.,  
as a Funding Agent

By: /s/ Amy Jo Pitts  
Name: Amy Jo Pitts  
Title: Director

By: /s/ Amit Patel  
Name: Amit Patel  
Title: Vice President

DEUTSCHE BANK AG, New York Branch,  
as an APA Bank

By: /s/ Amy Jo Pitts  
Name: Amy Jo Pitts  
Title: Director

By: /s/ Amit Patel  
Name: Amit Patel  
Title: Vice President



ATLANTIC ASSET SECURITIZATION LLC,  
as a CP Conduit Purchaser

By: /s/ Sam Pilcer  
Name: Sam Pilcer  
Title: Managing Director

By: /s/ Kostantina Kourmpetis  
Name: Kostantina Koumpetis  
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT  
BANK,  
as a Funding Agent

By: /s/ Sam Pilcer  
Name: Sam Pilcer  
Title: Managing Director

By: /s/ Kostantina Kourmpetis  
Name: Kostantina Koumpetis  
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT  
BANK,  
as an APA Bank

By: /s/ Sam Pilcer  
Name: Sam Pilcer  
Title: Managing Director

By: /s/ Kostantina Kourmpetis  
Name: Kostantina Koumpetis  
Title: Managing Director

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., not in its individual capacity, but solely as Trustee, as  
Series 2006-1 Agent and as Securities Intermediary

By: /s/ Sally R. Tokich  
Name: Sally R. Tokich  
Title: Senior Associate

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EXHIBIT A

Attachment A

Information Relating to Group I Trucks

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Exhibit B

Attachment E

Termination Value Curve Schedule

CENTRE POINT FUNDING, LLC,  
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
AS TRUSTEE, SERIES 2010-1 AGENT AND SECURITIES INTERMEDIARY

---

SERIES 2010-1 SUPPLEMENT  
dated as of March 9, 2010

to

AMENDED AND RESTATED BASE INDENTURE  
dated as of March 9, 2010

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Series 2010-1 5.43% Rental Truck Asset Backed Notes

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## EXHIBITS

<u>Exhibit A:</u>	Form of Series 2010-1 Note
<u>Exhibit B:</u>	Form of Lease Payment Deficit Notice
<u>Exhibit C:</u>	Form of Demand Notice
<u>Exhibit D:</u>	Form of Series 2010-1 Demand Note
<u>Exhibit E:</u>	Form of Series 2010-1 Letter of Credit
<u>Exhibit F:</u>	Form of Monthly Noteholders' Statement

SERIES 2010-1 SUPPLEMENT, dated as of March 9, 2010 (this “Series Supplement”), among CENTRE POINT FUNDING, LLC (f/k/a BUDGET TRUCK FUNDING, LLC), a special purpose limited liability company established under the laws of Delaware (“CPF”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (together with its successors in trust thereunder as provided in the Base Indenture, the “Trustee”), as agent for the benefit of the Series 2010-1 Noteholders (the “Series 2010-1 Agent”) and in its capacity as “securities intermediary” (as defined in Section 8-102 of the New York UCC) and a “bank” (as defined in Section 9-102 of the New York UCC) (in such capacities, the “Securities Intermediary”), to the Amended and Restated Base Indenture, dated as of March 9, 2010, between CPF and the Trustee.

#### PRELIMINARY STATEMENT

WHEREAS, Sections 2.2 and 12.1 of the Base Indenture provide, among other things, that CPF and the Trustee may at any time and from time to time enter into a supplement to the Base Indenture for the purpose of authorizing the issuance of one or more Series of Notes;

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE I

#### DESIGNATION

##### Section 1.1 Designation.

(a) There is hereby created a Series of Notes to be issued pursuant to the Base Indenture and this Series Supplement and such Series of Notes shall be designated generally as the Series 2010-1 5.43% Rental Truck Asset Backed Notes.

(b) The proceeds from the sale of the Series 2010-1 Notes shall be deposited into the Collection Account, for further credit to the Group II Collection Account and shall be paid to CPF and used to refinance certain of the indebtedness with respect to, and to pay a portion of the purchase price of other, Group II CPF Trucks.

(c) The Series 2010-1 Notes will have collateral that is segregated as Group II Collateral by the Administrator and the Trustee and solely for the benefit of the Series 2010-1 Noteholders and any other future Series of Notes that is designated in the Series Supplement for such future Series of Notes as sharing in such Group II Collateral (all as more fully described in the Base Indenture). The Series 2010-1 Notes are hereby designated as a “Group II Series of Notes”. Unless the context otherwise requires, all references in this Series Supplement to “all” Series of Notes (and all references in this Series Supplement to terms defined in the Base Indenture that contain references to “all” Series of Notes) shall refer to all Group II Series of Notes.

(d) If, notwithstanding the foregoing provisions of this Section 1.1, the Series 2010-1 Notes are determined by any court to be secured by collateral, other than the Group II

Collateral, the Collateral and any other collateral designated as security for the Series 2010-1 Notes (and, as applicable, any other Group II Series of Notes) under the Base Indenture, this Series Supplement, any other supplement to the Base Indenture relating to the issuance of any other Group II Series of Notes, any other Series 2010-1 Related Document or any other Applicable Related Document for any other Group II Series of Notes (such collateral other than as specified, the “Non-Group II Collateral”), then the interest of the Series 2010-1 Noteholders in such Non-Group II Collateral shall be subordinate in all respects to the interests of the Noteholders of the Series of Notes to which such Non-Group II Collateral was pledged by the terms of the Base Indenture or any other Applicable Related Document for such Series of Notes. The following shall govern the interpretation and construction of the provisions of this Series Supplement: (i) this Section 1.1(d) is intended to constitute a subordination agreement under New York law and for purposes of Section 510(a) of the Bankruptcy Code, (ii) the subordination provided for in this Section 1.1(d) is intended to and shall be deemed to constitute a “complete subordination” under New York law, and, as such, shall be applicable whether or not CPF or any Series 2010-1 Noteholder is a debtor in a case (a “bankruptcy case”) under the Bankruptcy Code (or any amended or successor version thereof), (iii) (A) any reference to the Series 2010-1 Notes shall include all obligations of CPF now or hereafter existing under each of such Series 2010-1 Notes, whether for principal, interest, fees, expenses or otherwise, and (B) without limiting the generality of the foregoing, “interest” owing on the Series 2010-1 Notes shall expressly include any and all interest accruing after the commencement of any bankruptcy case or other insolvency proceeding where CPF is the debtor, notwithstanding any provision or rule of law (including, without limitation, 11 U.S.C. §§ 502, 506(b) (1994) (or any amended or successor version thereof)) that might restrict the rights of any holder of an interest in the Series 2010-1 Notes, as against CPF or any one else, to collect such interest, (iv) “payments” prohibited under the subordination provisions of this Section 1.1(d) shall include any distributions of any type, whether cash, other debt instruments, or any equity instruments, regardless of the source thereof, and (v) the holder of any interest in the Series 2010-1 Notes retains such holder’s right, under 11 U.S.C. § 1126 (1994) (or any amended or successor version thereof), to vote to accept or reject any plan of reorganization proposed for CPF in any subsequent bankruptcy of CPF; provided, that, regardless of any such vote or of the exercise of any other rights such holder (or its agents) may have under the Bankruptcy Code, and without limiting the generality of the other clauses of this Section 1.1(d), any distributions that such holder is to receive on account of such holder’s interest in the Series 2010-1 Notes under any such plan of reorganization, from CPF, from any collateral, from any guarantor, or from any other source shall be subordinated in right of payment as set forth herein and in the Base Indenture and shall instead be distributed in the order of priority set forth herein and in the Base Indenture.

## ARTICLE II

### DEFINITIONS AND CONSTRUCTION

(a) All capitalized terms not otherwise defined herein are defined in the Definitions List attached to the Base Indenture as Schedule I thereto. All capitalized terms defined in this Series Supplement that are also defined in such Definitions List shall, unless the context otherwise requires, have the meanings set forth in this Series Supplement. All Article, Section or Subsection references herein shall refer to Articles, Sections or Subsections of this Series Supplement, except as otherwise provided herein. Unless otherwise stated herein, as the



context otherwise requires or if such term is otherwise defined in the Base Indenture, each capitalized term used or defined herein shall relate only to the Series 2010-1 Notes and not to any other Series of Notes issued by CPF. In addition, with respect to the Series 2010-1 Notes, (i) references in the Base Indenture to (A) the “Applicable Administration Agreement” shall be deemed to refer to the Group II Administration Agreement, (B) the “Applicable Collateral Agreements” shall be deemed to refer to the Group II Collateral Agreements, (C) the “Applicable CPF Lease” shall be deemed to refer to the Group II CPF Lease, (D) the “Applicable CPF Trucks” shall be deemed to refer to the Group II CPF Trucks, (E) the “Applicable Related Documents” shall be deemed to refer to the Series 2010-1 Related Documents, (F) the “Applicable Nominee Agreement” shall be deemed to refer to the Group II Nominee Agreement, (G) the “Applicable Nominee Lienholder” shall be deemed to refer to the Group II Nominee Lienholder, (H) the “Group Collection Account” shall be deemed to refer to the Group II Collection Account, (I) an “Approved Seller” shall include ABCR and BRAC, and (J) a “Distribution Date” shall be deemed to refer only to any such date on or after April 20, 2010, which shall be the first Distribution Date for the Series 2010-1 Notes, (ii) when the foregoing terms are embedded in a defined term within the Base Indenture, they shall be deemed to refer to the corresponding concept described in clauses (A) through (J), as applicable, except in each case as otherwise specified in this Series Supplement or as the context may otherwise require, and (iii) any references to Notes of a Series in the Base Indenture shall be deemed to refer only to Notes of any Group II Series of Notes.

(b) The following words and phrases shall have the following meanings with respect to the Series 2010-1 Notes and the definitions of such terms are applicable to the singular as well as the plural form of such terms and to the masculine as well as the feminine and neuter genders of such terms:

“ABCR” means Avis Budget Car Rental, LLC, a Delaware limited liability company, and its successors, acting in its capacity as Guarantor.

“Accrued Amounts” means, as on any Distribution Date, the sum of (i) accrued and unpaid interest on the Series 2010-1 Notes as of such Distribution Date and (ii) the product of (A) the Series 2010-1 Percentage as of the beginning of the Series 2010-1 Interest Period ending on such Distribution Date and (B) any Carrying Charges payable on such Distribution Date.

“Administrator” means Budget Truck Rental LLC, a Delaware limited liability company.

“BTR” means Budget Truck Rental LLC, a Delaware limited liability company.

“Business Day” means any day other than (a) a Saturday or a Sunday or (b) a day on which banking institutions in New York, New York or the city in which the corporate trust office of the Trustee is located are authorized or obligated by law or executive order to close.

“Certificate of Lease Deficit Demand” means a certificate in the form of Annex A to the Series 2010-1 Letters of Credit.

“Certificate of Termination Date Demand” means a certificate in the form of Annex D to the Series 2010-1 Letters of Credit.

“Certificate of Termination Demand” means a certificate in the form of Annex C to the Series 2010-1 Letters of Credit.

“Certificate of Unpaid Demand Note Demand” means a certificate in the form of Annex B to the Series 2010-1 Letters of Credit.

“Company Indemnified Person” is defined in Section 7.18.

“Demand Note Issuer” means BRAC.

“Demand Note Preference Payment Amount” means, as of any day, (i) the aggregate amount of all proceeds of demands made on the Series 2010-1 Demand Notes pursuant to Section 4.5(c)(iii) or 4.5 (d)(ii) that were deposited into the Series 2010-1 Distribution Account and paid to the Series 2010-1 Noteholders during the one-year period ending on such day; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to the Demand Note Issuer shall have occurred during such one-year period, the Demand Note Preference Payment Amount as of such day shall equal the Demand Note Preference Payment Amount as if it were calculated as of the date of such occurrence minus (ii) the aggregate amount withdrawn from the Series 2010-1 Reserve Account or the Series 2010-1 Cash Collateral Account and paid to a Series 2010-1 Noteholder pursuant to Section 4.7(e) on account of a Preference Amount.

“Demand Notice” is defined in Section 4.5(c)(iii).

“Disbursement” means any Lease Deficit Disbursement, any Unpaid Demand Note Disbursement, any Termination Date Disbursement or any Termination Disbursement under a Series 2010-1 Letter of Credit, or any combination thereof, as the context may require.

“Eligibility Requirements” mean, with respect to any truck: (i) such truck was manufactured by an Eligible Truck Manufacturer, (ii) such truck was purchased by CPF directly from an Eligible Truck Manufacturer or an Approved Seller or was contributed to CPF as a capital contribution, and (iii) the Administrator has performed the pre-delivery inspection, and for which appropriate liening, titling and filing claims for damage in transit and other delivery claims have been completed.

“Eligible Truck” means a truck that (a) on the applicable date of determination (i) is owned by CPF, free and clear of all Liens other than Permitted Liens, (ii) is titled in the name of CPF, (iii) with respect to which the Group II Nominee Lienholder or the Trustee is noted as the first lienholder on the Certificate of Title therefor and the Administrator or its agent, as custodian and agent for the Trucks for the benefit of the Group II Secured Parties, or the Trustee, is in possession of such Certificate of Title, (iv) is listed on the applicable Eligible Truck Appendix, (v) is leased under the Group II CPF Lease for use by BTR in its daily rental fleet operations in the United States and (vi) is not an Ineligible Truck; provided, however, that, with respect to any date of determination on or before the ninetieth day following the Series 2010-1

Closing Date, the requirements of the foregoing clauses (ii) and (iii) shall be deemed to be satisfied with respect to such truck if (x) the Titling Procedures and the Titling Certification Requirements for such truck have been satisfied on or prior to such date and (y) the sum of the Net Book Values of any Group II Trucks leased under the Group II Lease that are deemed to satisfy the requirements of the foregoing clauses (ii) and (iii) by reason of this proviso on such date does not exceed 23% of the aggregate Net Book Value of the Group II CPF Trucks as of such date, and (b) satisfied the Eligibility Requirements at the time it was purchased by CPF and leased under the Group II CPF Lease.

“Eligible Truck Appendix” means Attachment A attached to the Group II CPF Lease.

“Eligible Truck Manufacturers” means General Motors Corporation, Ford Motor Company, International Truck and Engine Corporation and American Isuzu Motors, Inc. and any other manufacturer with respect to which the Rating Agency Condition is satisfied.

“Group II Administration Agreement” means, with respect to the Series 2010-1 Notes, the Administration Agreement (Group II), dated as of March 9, 2010, by and among the Administrator, CPF and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms.

“Group II Back-up Administrator” means Lord Securities Corporation.

“Group II Back-up Administration Agreement” means, with respect to the 2010-1 Notes, the Back-up Administration Agreement (Group II) dated as of March 9, 2010, by and among the Administrator, CPF and the Group II Back-up Administrator, as amended, modified or supplemented from time to time in accordance with its terms.

“Group II Collateral” is defined in Section 3.1(a).

“Group II Collateral Agreements” means, with respect to the Series 2010-1 Notes, the Group II CPF Lease, the Group II Nominee Agreement and the Group II Administration Agreement.

“Group II Collection Account” is defined in Section 4.1(b).

“Group II Collection Account Control Agreement” means the agreement among CPF, The Bank of New York Mellon Trust Company, N.A., as securities intermediary, and the Trustee, dated as of March 9, 2010, relating to the Group II Collection Account, as amended, modified or supplemented from time to time in accordance with its terms.

“Group II CPF Agreements” is defined in Section 3.1(a)(i).

“Group II CPF Lease” means, with respect to the Series 2010-1 Notes, the Master Motor Vehicle Operating Lease Agreement (Group II), dated as of March 9, 2010, among CPF, as lessor, BTR, as lessee, ABCR, as guarantor, and BTR, as Administrator, as amended, modified or supplemented from time to time in accordance with its terms.

“Group II CPF Trucks” means, with respect to the Series 2010-1 Notes, any Truck owned by CPF and listed on Attachment A to the Group II CPF Lease.

“Group II Disposition Agent” means Fiserv Automotive Solutions, Inc.

“Group II Disposition Agent Agreement” means, with respect to the Series 2010-1 Notes, the Disposition Agent Agreement (Group II) dated as of March 9, 2010, by and among the Administrator, CPF, the Group II Back-up Administrator, the Group II Disposition Agent, and the Trustee, as amended, modified or supplemented from time to time in accordance with its terms.

“Group II Eligible Trucks” means any Group II CPF Trucks that are Eligible Trucks.

“Group II Nominee Agreement” means, with respect to the Series 2010-1 Notes, a Group II Nominee Lienholder agreement which satisfies the Rating Agency Condition with respect to each Group II Series of Notes, among CPF, the Group II Nominee Lienholder and the Trustee (and which may include additional parties thereto), as amended, modified or supplemented from time to time in accordance with its terms.

“Group II Nominee Lienholder” means, with respect to the Series 2010-1 Notes, a Person as to whom the Rating Agency Condition is satisfied with respect to each Group II Series of Notes, in its capacity as nominee lienholder under the Group II Nominee Agreement, and any successor Group II Nominee Lienholder thereunder.

“Group II Secured Parties” is defined in Section 3.1(a).

“Group II Series of Notes” is defined in Section 1.1(c).

“Ineligible Truck” means a Truck owned by CPF that, on the applicable date of determination, (i) is over the Maximum Mileage Limit, (ii) has suffered a Casualty, (iii) with respect to Gasoline Trucks, is older than 72 months from the date of original invoicing and with respect to Diesel Trucks, is older than 96 months from the date of original invoicing, or (iv) is currently subject to a recall by the manufacturer.

“Lease Deficit Disbursement” means an amount drawn under a Series 2010-1 Letter of Credit pursuant to a Certificate of Lease Deficit Demand.

“Lease Payment Deficit Notice” is defined in Section 4.3(c).

“Maximum Mileage Limit” means 150,000 miles.

“Measurement Month” on any date, means, each calendar month, or the smallest number of consecutive calendar months, in which (a) at least 100 of the Group II CPF Trucks were sold or (b) at least one twelfth of the aggregate Termination Value of the Group II CPF Trucks as of the last day of each such period were sold.

“Measurement Month Average” means, with respect to any Measurement Month, the percentage equivalent of a fraction, the numerator of which is the aggregate amount of Disposition Proceeds of all Group II CPF Trucks sold during such Measurement Month and the two Measurement Months immediately preceding such Measurement Month, and the denominator of which is the aggregate Termination Value of such Group II CPF Trucks on the dates of their respective sales.

“Monthly Principal Payment Amount” is defined in Section 4.5(a).

“Moody’s” means Moody’s Investors Service.

“Non-Group II Collateral” is defined in Section 1.1(d).

“Outstanding” means, with respect to the Series 2010-1 Notes, the Series 2010-1 Invested Amount shall not have been reduced to zero and all accrued interest and other amounts owing on the Series 2010-1 Notes hereunder shall not have been paid in full; provided, however, that in determining whether the Required Investors, the Requisite Investors, the Required Noteholders of the Series 2010-1 Notes, or the Required Group Investors or Requisite Group Investors of the Group II Series of Notes have given any consent or direction, exercised any other right or taken any other action, Series 2010-1 Notes owned by CPF will be considered as though they are not Outstanding; provided, further, that in connection with any such consent, direction, other right or other action in which Series 2010-1 Notes owned by ABCR or any Affiliate of CPF or ABCR would represent, in aggregate, more than 25% of the Series 2010-1 Invested Amount, Series 2010-1 Notes owned by ABCR or any Affiliate of CPF or ABCR in excess of such amount will be considered as though they are not Outstanding on a pro rata basis (with respect to the principal amount of such Series 2010- 1 Notes).

“Past Due Rent Payment” is defined in Section 4.2(c).

“Preference Amount” means any amount previously distributed to a Series 2010-1 Noteholder on or relating to a Series 2010-1 Note that is recoverable or that has been recovered as a voidable preference by the trustee in a bankruptcy proceeding of the Demand Note Issuer pursuant to the United States Bankruptcy Code (11 U.S.C.), as amended from time to time, in accordance with a final nonappealable order of a court having competent jurisdiction.

“Pre-Preference Period Demand Note Payments” means, as of any date of determination, the aggregate amount of all proceeds of demands made on the Series 2010-1 Demand Notes included in the Series 2010-1 Demand Note Payment Amount as of the Series 2010-1 Letter of Credit Termination Date that were paid by the Demand Note Issuer more than one year before such date of determination; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to the Demand Note Issuer occurs during such one-year period, (x) the Pre-Preference Period Demand Note Payments as of any date during the period from and including the date of the occurrence of such Event of Bankruptcy to and including the conclusion or dismissal of the proceedings giving rise to such Event of Bankruptcy without continuing jurisdiction by the court in such proceedings shall equal the Pre-Preference Period Demand Note Payments as of the date of such occurrence and (y) the Pre-Preference

Period Demand Note Payments as of any date after the conclusion or dismissal of such proceedings shall equal the Series 2010-1 Demand Note Payment Amount as of the date of the conclusion or dismissal of such proceedings.

“Pro Rata Share” means, with respect to any Series 2010-1 Letter of Credit Provider as of any date, the fraction (expressed as a percentage) obtained by dividing (A) the available amount under such Series 2010-1 Letter of Credit Provider’s Series 2010-1 Letter of Credit as of such date by (B) an amount equal to the aggregate available amount under all Series 2010-1 Letters of Credit as of such date; provided that only for purposes of calculating the Pro Rata Share with respect to any Series 2010-1 Letter of Credit Provider as of any date, if such Series 2010-1 Letter of Credit Provider has not complied with its obligation to pay the Trustee the amount of any draw under its Series 2010-1 Letter of Credit made prior to such date, the available amount under such Series 2010-1 Letter of Credit Provider’s Series 2010-1 Letter of Credit as of such date shall be treated as reduced (for calculation purposes only) by the amount of such unpaid demand and shall not be reinstated for purposes of such calculation unless and until the date as of which such Series 2010-1 Letter of Credit Provider has paid such amount to the Trustee and been reimbursed by the Lessee or ABCR, as the case may be, for such amount (provided that the foregoing calculation shall not in any manner reduce the undersigned’s actual liability in respect of any failure to pay any demand under its Series 2010-1 Letter of Credit).

“Record Date” means, with respect to each Distribution Date, the immediately preceding Business Day.

“Series Supplement” is defined in the recitals hereto.

“Series 2010-1 Accounts” means the Group II Collection Account, Series 2010-1 Collection Account, Series 2010-1 Principal Subaccount, Series 2010-1 Accrued Interest Account, Series 2010-1 Reserve Account, Series 2010-1 Cash Collateral Account and Series 2010-1 Distribution Account.

“Series 2010-1 Accrued Interest Account” is defined in Section 4.1(b).

“Series 2010-1 Adjusted Required Enhancement Percentage” means, as of any date of determination, the greater of (a) the Series 2010-1 Required Enhancement Percentage as of such date and (b) the sum of (i) Series 2010-1 Required Enhancement Percentage as of such date plus (ii) the highest, for any calendar month within the preceding twelve calendar months, of an amount (not less than zero) equal to 100% minus the Measurement Month Average for the immediately preceding Measurement Month.

“Series 2010-1 Agent” is defined in the recitals hereto.

“Series 2010-1 Available Cash Collateral Account Amount” means, as of any date of determination, the amount on deposit in the Series 2010-1 Cash Collateral Account (after giving effect to any deposits thereto and withdrawals and releases therefrom on such date).

“Series 2010-1 Available Reserve Account Amount” means, as of any date of determination, the amount on deposit in the Series 2010-1 Reserve Account (after giving effect to any deposits thereto and withdrawals and releases therefrom on such date).

“Series 2010-1 Back-up Administration Fees” means, for any Distribution Date during the Series 2010-1 Rapid Amortization Period on which there exists a Series 2010-1 Lease Interest Payment Deficit, an amount equal to the product of (x) the fees due and payable to the Group II Back-up Administrator pursuant to the terms of the Group II Back-up Administration Agreement and (y) the Series 2010-1 Invested Percentage (as used with respect to Principal Collections); provided, that the sum of the Series 2010-1 Back-up Administration Fees, the Series 2010-1 Disposition Agent Fees and the Series 2010-1 Trustee Fees, in the aggregate for all Distribution Dates, shall not exceed 1.1% of the Series 2010-1 Required Borrowing Base as of the first Determination Date on which the Series 2010-1 CPF Principal Allocation Amount was zero.

“Series 2010-1 Borrowing Base” means, as of any date of determination, the sum of (a) the product of (i) the Borrowing Base with respect to the Group II Series of Notes and (ii) the Series 2010-1 Borrowing Base Percentage as of such date and (b) the amount on deposit in the Series 2010-1 Principal Subaccount as of such date.

“Series 2010-1 Borrowing Base Percentage” means, as of any date of determination, the percentage equivalent of a fraction, the numerator of which is the sum of the Series 2010-1 Invested Amount and the Series 2010-1 Required Overcollateralization Amount as of the end of the immediately preceding Business Day and the denominator of which is the sum of the numerators used to determine invested percentages for allocations with respect to Principal Collections (for all Group II Series of Notes and all classes of such Group II Series of Notes).

“Series 2010-1 Cash Collateral Account” is defined in Section 4.8(e).

“Series 2010-1 Cash Collateral Account Collateral” is defined in Section 4.8(a).

“Series 2010-1 Cash Collateral Account Surplus” means, with respect to any Distribution Date, the lesser of (a) the Series 2010-1 Available Cash Collateral Account Amount and (b) the lesser of (A) the excess, if any, of the Series 2010-1 Liquidity Amount (after giving effect to any withdrawal from the Series 2010-1 Reserve Account on such Distribution Date) over the Series 2010-1 Required Liquidity Amount on such Distribution Date and (B) the excess, if any, of the Series 2010-1 Enhancement Amount over the Series 2010-1 Required Enhancement Amount (after giving effect to any withdrawal from the Series 2010-1 Reserve Account on such Distribution Date) on such Distribution Date; provided, however, that, on any date after the Series 2010-1 Letter of Credit Termination Date, the Series 2010-1 Cash Collateral Account Surplus shall mean the excess, if any, of (x) the Series 2010-1 Available Cash Collateral Account Amount over (y) the Series 2010-1 Demand Note Payment Amount minus the Pre-Preference Period Demand Note Payments as of such date.

“Series 2010-1 Cash Collateral Percentage” means, as of any date of determination, the percentage equivalent of a fraction, the numerator of which is the Series 2010-1 Available Cash Collateral Amount as of such date and the denominator of which is the Series 2010-1 Letter of Credit Liquidity Amount as of such date.

“Series 2010-1 Closing Date” means March 9, 2010.

“Series 2010-1 Collateral” means the Collateral, the Group II Collateral, each Series 2010-1 Letter of Credit, each Series 2010-1 Demand Note, the Series 2010-1 Cash Collateral Account Collateral, the Series 2010-1 Reserve Account Collateral and the Series 2010-1 Other Account Collateral.

“Series 2010-1 Collection Account” is defined in Section 4.1(b).

“Series 2010-1 CPF Principal Allocation Amount” means, as of any Determination Date, the greater of (x) zero and (y) the maximum portion of the amount allocated to the Series 2010-1 Principal Subaccount during the Related Month which could be paid to CPF such that no Borrowing Base Deficiency with respect to the Group II Series of Notes, Series 2010-1 Enhancement Deficiency or Series 2010-1 Principal Deficit Amount would result from such payment or exist immediately thereafter, as certified to the Trustee in writing by the Administrator; provided, that the Series 2010-1 CPF Principal Allocation Amount shall be zero for any Determination Date on or after the commencement of the Series 2010-1 Rapid Amortization Period.

“Series 2010-1 Demand Note” means each demand note made by the Demand Note Issuer, substantially in the form of Exhibit D to this Series Supplement, as amended, modified or restated from time to time.

“Series 2010-1 Demand Note Payment Amount” means, as of the Series 2010-1 Letter of Credit Termination Date, the aggregate amount of all proceeds of demands made on the Series 2010-1 Demand Notes pursuant to Section 4.5(c)(iii) or 4.5(d)(ii) that were deposited into the Series 2010-1 Distribution Account and paid to the Series 2010-1 Noteholders during the one-year period ending on the Series 2010-1 Letter of Credit Termination Date; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to the Demand Note Issuer shall have occurred during such one-year period, the Series 2010-1 Demand Note Payment Amount as of the Series 2010-1 Letter of Credit Termination Date shall equal the Series 2010-1 Demand Note Payment Amount as if it were calculated as of the date of such occurrence.

“Series 2010-1 Deposit Date” is defined in Section 4.2(a).

“Series 2010-1 Disposition Agent Fees” means, for any Distribution Date during the Series 2010-1 Rapid Amortization Period on which there exists a Series 2010-1 Lease Interest Payment Deficit, an amount equal to the product of (x) the fees due and payable to the Group II Disposition Agent pursuant to the terms of the Group II Disposition Agent Agreement and (y) the Series 2010-1 Invested Percentage (as used with respect to Principal Collections); provided, that the sum of the Series 2010-1 Back-up Administration Fees, the Series 2010-1 Disposition Agent Fees and the Series 2010-1 Trustee Fees, in the aggregate for all Distribution Dates, shall not exceed 1.1% of the Series 2010-1 Required Borrowing Base as of the first Determination Date on which the Series 2010-1 CPF Principal Allocation Amount was zero.

“Series 2010-1 Distribution Account” is defined in Section 4.9(a).



“Series 2010-1 Eligible Letter of Credit Provider” means, a Person satisfactory to ABCR and the Demand Note Issuer and having, at the time of the issuance of the related Series 2010-1 Letter of Credit, a long-term senior unsecured debt rating (or equivalent thereof) of at least “A1” from Moody’s and a short-term senior unsecured debt rating of “P-1” from Moody’s that is (a) a commercial bank having total assets in excess of \$500,000,000, (b) a finance company, insurance company or other financial institution that in the ordinary course of business issues letters of credit and has total assets in excess of \$200,000,000 or (c) any other financial institution; provided, that if a Person is not a Series 2010-1 Letter of Credit Provider (or a letter of credit provider under the Series Supplement for any other Series of Notes), then such person shall not be a Series 2010-1 Eligible Letter of Credit Provider until the Issuer has provided 10 days’ prior written notice to Moody’s that such person has been proposed as a Series 2010-1 Letter of Credit Provider.

“Series 2010-1 Enhancement” means the Series 2010-1 Cash Collateral Account Collateral, the Series 2010-1 Letters of Credit, the Series 2010-1 Demand Notes and the Series 2010-1 Overcollateralization Amount and the Series 2010-1 Reserve Account Amount.

“Series 2010-1 Enhancement Amount” means, as of any date of determination, the sum of (i) the Series 2010-1 Overcollateralization Amount as of such date, (ii) the Series 2010-1 Letter of Credit Amount as of such date and (iii) the Series 2010-1 Available Reserve Account Amount as of such date.

“Series 2010-1 Enhancement Deficiency” means, as of any date of determination, the amount, if any, by which the Series 2010-1 Enhancement Amount as of such date is less than the Series 2010-1 Required Enhancement Amount as of such date.

“Series 2010-1 Expected Final Distribution Date” means the July 2015 Distribution Date.

“Series 2010-1 Initial Invested Amount” means the aggregate initial principal amount of the Series 2010-1 Notes, which is \$200,000,000.

“Series 2010-1 Interest Period” means a period commencing on and including a Distribution Date and ending on and including the day preceding the next succeeding Distribution Date; provided, however, that the initial Series 2010-1 Interest Period shall commence on and include the Series 2010-1 Closing Date and end on and include April 19, 2010.

“Series 2010-1 Invested Amount” means on any date of determination, an amount equal to (a) the Series 2010-1 Initial Invested Amount minus (b) the amount of principal payments made to the Series 2010-1 Noteholders on or prior to such date.

“Series 2010-1 Invested Percentage” means as of any date of determination:

(a) when used with respect to Principal Collections, the percentage equivalent (which percentage shall never exceed 100%) of a fraction the numerator of which shall be equal to the sum of the Series 2010-1 Invested Amount and the Series 2010-1 Overcollateralization Amount, as of the immediately preceding Business Day, and the

denominator of which shall be the greater as of the end of the immediately preceding Business Day of (x) the Borrowing Base with respect to the Group II Series of Notes and (y) the sum of the numerators used to determine invested percentages for allocations with respect to Principal Collections (for all Group II Series of Notes and all classes of such Group II Series of Notes); and

(b) when used with respect to Interest Collections, the percentage equivalent (which percentage shall never exceed 100%) of a fraction the numerator of which shall be the Accrued Amounts with respect to the Series 2010-1 Notes on such date of determination, and the denominator of which shall be the aggregate Accrued Amounts with respect to all Group II Series of Notes on such date of determination.

“Series 2010-1 Lease Interest Payment Deficit” means on any Distribution Date an amount equal to the excess, if any, of (a) the aggregate amount of Interest Collections which pursuant to Section 4.2(a) would have been allocated to the Series 2010-1 Accrued Interest Account if all payments of Monthly Base Rent required to have been made under the Group II CPF Lease from and excluding the preceding Distribution Date to and including such Distribution Date were made in full over (b) the aggregate amount of Interest Collections which pursuant to Section 4.2(a) have been allocated to the Series 2010-1 Accrued Interest Account (excluding any amounts paid into the Series 2010-1 Accrued Interest Account pursuant to the proviso in Section 4.2(a)(ii)) from and excluding the preceding Distribution Date to and including such Distribution Date.

“Series 2010-1 Lease Payment Deficit” means either a Series 2010-1 Lease Interest Payment Deficit or a Series 2010-1 Lease Principal Payment Deficit.

“Series 2010-1 Lease Principal Payment Carryover Deficit” means (a) for the initial Distribution Date, zero and (b) for any other Distribution Date, the excess of (x) the Series 2010-1 Lease Principal Payment Deficit, if any, on the preceding Distribution Date over (y) the amount deposited in the Distribution Account on such preceding Distribution Date pursuant to Section 4.5(c)(i) and (ii) of this Series Supplement on account of such Series 2010-1 Lease Principal Payment Deficit.

“Series 2010-1 Lease Principal Payment Deficit” means on any Distribution Date the sum of (a) the Series 2010-1 Monthly Lease Principal Payment Deficit for such Distribution Date and (b) the Series 2010-1 Lease Principal Payment Carryover Deficit for such Distribution Date.

“Series 2010-1 Letter of Credit” means an irrevocable letter of credit, if any, substantially in the form of Exhibit E to this Series Supplement issued by a Series 2010-1 Eligible Letter of Credit Provider in favor of the Trustee for the benefit of the Series 2010-1 Noteholders.

“Series 2010-1 Letter of Credit Amount” means, as of any date of determination, the lesser of (a) the sum of (i) the aggregate amount available to be drawn on such date under each Series 2010-1 Letter of Credit, as specified therein, and (ii) if the Series 2010-1 Cash Collateral Account has been established and funded pursuant to Section 4.8, the Series 2010-1

Available Cash Collateral Account Amount on such date and (b) the aggregate outstanding principal amount of the Series 2010-1 Demand Notes on such date.

“Series 2010-1 Letter of Credit Expiration Date” means, with respect to any Series 2010-1 Letter of Credit, the expiration date set forth in such Series 2010-1 Letter of Credit, as such date may be extended in accordance with the terms of such Series 2010-1 Letter of Credit.

“Series 2010-1 Letter of Credit Liquidity Amount” means, as of any date of determination, the sum of (a) the aggregate amount available to be drawn on such date under each Series 2010-1 Letter of Credit, as specified therein, and (b) if the Series 2010-1 Cash Collateral Account has been established and funded pursuant to Section 4.8 of this Series Supplement, the Series 2010-1 Available Cash Collateral Account Amount on such date.

“Series 2010-1 Letter of Credit Provider” means the issuer of a Series 2010-1 Letter of Credit.

“Series 2010-1 Letter of Credit Termination Date” means the first to occur of (a) the date on which the Series 2010-1 Notes are fully paid and (b) the Series 2010-1 Termination Date.

“Series 2010-1 Limited Liquidation Event of Default” means, so long as such event or condition continues, any event or condition of the type specified in clauses (a) through (h) of Article V; provided, however, that any event or condition of the type specified in clauses (a) through (h) of Article V shall not constitute a Series 2010-1 Limited Liquidation Event of Default if the Trustee shall have received the written consent of the Series 2010-1 Required Noteholders waiving the occurrence of such Series 2010-1 Limited Liquidation Event of Default; provided, further, that in the case an event or condition of the type specified in clause (d) of Article V, any such waiver shall only be effective if given within 30 days after the occurrence of such event or condition. The Trustee shall promptly (but in any event within two Business Days) provide Moody’s with written notice of such waiver.

“Series 2010-1 Liquidity Amount” means, as of any date of determination, the sum of (a) the Series 2010-1 Letter of Credit Liquidity Amount on such date and (b) the Series 2010-1 Available Reserve Account Amount on such date.

“Series 2010-1 Monthly Interest” means, with respect to (i) the initial Series 2010-1 Interest Period, an amount equal to \$1,236,833.33 and (ii) any other Series 2010-1 Interest Period, an amount equal to the product of (A) one-twelfth of the Series 2010-1 Note Rate and (B) the Series 2010-1 Invested Amount on the first day of such Series 2010-1 Interest Period, after giving effect to any principal payments made on such date.

“Series 2010-1 Monthly Lease Principal Payment Deficit” means on any Distribution Date an amount equal to the excess, if any, of (a) the aggregate amount of Principal Collections which pursuant to Section 4.2(a) would have been allocated to the Series 2010-1 Collection Account if all payments required to have been made under the Group II CPF Lease from and excluding the preceding Distribution Date to and including such Distribution Date were made in full over (b) the aggregate amount of Principal Collections which pursuant to Section

4.2(a) have been allocated to the Series 2010-1 Collection Account (without giving effect to any amounts paid into the Series 2010-1 Accrued Interest Account pursuant to the proviso in Section 4.2(a)(ii)) from and excluding the preceding Distribution Date to and including such Distribution Date.

“Series 2010-1 Note” means any one of the Series 2010-1 5.43% Rental Truck Asset Backed Notes, executed by CPF and authenticated and delivered by or on behalf of the Trustee, substantially in the form of Exhibit A. Definitive Series 2010-1 Notes shall have such insertions and deletions as are necessary to give effect to the provisions of Section 2.19 of the Base Indenture.

“Series 2010-1 Note Rate” means 5.43% per annum.

“Series 2010-1 Noteholder” means a Person in whose name a Series 2010-1 Note is registered in the Note Register.

“Series 2010-1 Noteholder Principal Allocation Amount” means, as of any Determination Date, (x) the aggregate amount allocated to the Series 2010-1 Principal Subaccount during the Related Month minus (y) the Series 2010-1 CPF Principal Allocation Amount as of such Determination Date.

“Series 2010-1 Other Account Collateral” is defined in Section 4.9(d).

“Series 2010-1 Overcollateralization Amount” means (i) as of any date on which no Borrowing Base Deficiency exists with respect to the Group II Series of Notes, the Series 2010-1 Required Overcollateralization Amount as of such date and (ii) as of any date on which a Borrowing Base Deficiency exists with respect to the Group II Series of Notes, the excess, if any, of (x) the Series 2010-1 Borrowing Base as of such date over (y) the Series 2010-1 Invested Amount as of such date.

“Series 2010-1 Past Due Rent Payment” is defined in Section 4.2(c).

“Series 2010-1 Percentage” means, as of any date of determination, a fraction, expressed as a percentage, the numerator of which is the Series 2010-1 Invested Amount as of such date and the denominator of which is the sum of the Invested Amount of each Series of Notes in each Group outstanding as of such date.

“Series 2010-1 Principal Deficit Amount” means, as of any date of determination, the excess, if any, of (a) the Series 2010-1 Invested Amount as of such date over (b) the excess of the Series 2010-1 Borrowing Base over the Series 2010-1 Required Overcollateralization Amount as of such date.

“Series 2010-1 Principal Subaccount” is defined in Section 4.1(b).

“Series 2010-1 Rapid Amortization Period” means the period beginning at the close of business on the Business Day immediately preceding the earlier of (a) the March 2015 Distribution Date and (b) the day on which an Amortization Event is deemed to have occurred

with respect to the Series 2010-1 Notes and ending upon the earlier to occur of (i) the date on which the Series 2010-1 Notes are fully paid and (ii) the termination of the Indenture.

“Series 2010-1 Reimbursement Agreement” means any and each agreement providing for the reimbursement of a Series 2010-1 Letter of Credit Provider for draws under its Series 2010-1 Letter of Credit as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Series 2010-1 Related Documents” means, with respect to the Series 2010-1 Notes, the Base Indenture, this Series Supplement, the Series 2010-1 Notes, any Group II Nominee Agreements, the Group II Administration Agreement, the Group II Disposition Agent Agreement, the Group II Back-up Administration Agreement, the Collection Account Control Agreement, the Group II Collection Account Control Agreement, any agreements relating to the issuance or the purchase of any Series 2010-1 Notes, any Enhancement Agreements for Series 2010-1 Enhancement, the Group II CPF Lease and the Supplemental Documents relating to the Group II CPF Lease.

“Series 2010-1 Required Borrowing Base” means, as of any date of determination, the sum of (a) the Series 2010-1 Required Overcollateralization Amount as of such date and (b) the Series 2010-1 Invested Amount as of such date.

“Series 2010-1 Required Enhancement Amount” means, as of any date of determination, the product of (i) the Series 2010-1 Adjusted Required Enhancement Percentage as of such date and (ii) the Series 2010-1 Invested Amount as of such date; provided, that in no event shall the Required Enhancement Amount on any date be less than the lesser of (x) \$23,000,000 and (y) the Series 2010-1 Invested Amount as of such date.

“Series 2010-1 Required Enhancement Percentage” means, as of any date of determination, 50.0%.

“Series 2010-1 Required Liquid Enhancement Percentage” means, as of any date of determination, 6.5%.

“Series 2010-1 Required Liquidity Amount” means, as of any date of determination, the product of (a) the Series 2010-1 Required Liquid Enhancement Percentage and (b) the Series 2010-1 Invested Amount as of such date.

“Series 2010-1 Required Noteholders” means Series 2010-1 Noteholders representing in aggregate more than 50% of the Series 2010-1 Invested Amount.

“Series 2010-1 Required Overcollateralization Amount” means, as of any date of determination, the excess of (a) the Series 2010-1 Required Enhancement Amount as of such date over (b) the sum of (i) the Series 2010-1 Letter of Credit Amount as of such date and (ii) the Series 2010-1 Available Reserve Account Amount as of such date.

“Series 2010-1 Required Reserve Account Amount” means, with respect to any Distribution Date, an amount equal to the sum of (a) the greater of (i) the excess, if any, of the Series 2010-1 Required Liquidity Amount on such Distribution Date over the Series 2010-1

Liquidity Amount (excluding therefrom the Series 2010-1 Available Reserve Account Amount) on such Distribution Date and (ii) the excess, if any, of the Series 2010-1 Required Enhancement Amount over the Series 2010-1 Enhancement Amount (excluding therefrom the Series 2010-1 Available Reserve Account Amount) on such Distribution Date plus (b) the Demand Note Preference Payment Amount.

“Series 2010-1 Reserve Account” is defined in Section 4.7(a).

“Series 2010-1 Reserve Account Collateral” is defined in Section 4.7(d).

“Series 2010-1 Reserve Account Surplus” means, with respect to any Distribution Date, the excess, if any, of the Series 2010-1 Available Reserve Account Amount over the Series 2010-1 Required Reserve Account Amount on such Distribution Date.

“Series 2010-1 Shortfall” is defined in Section 4.3(f).

“Series 2010-1 Termination Date” means the July 2016 Distribution Date.

“Series 2010-1 Trustee Fees” means, for any Distribution Date during the Series 2010-1 Rapid Amortization Period on which there exists a Series 2010-1 Lease Interest Payment Deficit, a portion of the fees payable to the Trustee in an amount equal to the product of (i) the Series 2010-1 Percentage as of the beginning of the Series 2010-1 Interest Period ending on the day preceding such Distribution Date and (ii) the fees owing to the Trustee under the Indenture; provided, that the sum of the Series 2010-1 Trustee Fees, the Series 2010-1 Disposition Agent Fees and the Series 2010-1 Back-up Administration Fees in the aggregate for all Distribution Dates shall not exceed 1.1% of the Series 2010-1 Required Borrowing Base as of the first Determination Date on which the Series 2010-1 CPF Principal Allocation Amount was zero.

“Series 2010-1 Unpaid Demand Amount” means, with respect to any single draw pursuant to Section 4.5(c) or (d) on the Series 2010-1 Letters of Credit, the aggregate amount drawn by the Trustee on all Series 2010-1 Letters of Credit.

“Termination Date Disbursement” means an amount drawn under a Series 2010-1 Letter of Credit pursuant to a Certificate of Termination Date Demand.

“Termination Disbursement” means an amount drawn under a Series 2010-1 Letter of Credit pursuant to a Certificate of Termination Demand.

“Trustee” is defined in the recitals hereto.

“Unpaid Demand Note Disbursement” means an amount drawn under a Series 2010-1 Letter of Credit pursuant to a Certificate of Unpaid Demand Note Demand.

(c) Any amounts calculated by reference to the Series 2010-1 Invested Amount on any date shall, unless otherwise stated, be calculated after giving effect to any payment of principal made to the Series 2010-1 Noteholders on such date.

## ARTICLE III

### SECURITY

#### Section 3.1 Grant of Security Interest.

(a) To secure the Note Obligations with respect to the Series 2010-1 Notes and any other Group II Series of Notes and to secure compliance with the provisions of the Base Indenture and this Series Supplement and the Series Supplement for any other Group II Series of Notes, CPF hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee, to the extent set forth in this Series Supplement and the Series Supplement for each other Group II Series of Notes, for the benefit of the Noteholders of each Group II Series of Notes (collectively, the "Group II Secured Parties"), and hereby grants to the Trustee, for the benefit of such Group II Secured Parties, a security interest in, all of CPF's right, title and interest in and to all of the following assets, property, and interests of CPF, whether now owned or at any time hereafter acquired or created (collectively, the "Group II Collateral"):

(i) the Group II CPF Lease, any Sublease related to such Group II CPF Lease and any other agreements related to the Group II CPF Trucks to which CPF is a party or in which CPF otherwise has an interest (collectively, the "Group II CPF Agreements"), including, without limitation, all monies due and to become due to CPF under or in connection with such Group II CPF Agreements, whether payable as rent, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of such Group II CPF Agreements or otherwise, all security for amounts payable thereunder and all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to such Group II CPF Agreements (whether arising pursuant to the terms of such Group II CPF Agreements or otherwise available to CPF at law or in equity), the right to enforce the Group II CPF Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Group II CPF Agreements or the obligations of any party thereunder;

(ii) the Group II Administration Agreement, including, without limitation, all rights, remedies, powers, privileges and claims of CPF against any other party under or with respect to the Group II Administration Agreement (whether arising pursuant to the terms of the Group II Administration Agreement or otherwise available to CPF at law or in equity), and the right to enforce the Group II Administration Agreement and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Group II Administration Agreement or the obligations of any party thereunder;

(iii) any Group II Nominee Agreement, including, without limitation, all rights, remedies, powers, privileges and claims of CPF against any other party

under or with respect to such Group II Nominee Agreement (whether arising pursuant to the terms of the Group II Nominee Agreement or otherwise available to CPF at law or in equity), and the right to enforce such Group II Nominee Agreement and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to such Group II Nominee Agreement or the obligations of any party thereunder;

(iv) all Group II CPF Trucks and all Certificates of Title with respect thereto;

(v) all sale or other proceeds from the disposition of Group II CPF Trucks, including all monies due in respect of Group II CPF Trucks, whether payable as the purchase price of Group II CPF Trucks or as related fees, expenses, costs, indemnities, insurance recoveries or otherwise;

(vi) any payments under insurance policies (whether or not the Trustee is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any Group II CPF Trucks;

(vii)(w) the Group II Collection Account and all accounts designated in this Series Supplement or the Series Supplement for any other Group II Series of Notes or otherwise as a sub-account or an administrative subaccount thereof (other than the Series 2010-1 Collection Account, the Series 2010-1 Principal Subaccount, the Series 2010-1 Accrued Interest Account and any other such sub-account or administrative subaccount established solely for the benefit of a particular Group II Series of Notes, and not for the benefit of any other Group II Series of Notes, as set forth in this Series Supplement, any such other Series Supplement or any other document or agreement pursuant to which such sub-account or administrative subaccount is established), (w) all funds on deposit therein from time to time, (x) all certificates and instruments, if any, representing or evidencing any or all of such accounts or the funds on deposit therein from time to time, (y) all Investment Property credited to any such account at any time and from time to time or acquired at any time and from time to time with the funds on deposit in any or all such accounts (including income thereon) and (z) all Permitted Investments made at any time and from time to time with the funds on deposit in any or all such accounts (including income thereon);

(viii) all additional property relating to the Group II Series of Notes that may from time to time hereafter (pursuant to the terms of this Series Supplement, the Series Supplement for any other Group II Series of Notes or otherwise) be subjected to the grant and pledge hereof by CPF or by anyone on its behalf; and

(ix) to the extent not otherwise included, all Proceeds, products, offspring, rents or profits of any and all of the foregoing, including cash, and all collateral security and guarantees given by any Person with respect to any of the foregoing.



(b) The foregoing grant is made in trust to secure the Note Obligations for the Series 2010-1 Notes and any other Group II Series of Notes and to secure compliance with the provisions of this Base Indenture, this Series Supplement and the Series Supplement for each other Group II Series of Notes, all as provided in the Base Indenture, this Series Supplement and each such other Series Supplement. The Trustee, as trustee on behalf of the Group II Secured Parties, acknowledges such grant, accepts the trusts under the Base Indenture and this Series Supplement in accordance with the provisions of the Base Indenture and this Series Supplement and subject to Section 10.1 and 10.2 of the Base Indenture, agrees to perform its duties required in the Base Indenture, this Series Supplement and each such other Series Supplement to the best of its abilities to the end that the interests of the Group II Secured Parties may be adequately and effectively protected. The Group II Collateral shall secure each Group II Series of Notes equally and ratably without prejudice, priority (except, with respect to any other Group II Series of Notes, as otherwise stated in the Series Supplement for such Group II Series of Notes) or distinction.

#### ARTICLE IV

##### SERIES 2010-1 ALLOCATIONS

With respect to the Series 2010-1 Notes, the following shall apply:

Section 4.1 Establishment of Group II Collection Account, Series 2010-1 Collection Account, Series 2010-1 Principal Subaccount and Series 2010-1 Accrued Interest Account.

(a) All Collections allocable to the Series 2010-1 Notes shall be allocated to the Collection Account, for further credit to the Group II Collection Account.

(b) Pursuant to the Base Indenture, the Trustee has created a Group Collection Account for the benefit of the Noteholders of the Group II Series of Notes (such account, the "Group II Collection Account"). In addition, the Trustee shall create three administrative subaccounts within the Group II Collection Account for the benefit of the Series 2010-1 Noteholders: the Series 2010-1 Collection Account (such sub-account, the "Series 2010-1 Collection Account"), the Series 2010-1 Principal Subaccount (such sub-account, the "Series 2010-1 Principal Subaccount") and the Series 2010-1 Accrued Interest Account (such sub-account, the "Series 2010-1 Accrued Interest Account").

Section 4.2 Allocations with Respect to the Series 2010-1 Notes.

(a) The net proceeds from the initial sale of the Series 2010-1 Notes will be deposited into the Collection Account, for further credit to the Group II Collection Account. On each Business Day on which Collections are deposited into the Group II Collection Account (each such date, a "Series 2010-1 Deposit Date"), the Administrator shall direct the Trustee in writing pursuant to the Group II Administration Agreement to allocate all amounts deposited into

the Group II Collection Account prior to 11:00 a.m. (New York City time) on such Series 2010-1 Deposit Date as set forth below:

(i) allocate to the Series 2010-1 Collection Account an amount equal to the Series 2010-1 Invested Percentage (as of such day) of the aggregate amount of Interest Collections deposited to the Group II Collection Account on such day. All such amounts allocated to the Series 2010-1 Collection Account shall be further allocated to the Series 2010-1 Accrued Interest Account; and

(ii) allocate to the Series 2010-1 Principal Subaccount the sum of (A) the Series 2010-1 Invested Percentage (as of such day) of the aggregate amount of Principal Collections deposited to the Group II Collection Account on such day and (B) the proceeds from the issuance of the Series 2010-1 Notes; provided that if on any Determination Date (A) the Administrator determines that the amount anticipated to be available from Interest Collections allocable to the Series 2010-1 Notes and other amounts available pursuant to Section 4.3 to pay Series 2010-1 Monthly Interest and any unpaid Series 2010-1 Shortfall with respect to the Series 2010-1 Interest Period ending on the day preceding the next succeeding Distribution Date will be less than the sum of such Series 2010-1 Monthly Interest and any such Series 2010-1 Shortfall and (B) the Series 2010-1 Enhancement Amount is greater than zero, the Administrator shall direct the Trustee in writing to reallocate a portion of the Principal Collections allocated to the Series 2010-1 Notes during the Related Month equal to the lesser of such insufficiency and the Series 2010-1 Enhancement Amount to the Series 2010-1 Accrued Interest Account to be treated as Interest Collections allocable to the Series 2010-1 Notes on such Distribution Date.

(b) Series 2010-1 Principal Subaccount. If on any Business Day the Series 2010-1 Available Reserve Account Amount is less than the Series 2010-1 Required Reserve Account Amount prior to the occurrence of an Amortization Event with respect to the Series 2010-1 Notes, the Administrator shall instruct the Trustee in writing to withdraw funds in an amount equal to such insufficiency from the Series 2010-1 Principal Subaccount and deposit such amount into the Series 2010-1 Reserve Account. On each Distribution Date, amounts allocated to the Series 2010-1 Principal Subaccount during the Related Month shall be withdrawn from the Series 2010-1 Principal Subaccount and (x) to the extent of the Series 2010-1 Noteholder Principal Allocation Amount as of the related Determination Date, deposited in the Series 2010-1 Distribution Account on the immediately succeeding Distribution Date and used to make principal payments in respect of the Series 2010-1 Notes ratably, without preference of priority of any kind, until the Series 2010-1 Invested Amount is reduced to zero in accordance with Section 4.5(e) and (y) to the extent of the Series 2010-1 CPF Principal Allocation Amount as of the related Determination Date, paid to CPF. Notwithstanding anything to the contrary herein, no funds on deposit in the Series 2010-1 Principal Subaccount shall be paid or distributed to CPF during the Series 2010-1 Rapid Amortization Period.

(c) Past Due Rental Payments. Notwithstanding Section 4.2(a), if after the occurrence of a Series 2010-1 Lease Payment Deficit, the Lessee shall make payments of Monthly Base Rent or other amounts payable by the Lessee under the Group II CPF Lease on or

prior to the fifth Business Day after the occurrence of such Series 2010-1 Lease Payment Deficit (a "Past Due Rent Payment"), the Administrator shall direct the Trustee in writing pursuant to the Group II Administration Agreement to allocate to the Series 2010-1 Collection Account an amount equal to the Series 2010-1 Invested Percentage as of the date of the occurrence of such Series 2010-1 Lease Payment Deficit of the Collections attributable to such Past Due Rent Payment (the "Series 2010-1 Past Due Rent Payment"). The Administrator shall instruct the Trustee in writing pursuant to the Administration Agreement to withdraw from the Series 2010-1 Collection Account and apply the Series 2010-1 Past Due Rent Payment in the following order:

(i) if the occurrence of such Series 2010-1 Lease Payment Deficit resulted in a withdrawal being made from the Series 2010-1 Reserve Account pursuant to Section 4.3(d), deposit in the Series 2010-1 Reserve Account an amount equal to the lesser of (x) the Series 2010-1 Past Due Rent Payment and (y) the excess, if any, of the Series 2010-1 Required Reserve Account Amount over the Series 2010-1 Available Reserve Account Amount on such day;

(ii) if the occurrence of the related Series 2010-1 Lease Payment Deficit resulted in one or more Lease Deficit Disbursements being made under the Series 2010-1 Letters of Credit, pay to each Series 2010-1 Letter of Credit Provider who made such a Lease Deficit Disbursement for application in accordance with the provisions of the applicable Series 2010-1 Reimbursement Agreement an amount equal to the lesser of (x) the unreimbursed amount of such Series 2010-1 Letter of Credit Provider's Lease Deficit Disbursement and (y) such Series 2010-1 Letter of Credit Provider's pro rata share, calculated on the basis of the unreimbursed amount of each Series 2010-1 Letter of Credit Provider's Lease Deficit Disbursement, of the amount of the Series 2010-1 Past Due Rent Payment remaining after payment pursuant to clause (i) above;

(iii) if the occurrence of such Series 2010-1 Lease Payment Deficit resulted in a withdrawal being made from the Series 2010-1 Cash Collateral Account, deposit in the Series 2010-1 Cash Collateral Account an amount equal to the lesser of (x) the amount of the Series 2010-1 Past Due Rent Payment remaining after any payment pursuant to clauses (i) and (ii) above and (y) the amount withdrawn from the Series 2010-1 Cash Collateral Account on account of such Series 2010-1 Lease Payment Deficit;

(iv) allocate to the Series 2010-1 Accrued Interest Account the amount, if any, by which the Series 2010-1 Lease Interest Payment Deficit, if any, relating to such Series 2010-1 Lease Payment Deficit exceeds the amount of the Series 2010-1 Past Due Rent Payment applied pursuant to clauses (i), (ii) and (iii) above; and

(v) treat the remaining amount of the Series 2010-1 Past Due Rent Payment as Principal Collections allocated to the Series 2010-1 Notes in accordance with Section 4.2(a)(ii).

Section 4.3 Payments to Noteholders. On each Determination Date, as provided below, the Administrator shall instruct the Paying Agent in writing pursuant to the Group II Administration Agreement to withdraw, and on the following Distribution Date the Paying Agent, acting in accordance with such instructions, shall withdraw the amounts required to be withdrawn from the Group II Collection Account pursuant to Sections 4.3(a) below in respect of all funds available from Interest Collections processed since the preceding Distribution Date and allocated to the holders of the Series 2010-1 Notes.

(a) Note Interest with respect to the Series 2010-1 Notes. On each Determination Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Group II Administration Agreement as to the amount to be withdrawn and paid pursuant to Section 4.4 from the Series 2010-1 Accrued Interest Account to the extent funds are anticipated to be available from Interest Collections allocable to the Series 2010-1 Notes processed from, but not including, the preceding Distribution Date through the succeeding Distribution Date in respect of (x) first, an amount equal to the Series 2010-1 Monthly Interest for the Series 2010-1 Interest Period ending on the day preceding the related Distribution Date and (y) second, an amount equal to the amount of any unpaid Series 2010-1 Shortfall as of the preceding Distribution Date (together with any accrued interest on such Series 2010-1 Shortfall). On the following Distribution Date, the Trustee shall withdraw the amounts described in the first sentence of this Section 4.3(a) from the Series 2010-1 Accrued Interest Account and deposit such amounts in the Series 2010-1 Distribution Account.

(b) Withdrawals from Series 2010-1 Reserve Account. If the Administrator determines on the Business Day immediately preceding any Distribution Date that the amounts available from the Series 2010-1 Accrued Interest Account will be insufficient to pay the sum of (A) the amounts described in clauses (x) and (y) of Section 4.3(a) above on such Distribution Date and (B) during the Series 2010-1 Rapid Amortization Period, the Series 2010-1 Trustee Fees, the Series 2010-1 Disposition Agent Fees and the Series 2010-1 Back-up Administration Fees for such Distribution Date, the Administrator shall instruct the Trustee in writing to withdraw from the Series 2010-1 Reserve Account and deposit in the Series 2010-1 Distribution Account on such Business Day an amount equal to the lesser of the Series 2010-1 Available Reserve Account Amount and such insufficiency. The Trustee shall withdraw such amount from the Series 2010-1 Reserve Account and deposit such amount in the Series 2010-1 Distribution Account on the Business Day immediately preceding such Distribution Date.

(c) Lease Payment Deficit Notice. On or before 3:00 p.m. (New York City time) on the Business Day immediately preceding each Distribution Date, the Administrator shall notify the Trustee of the amount of any Series 2010-1 Lease Payment Deficit, such notification to be in the form of Exhibit B to this Series Supplement (each a "Lease Payment Deficit Notice").

(d) Draws on Series 2010-1 Letters of Credit For Series 2010-1 Lease Interest Payment Deficits. If the Administrator determines on the Business Day immediately preceding any Distribution Date that on such Distribution Date there will exist a Series 2010-1 Lease Interest Payment Deficit, the Administrator shall, on or prior to 3:00 p.m.

(New York City time) on such Business Day, instruct the Trustee in writing to draw on the Series 2010-1 Letters of Credit, if any, and, the Trustee shall, by 5:00 p.m. (New York City time) on such Business Day, draw an amount (identified by the Administrator) equal to the least of (i) such Series 2010-1 Lease Interest Payment Deficit, (ii) the excess, if any, of the sum of (A) the amounts described in clauses (x) and (y) of Section 4.3(a) above for such Distribution Date and (B) during the Series 2010-1 Rapid Amortization Period, the Series 2010-1 Trustee Fees, the Series 2010-1 Disposition Agent Fees and the Series 2010-1 Back-up Administration Fees for such Distribution Date over the amounts available from the Series 2010-1 Accrued Interest Account plus the amount withdrawn from the Series 2010-1 Reserve Account pursuant to Section 4.3(b) on such Distribution Date and (iii) the Series 2010-1 Letter of Credit Liquidity Amount, on the Series 2010-1 Letters of Credit by presenting to each Series 2010-1 Letter of Credit Provider a draft accompanied by a Certificate of Lease Deficit Demand and shall cause the Lease Deficit Disbursements to be deposited in the Series 2010-1 Distribution Account on the Business Day immediately preceding such Distribution Date for distribution in accordance with Section 4.4; provided, however, that if the Series 2010-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2010-1 Cash Collateral Account and deposit in the Series 2010-1 Distribution Account an amount equal to the lesser of (x) the Series 2010-1 Cash Collateral Percentage on such date of the least of the amounts described in clauses (i), (ii) and (iii) above and (y) the Series 2010-1 Available Cash Collateral Account Amount on such date and draw an amount equal to the remainder of such amount on the Series 2010-1 Letters of Credit.

(e) Balance. On or prior to the second Business Day preceding each Distribution Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Group II Administration Agreement to pay the balance (after making the payments required in Section 4.3(a)), if any, of the amounts available from the Series 2010-1 Accrued Interest Account as follows:

(i) first, to the Administrator, an amount equal to the Series 2010-1 Invested Percentage as of the beginning of such Series 2010-1 Interest Period of the Monthly Administration Fee payable by CPF (as specified in Section 5 of the Group II Administration Agreement) for such Series 2010-1 Interest Period;

(ii) second, during the Series 2010-1 Rapid Amortization Period, to the Group II Disposition Agent and/or the Group II Back-up Administrator, any Series 2010-1 Disposition Agent Fees and/or Series 2010-1 Back-up Administration Fees remaining unpaid after application of the Monthly Administration Fee pursuant to the Group II Back-up Administration Agreement;

(iii) third, to the Trustee, an amount equal to the Series 2010-1 Percentage as of the beginning of such Series 2010-1 Interest Period of the Trustee's fees for such Series 2010-1 Interest Period;

(iv) fourth, to pay any Carrying Charges (other than Carrying Charges provided for above) to the Persons to whom such amounts are owed, an amount equal to the Series 2010-1 Percentage as of the beginning of such Series 2010-1

Interest Period of such Carrying Charges (other than Carrying Charges provided for above) for such Series 2010-1 Interest Period; and

(v) fifth, the balance, if any, shall be treated as Principal Collections allocable to the Series 2010-1 Notes.

(f) Shortfalls. If the amounts described in Section 4.3 are insufficient to pay the Series 2010-1 Monthly Interest on any Distribution Date, payments of interest to the Series 2010-1 Noteholders will be reduced on a pro rata basis by the amount of such deficiency. The aggregate amount, if any, of such deficiency on any Distribution Date shall be referred to as the "Series 2010-1 Shortfall." Interest shall accrue on the Series 2010-1 Shortfall at the Series 2010-1 Note Rate.

Section 4.4 Payment of Note Interest. On each Distribution Date, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay to the Series 2010-1 Noteholders from the Series 2010-1 Distribution Account the amount due to the Series 2010-1 Noteholders deposited in the Series 2010-1 Distribution Account pursuant to Section 4.3.

Section 4.5 Payment of Note Principal. (a) Monthly Principal Payments. On each Determination Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Group II Administration Agreement and in accordance with this Section 4.5 as to (i) the amount allocated to the Series 2010-1 Notes during the Related Month pursuant to Section 4.2(a)(ii) on or prior to such Determination Date less the sum of (x) the amount thereof constituting the Series 2010-1 CPF Principal Allocation Amount for such Determination Date and payable to CPF pursuant to Section 4.2(b) on the related Distribution Date and (y) the amount thereof withdrawn from the Series 2010-1 Principal Subaccount and deposited into the Series 2010-1 Reserve Account pursuant to Section 4.2(b) on or prior to such Determination Date (the "Monthly Principal Payment Amount"), (ii) any amounts to be withdrawn from the Series 2010-1 Reserve Account and deposited into the Series 2010-1 Distribution Account or (iii) any amounts to be drawn on the Series 2010-1 Demand Notes and/or on the Series 2010-1 Letters of Credit (or withdrawn from the Series 2010-1 Cash Collateral Account). On the Distribution Date following each such Determination Date, the Trustee shall withdraw the Monthly Principal Payment Amount from the Series 2010-1 Principal Subaccount and deposit such amount in the Series 2010-1 Distribution Account, to be paid to the holders of the Series 2010-1 Notes.

(b) Reserved.

(c) Principal Deficit Amount. On each Distribution Date on which the Series 2010-1 Principal Deficit Amount is greater than zero or the Administrator determines that there

exists a Series 2010-1 Lease Principal Payment Deficit, amounts shall be transferred to the Series 2010-1 Distribution Account as follows:

(i) Reserve Account Withdrawal. The Administrator shall instruct the Trustee in writing prior to 3:00 p.m. (New York City time) on the Business Day immediately preceding such Distribution Date, in the case of a Series 2010-1 Lease Principal Payment Deficit or a Series 2010-1 Principal Deficit Amount resulting from a Series 2010-1 Lease Payment Deficit, or prior to 12:00 noon (New York City time) on the second Business Day prior to such Distribution Date, in the case of any other Series 2010-1 Principal Deficit Amount, to withdraw from the Series 2010-1 Reserve Account, an amount equal to the lesser of (x) the Series 2010-1 Available Reserve Account Amount and (y) the greater of (1) such Series 2010-1 Principal Deficit Amount and (2) such Series 2010-1 Lease Principal Payment Deficit and deposit it in the Series 2010-1 Distribution Account on such Business Day.

(ii) Principal Draws on Series 2010-1 Letters of Credit. If the Administrator determines on the Business Day immediately preceding any Distribution Date that on such Distribution Date there will exist a Series 2010-1 Lease Principal Payment Deficit, the Administrator, on or prior to 3:00 p.m. (New York City time) on such Business Day, shall instruct the Trustee in writing to draw on the Series 2010-1 Letters of Credit, if any, as provided below. Upon receipt of a notice by the Trustee from the Administrator in respect of a Series 2010-1 Lease Principal Payment Deficit on or prior to 3:00 p.m. (New York City time) on the Business Day immediately preceding a Distribution Date, the Trustee shall, by 5:00 p.m. (New York City time) on such Business Day draw an amount as set forth in such notice equal to the lesser of (i) the amount by which the Series 2010-1 Lease Principal Payment Deficit on such Distribution Date exceeds the amount to be deposited in the Series 2010-1 Distribution Account in accordance with clause (i) of this Section 4.5(c) and (ii) the Series 2010-1 Letter of Credit Liquidity Amount on the Series 2010-1 Letters of Credit by presenting to each Series 2010-1 Letter of Credit Provider a draft accompanied by a Certificate of Lease Deficit Demand and shall cause the Lease Deficit Disbursements to be deposited in the Series 2010-1 Distribution Account on such Distribution Date; provided, however, that if the Series 2010-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2010-1 Cash Collateral Account and deposit in the Series 2010-1 Distribution Account an amount equal to the lesser of (x) the Series 2010-1 Cash Collateral Percentage on such date of the lesser of the amounts described in clauses (i) and (ii) above and (y) the Series 2010-1 Available Cash Collateral Account Amount on such date and draw an amount equal to the remainder of such amount on the Series 2010-1 Letters of Credit.

(iii) Demand Note Draw. If on any Determination Date, the Administrator determines that the Series 2010-1 Principal Deficit Amount on the next succeeding Distribution Date (even assuming that there is no Series 2010-1 Lease Principal Payment Deficit on such Distribution Date) will be greater than zero and there are any Series 2010-1 Letters of Credit on such date or amounts on deposit in the Series 2010-1 Cash Collateral Account, prior to 10:00 a.m. (New York City time) on the second Business Day prior to such Distribution Date, the Administrator shall instruct the Trustee in writing to make a demand (a "Demand Notice") substantially in the form attached hereto

as Exhibit C on the Demand Note Issuer demanding payment of an amount equal to the lesser of (A) the Series 2010-1 Principal Deficit Amount less the amount to be deposited in the Series 2010-1 Distribution Account in accordance with clause (i) and, if applicable, clause (ii), of this Section 4.5(c) on such Distribution Date and (B) the Series 2010-1 Letter of Credit Amount. The Trustee shall, prior to 12:00 noon (New York City time) on the second Business Day preceding such Distribution Date, deliver such Demand Notice to the Demand Note Issuer; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to the Demand Note Issuer shall have occurred and be continuing, the Trustee shall not be required to deliver such Demand Notice to the Demand Note Issuer. The Trustee shall cause the proceeds of any demand on the Series 2010-1 Demand Note to be deposited into the Series 2010-1 Distribution Account.

(iv) Letter of Credit Draw. In the event that either (x) on or prior to 10:00 a.m. (New York City time) on the Business Day prior to a Distribution Date, the Demand Note Issuer shall have failed to pay to the Trustee or deposit in the Series 2010-1 Distribution Account the amount specified in a Demand Notice delivered pursuant to clause (iii) of this Section 4.5(c) in whole or in part or (y) due to the occurrence of an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to the Demand Note Issuer, the Trustee shall not have delivered such Demand Notice to the Demand Note Issuer on the second Business Day preceding such Distribution Date, then, in the case of (x) or (y) the Trustee shall on such Business Day draw on the Series 2010-1 Letters of Credit an amount equal to the lesser of (i) Series 2010-1 Letter of Credit Amount and (ii) the aggregate amount that the Demand Note Issuer failed to pay under the Series 2010-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) by presenting to each Series 2010-1 Letter of Credit Provider a draft accompanied by a Certificate of Unpaid Demand Note Demand; provided, however, that if the Series 2010-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2010-1 Cash Collateral Account and deposit in the Series 2010-1 Distribution Account an amount equal to the lesser of (x) the Series 2010-1 Cash Collateral Percentage on such Business Day of the aggregate amount that the Demand Note Issuer failed to pay under the Series 2010-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) and (y) the Series 2010-1 Available Cash Collateral Account Amount on such Business Day and draw an amount equal to the remainder of the aggregate amount that the Demand Note Issuer failed to pay under the Series 2010-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) on the Series 2010-1 Letters of Credit. The Trustee shall deposit into, or cause the deposit of, the proceeds of any draw on the Series 2010-1 Letters of Credit and the proceeds of any withdrawal from the Series 2010-1 Cash Collateral Account to be deposited in the Series 2010-1 Distribution Account on such Distribution Date.

(d) Series 2010-1 Termination Date. The entire Series 2010-1 Invested Amount shall be due and payable on the Series 2010-1 Termination Date. In connection therewith:



(i) Reserve Account Withdrawal. If, after giving effect to the deposit into the Series 2010-1 Distribution Account of the amount to be deposited in accordance with Section 4.5(a), together with any amounts to be deposited therein in accordance with Section 4.5(c) on the Series 2010-1 Termination Date, the amount to be deposited in the Series 2010-1 Distribution Account with respect to the Series 2010-1 Termination Date is or will be less than the Series 2010-1 Invested Amount, then, prior to 12:00 noon (New York City time) on the second Business Day prior to the Series 2010-1 Termination Date, the Administrator shall instruct the Trustee in writing to withdraw from the Series 2010-1 Reserve Account, an amount equal to the lesser of the Series 2010-1 Available Reserve Account Amount and such insufficiency and deposit it in the Series 2010-1 Distribution Account on the Series 2010-1 Termination Date.

(ii) Demand Note Draw. If the amount to be deposited in the Series 2010-1 Distribution Account in accordance with Section 4.5(a) together with any amounts to be deposited therein in accordance with Section 4.5(c) and Section 4.5(d)(i) on the Series 2010-1 Termination Date is less than the Series 2010-1 Invested Amount, and there are any Series 2010-1 Letters of Credit on such date or amounts on deposit in the Series 2010-1 Cash Collateral Account, then, prior to 10:00 a.m. (New York City time) on the second Business Day prior to the Series 2010-1 Termination Date, the Administrator shall instruct the Trustee in writing to deliver a Demand Notice to the Demand Note Issuer for payment under the Series 2010-1 Demand Notes in an amount equal to the lesser of (i) such insufficiency and (ii) the Series 2010-1 Letter of Credit Amount. The Trustee shall, prior to 12:00 noon (New York City time) on the second Business Day preceding the Series 2010-1 Termination Date, deliver such Demand Notice to the Demand Note Issuer; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to the Demand Note Issuer shall have occurred and be continuing, the Trustee shall not be required to deliver such Demand Notice to the Demand Note Issuer. The Trustee shall cause the proceeds of any demand on the Series 2010-1 Demand Notes to be deposited into the Series 2010-1 Distribution Account.

(iii) Letter of Credit Draw. In the event that either (x) on or prior to 10:00 a.m. (New York City time) on the Business Day immediately preceding any Distribution Date next succeeding any date on which a Demand Notice has been transmitted by the Trustee to the Demand Note Issuer pursuant to clause (ii) of this Section 4.5(d) the Demand Note Issuer shall have failed to pay to the Trustee or deposit into the Series 2010-1 Distribution Account the amount specified in such Demand Notice in whole or in part or (y) due to the occurrence of an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to the Demand Note Issuer, the Trustee shall not have delivered such Demand Notice to the Demand Note Issuer on the second Business Day preceding the Series 2010-1 Termination Date, then, in the case of (x) or (y) the Trustee shall draw on the Series 2010-1 Letters of Credit by 12:00 noon (New York City time) on such Business Day an amount equal to the lesser of (a) the amount that the Demand Note Issuer failed to pay under the Series 2010-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) and (b) the Series 2010-1 Letter of

Credit Amount on such Business Day by presenting to each Series 2010-1 Letter of Credit Provider a draft accompanied by a Certificate of Unpaid Demand Note Demand; provided, however, that if the Series 2010-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2010-1 Cash Collateral Account and deposit in the Series 2010-1 Distribution Account an amount equal to the lesser of (x) the Series 2010-1 Cash Collateral Percentage on such Business Day of the amount that the Demand Note Issuer failed to pay under the Series 2010-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) and (y) the Series 2010-1 Available Cash Collateral Account Amount on such Business Day and draw an amount equal to the remainder of the amount that the Demand Note Issuer failed to pay under the Series 2010-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) on the Series 2010-1 Letters of Credit. The Trustee shall deposit, or cause the deposit of, the proceeds of any draw on the Series 2010-1 Letters of Credit and the proceeds of any withdrawal from the Series 2010-1 Cash Collateral Account to be deposited in the Series 2010-1 Distribution Account on such Distribution Date.

(e) Distribution. On each Distribution Date, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay pro rata to each Series 2010-1 Noteholder from the Series 2010-1 Distribution Account the amount deposited therein pursuant to Section 4.5(a), (c) and/or (d).

Section 4.6 Administrator's Failure to Instruct the Trustee to Make a Deposit or Payment. If the Administrator fails to give notice or instructions to make any payment from the Group II Collection Account or deposit into the Collection Account (which amount is to be further credited to the Group II Collection Account) or the Group II Collection Account required to be given by the Administrator, at the time specified in the Group II Administration Agreement or any other Series 2010-1 Related Document (including applicable grace periods), the Trustee shall make such payment or deposit into or from the Collection Account or Group II Collection Account, as the case may be, without such notice or instruction from the Administrator, provided that the Administrator, upon request of the Trustee, promptly provides the Trustee with all information necessary to allow the Trustee to make such a payment or deposit. When any payment or deposit hereunder or under any other Series 2010-1 Related Document is required to be made by the Trustee or the Paying Agent at or prior to a specified time, the Administrator shall deliver any applicable written instructions with respect thereto reasonably in advance of such specified time.

Section 4.7 Series 2010-1 Reserve Account.

(a) Establishment of Series 2010-1 Reserve Account. CPF shall establish and maintain in the name of the Trustee for the benefit of the Series 2010-1 Noteholders, or cause to be established and maintained, an account (the "Series 2010-1 Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the

Series 2010-1 Noteholders. The Series 2010-1 Reserve Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2010-1 Reserve Account; provided that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below “Baa2” by Moody’s, then CPF shall, within 30 days of such reduction, establish a new Series 2010-1 Reserve Account with a new Qualified Institution. If the Series 2010-1 Reserve Account is not maintained in accordance with the previous sentence, CPF shall establish a new Series 2010-1 Reserve Account, within ten (10) Business Days after obtaining knowledge of such fact, which complies with such sentence, and shall instruct the Trustee in writing to transfer all cash and investments from the non-qualifying Series 2010-1 Reserve Account into the new Series 2010-1 Reserve Account. Initially, the Series 2010-1 Reserve Account shall be established with The Bank of New York Mellon Trust Company, N.A.; provided that if the Series 2010-1 Reserve Account is established with any other institution, CPF shall cause such institution to enter into an agreement in form and substance reasonably satisfactory to the Trustee establishing “control” within the meaning of Section 8-106 of the New York UCC by the Trustee over the Series 2010-1 Reserve Account, including agreements by such institution to (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2010-1 Reserve Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2010-1 Reserve Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(b) Administration of the Series 2010-1 Reserve Account. The Administrator may instruct the institution maintaining the Series 2010-1 Reserve Account to invest funds on deposit in the Series 2010-1 Reserve Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2010-1 Reserve Account is held with the Paying Agent, then such investment may mature on such Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2010-1 Reserve Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Securities Intermediary; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Securities Intermediary pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Securities Intermediary by causing the Securities Intermediary to become the registered holder of such securities. The Trustee shall, at the expense of CPF, take such action as is required to maintain the Trustee’s security interest in the Permitted Investments credited to the Series 2010-1 Reserve Account. CPF shall not direct the Trustee to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the purchase price of such Permitted Investments. In the absence of

written investment instructions hereunder, funds on deposit in the Series 2010-1 Reserve Account shall remain uninvested.

(c) Earnings from Series 2010-1 Reserve Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2010-1 Reserve Account shall be deemed to be on deposit therein and available for distribution.

(d) Series 2010-1 Reserve Account Constitutes Additional Collateral for Series 2010-1 Notes. In order to secure and provide for the repayment and payment of the Note Obligations with respect to the Series 2010-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2010-1 Noteholders, all of CPF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2010-1 Reserve Account, including any security entitlement thereto; (ii) all funds on deposit therein from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the Series 2010-1 Reserve Account or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in the Series 2010-1 Reserve Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2010-1 Reserve Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the "Series 2010-1 Reserve Account Collateral"). The Trustee shall possess all right, title and interest in and to all funds on deposit from time to time in the Series 2010-1 Reserve Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2010-1 Reserve Account. The Series 2010-1 Reserve Account Collateral shall be under the sole dominion and control of the Trustee for the benefit of the Series 2010-1 Noteholders. The Securities Intermediary hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2010-1 Reserve Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2010-1 Reserve Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(e) Preference Amount Withdrawals from the Series 2010-1 Reserve Account or the Series 2010-1 Cash Collateral Account. If a Series 2010-1 Noteholder notifies the Trustee in writing of the existence of a Preference Amount, then, subject to the satisfaction of the conditions set forth in the next succeeding sentence, on the Business Day on which those conditions are first satisfied, the Trustee shall withdraw from either (x) on or prior to the Series 2010-1 Letter of Credit Termination Date, the Series 2010-1 Reserve Account or (y) after the Series 2010-1 Letter of Credit Termination Date, the Series 2010-1 Cash Collateral Account and pay to such Series 2010-1 Noteholder an amount equal to such Preference Amount. Prior to any withdrawal from the Series 2010-1 Reserve Account or the Series 2010-1 Cash Collateral Account pursuant to this Section 4.7(e), the Trustee shall have received (i) a certified copy of the order requiring the return of such Preference Amount; (ii) an opinion of counsel satisfactory to

the Trustee that such order is final and not subject to appeal; and (iii) a release as to any claim against CPF by the Series 2010-1 Noteholder for any amount paid in respect of such Preference Amount. On the Business Day after the Series 2010-1 Letter of Credit Termination Date, the Trustee shall transfer the amount on deposit in the Series 2010-1 Reserve Account to the Series 2010-1 Cash Collateral Account.

(f) Series 2010-1 Reserve Account Surplus. In the event that the Series 2010-1 Reserve Account Surplus on any Distribution Date, after giving effect to all withdrawals from the Series 2010-1 Reserve Account, is greater than zero, the Trustee, acting in accordance with the written instructions of the Administrator pursuant to the Group II Administration Agreement, shall withdraw from the Series 2010-1 Reserve Account an amount equal to the Series 2010-1 Reserve Account Surplus and shall pay such amount to CPF.

(g) Termination of Series 2010-1 Reserve Account. Upon the termination of the Indenture pursuant to Section 11.1 of the Base Indenture, the Trustee, acting in accordance with the written instructions of the Administrator, after the prior payment of all amounts owing to the Series 2010-1 Noteholders and payable from the Series 2010-1 Reserve Account as provided herein, shall withdraw from the Series 2010-1 Reserve Account all amounts on deposit therein for payment to CPF.

Section 4.8 Series 2010-1 Letters of Credit and Series 2010-1 Cash Collateral Account.

(a) Series 2010-1 Letters of Credit and Series 2010-1 Cash Collateral Account Constitute Additional Collateral for Series 2010-1 Notes. In order to secure and provide for the repayment and payment of the Note Obligations with respect to the Series 2010-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2010-1 Noteholders, all of CPF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) each Series 2010-1 Letter of Credit; (ii) the Series 2010-1 Cash Collateral Account, including any security entitlement thereto; (iii) all funds on deposit in the Series 2010-1 Cash Collateral Account from time to time; (iv) all certificates and instruments, if any, representing or evidencing any or all of the Series 2010-1 Cash Collateral Account or the funds on deposit therein from time to time; (v) all investments made at any time and from time to time with monies in the Series 2010-1 Cash Collateral Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (vi) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2010-1 Cash Collateral Account, the funds on deposit therein from time to time or the investments made with such funds; and (vii) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (ii) through (vii) are referred to, collectively, as the "Series 2010-1 Cash Collateral Account Collateral"). The Trustee shall, for the benefit of the Series 2010-1 Noteholders, possess all right, title and interest in all funds on deposit from time to time in the Series 2010-1 Cash Collateral Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2010-1 Cash Collateral Account. The Series

2010-1 Cash Collateral Account shall be under the sole dominion and control of the Trustee for the benefit of the Series 2010-1 Noteholders. The Securities Intermediary hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2010-1 Cash Collateral Account; (ii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2010-1 Cash Collateral Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iii) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(b) Series 2010-1 Letter of Credit Expiration Date. If prior to the date which is ten (10) days prior to the then scheduled Series 2010-1 Letter of Credit Expiration Date with respect to any Series 2010-1 Letter of Credit, excluding the amount available to be drawn under such Series 2010-1 Letter of Credit but taking into account each substitute Series 2010-1 Letter of Credit which has been obtained from a Series 2010-1 Eligible Letter of Credit Provider and is in full force and effect on such date, the Series 2010-1 Enhancement Amount would be equal to or more than the Series 2010-1 Required Enhancement Amount and the Series 2010-1 Liquidity Amount would be equal to or greater than the Series 2010-1 Required Liquidity Amount, then the Administrator shall notify the Trustee in writing no later than two Business Days prior to such Series 2010-1 Letter of Credit Expiration Date of such determination. If prior to the date which is ten (10) days prior to the then scheduled Series 2010-1 Letter of Credit Expiration Date with respect to any Series 2010-1 Letter of Credit, excluding the amount available to be drawn under such Series 2010-1 Letter of Credit but taking into account a substitute Series 2010-1 Letter of Credit which has been obtained from a Series 2010-1 Eligible Letter of Credit Provider and is in full force and effect on such date, the Series 2010-1 Enhancement Amount would be less than the Series 2010-1 Required Enhancement Amount or the Series 2010-1 Liquidity Amount would be less than the Series 2010-1 Required Liquidity Amount, then the Administrator shall notify the Trustee in writing no later than two Business Days prior to such Series 2010-1 Letter of Credit Expiration Date of (x) the greater of (A) the excess, if any, of the Series 2010-1 Required Enhancement Amount over the Series 2010-1 Enhancement Amount, excluding the available amount under such expiring Series 2010-1 Letter of Credit but taking into account any substitute Series 2010-1 Letter of Credit which has been obtained from a Series 2010-1 Eligible Letter of Credit Provider and is in full force and effect, on such date, and (B) the excess, if any, of the Series 2010-1 Required Liquidity Amount over the Series 2010-1 Liquidity Amount, excluding the available amount under such expiring Series 2010-1 Letter of Credit but taking into account any substitute Series 2010-1 Letter of Credit which has been obtained from a Series 2010-1 Eligible Letter of Credit Provider and is in full force and effect, on such date, and (y) the amount available to be drawn on such expiring Series 2010-1 Letter of Credit on such date. Upon receipt of such notice by the Trustee on or prior to 10:00 a.m. (New York City time) on any Business Day, the Trustee shall, by 12:00 p.m. (New York City time) on such Business Day (or, in the case of any notice given to the Trustee after 10:00 a.m. (New York City time), by 12:00 p.m. (New York City time) on the next following Business Day), draw the lesser of the amounts set forth in clauses (x) and (y) above on such expiring Series 2010-1 Letter of Credit by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2010-1 Cash Collateral Account.

If the Trustee does not receive the notice from the Administrator described in the first paragraph of this Section 4.8(b) on or prior to the date that is two (2) Business Days prior to each Series 2010-1 Letter of Credit Expiration Date, the Trustee shall, by 5:00 p.m. (New York City time) on such Business Day draw the full amount of such Series 2010-1 Letter of Credit by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2010-1 Cash Collateral Account.

(c) Series 2010-1 Letter of Credit Providers. The Administrator shall notify the Trustee in writing within one Business Day of becoming aware that (i) the long-term senior unsecured debt credit rating of any Series 2010-1 Letter of Credit Provider has fallen below “A1” as determined by Moody’s or (ii) the short-term senior unsecured debt credit rating of any Series 2010-1 Letter of Credit Provider has fallen below “P-1” as determined by Moody’s. At such time the Administrator shall also notify the Trustee of (i) the greater of (A) the excess, if any, of the Series 2010-1 Required Enhancement Amount over the Series 2010-1 Enhancement Amount, excluding the available amount under the Series 2010-1 Letter of Credit issued by such Series 2010-1 Letter of Credit Provider, on such date, and (B) the excess, if any, of the Series 2010-1 Required Liquidity Amount over the Series 2010-1 Liquidity Amount, excluding the available amount under such Series 2010-1 Letter of Credit, on such date, and (ii) the amount available to be drawn on such Series 2010-1 Letter of Credit on such date. Upon receipt of such notice by the Trustee on or prior to 10:00 a.m. (New York City time) on any Business Day, the Trustee shall, by 12:00 p.m. (New York City time) on such Business Day (or, in the case of any notice given to the Trustee after 10:00 a.m. (New York City time), by 12:00 p.m. (New York City time) on the next following Business Day), draw on such Series 2010-1 Letter of Credit in an amount equal to the lesser of the amounts in clause (i) and clause (ii) of the immediately preceding sentence on such Business Day by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2010-1 Cash Collateral Account.

(d) Draws on the Series 2010-1 Letters of Credit. If there is more than one Series 2010-1 Letter of Credit on the date of any draw on the Series 2010-1 Letters of Credit pursuant to the terms of this Series Supplement, the Administrator shall instruct the Trustee, in writing, to draw on each Series 2010-1 Letter of Credit in an amount equal to the Pro Rata Share of the Series 2010-1 Letter of Credit Provider issuing such Series 2010-1 Letter of Credit of the amount of such draw on the Series 2010-1 Letters of Credit.

(e) Establishment of Series 2010-1 Cash Collateral Account. On or prior to the Series 2010-1 Closing Date, CPF shall establish and maintain in the name of the Trustee for the benefit of the Series 2010-1 Noteholders, or cause to be established and maintained, an account (the “Series 2010-1 Cash Collateral Account”), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2010-1 Noteholders. The Series 2010-1 Cash Collateral Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2010-1 Cash Collateral Account; provided that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below “Baa3” by Moody’s, then CPF shall, within 30 days of such reduction, establish a new Series 2010-1 Cash Collateral Account with a

new Qualified Institution or a new segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2010-1 Cash Collateral Account. If a new Series 2010-1 Cash Collateral Account is established, CPF shall instruct the Trustee in writing to transfer all cash and investments from the non-qualifying Series 2010-1 Cash Collateral Account into the new Series 2010-1 Cash Collateral Account. Initially, the Series 2010-1 Cash Collateral Account shall be established with The Bank of New York Mellon Trust Company, N.A.; provided that if the Series 2010-1 Cash Collateral Account is established with any other institution, CPF shall cause such institution to enter into an agreement in form and substance reasonably satisfactory to the Trustee establishing “control” within the meaning of Section 8-106 of the New York UCC by the Trustee over the Series 2010-1 Cash Collateral Account, including agreements by such institution to (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2010-1 Cash Collateral Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2010-1 Cash Collateral Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(f) Administration of the Series 2010-1 Cash Collateral Account. CPF may instruct (by standing instructions or otherwise) the institution maintaining the Series 2010-1 Cash Collateral Account to invest funds on deposit in the Series 2010-1 Cash Collateral Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2010-1 Cash Collateral Account is held with the Paying Agent, in which case such investment may mature on such Distribution Date so long as such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2010-1 Cash Collateral Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Securities Intermediary; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Securities Intermediary pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Securities Intermediary by causing the Trustee to become the registered holder of such securities. The Securities Intermediary shall, at the expense of CPF, take such action as is required to maintain the Trustee’s security interest in the Permitted Investments credited to the Series 2010-1 Cash Collateral Account. CPF shall not direct the Securities Intermediary to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of principal of such Permitted Investment. In the absence of written investment instructions hereunder, funds on deposit in the Series 2010-1 Cash Collateral Account shall remain uninvested.

(g) Earnings from Series 2010-1 Cash Collateral Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2010-1 Cash Collateral Account shall be deemed to be on deposit therein and available for distribution.



(h) Series 2010-1 Cash Collateral Account Surplus. In the event that the Series 2010-1 Cash Collateral Account Surplus on any Distribution Date (or, after the Series 2010-1 Letter of Credit Termination Date, on any date) is greater than zero, the Trustee, acting in accordance with the written instructions of the Administrator, shall withdraw from the Series 2010-1 Cash Collateral Account an amount equal to the Series 2010-1 Cash Collateral Account Surplus and shall pay such amount: first, to the Series 2010-1 Letter of Credit Providers to the extent of any unreimbursed drawings under the related Series 2010-1 Reimbursement Agreement, for application in accordance with the provisions of the related Series 2010-1 Reimbursement Agreement, and, second, to CPF any remaining amount.

(i) Termination of Series 2010-1 Cash Collateral Account. Upon the termination of this Series Supplement in accordance with its terms, the Trustee, acting in accordance with the written instructions of the Administrator, after the prior payment of all amounts owing to the Series 2010-1 Noteholders and payable from the Series 2010-1 Cash Collateral Account as provided herein, shall withdraw from the Series 2010-1 Cash Collateral Account all amounts on deposit therein (to the extent not withdrawn pursuant to Section 4.8(h) above) and shall pay such amounts: first, to the Series 2010-1 Letter of Credit Providers to the extent of any unreimbursed drawings under the related Series 2010-1 Reimbursement Agreement, for application in accordance with the provisions of the related Series 2010-1 Reimbursement Agreement, and, second, to CPF any remaining amount.

(j) Termination Date Demands on the Series 2010-1 Letters of Credit. Prior to 10:00 a.m. (New York City time) on the Business Day immediately succeeding the Series 2010-1 Letter of Credit Termination Date, the Administrator shall determine the Series 2010-1 Demand Note Payment Amount as of the Series 2010-1 Letter of Credit Termination Date. If the Series 2010-1 Demand Note Payment Amount is greater than zero, then the Administrator shall instruct the Trustee in writing to draw on the Series 2010-1 Letters of Credit prior to 11:00 a.m. (New York City time) on such Business Day. Upon receipt of any such notice by the Trustee on or prior to 11:00 a.m. (New York City time) on a Business Day, the Trustee shall, by 12:00 noon (New York City time) on such Business Day draw an amount equal to the lesser of (i) the excess of the Series 2010-1 Demand Note Payment Amount over the Series 2010-1 Available Reserve Account Amount (prior to giving effect to any transfer to the Series 2010-1 Cash Collateral Account pursuant to Section 4.7(e) on such date) and (ii) the Series 2010-1 Letter of Credit Liquidity Amount on the Series 2010-1 Letters of Credit by presenting to each Series 2010-1 Letter of Credit Provider a draft accompanied by a Certificate of Termination Date Demand; provided, however, that if the Series 2010-1 Cash Collateral Account has been established and funded, the Trustee shall draw an amount equal to the product of (a) 100% minus the Series 2010-1 Cash Collateral Percentage and (b) the lesser of the amounts referred to in clause (i) or (ii) on such Business Day on the Series 2010-1 Letters of Credit as calculated by the Administrator and provided in writing to the Trustee. The Trustee shall cause the Termination Date Disbursement to be deposited in the Series 2010-1 Cash Collateral Account.

Section 4.9 Series 2010-1 Distribution Account.

(a) Establishment of Series 2010-1 Distribution Account. The Trustee shall establish and maintain in the name of the Trustee for the benefit of the Series 2010-1 Noteholders, or cause to be established and maintained, an account (the “Series 2010-1 Distribution Account”), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2010-1 Noteholders. The Series 2010-1 Distribution Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2010-1 Distribution Account; provided that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below “Baa3” by Moody’s, then CPF shall, within 30 days of such reduction, establish a new Series 2010-1 Distribution Account with a new Qualified Institution. If the Series 2010-1 Distribution Account is not maintained in accordance with the previous sentence, CPF shall establish a new Series 2010-1 Distribution Account, within ten (10) Business Days after obtaining knowledge of such fact, which complies with such sentence, and shall instruct the Trustee in writing to transfer all cash and investments from the non-qualifying Series 2010-1 Distribution Account into the new Series 2010-1 Distribution Account. Initially, the Series 2010-1 Distribution Account shall be established with The Bank of New York Mellon Trust Company, N.A.; provided that if the Series 2010-1 Distribution Account is established with any other institution, CPF shall cause such institution to enter into an agreement in form and substance reasonably satisfactory to the Trustee establishing “control” within the meaning of Section 8-106 of the New York UCC by the Trustee over the Series 2010-1 Distribution Account, including agreements by such institution to (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2010-1 Distribution Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2010-1 Cash Collateral Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

(b) Administration of the Series 2010-1 Distribution Account. The Administrator may instruct the institution maintaining the Series 2010-1 Distribution Account to invest funds on deposit in the Series 2010-1 Distribution Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2010-1 Distribution Account is held with the Paying Agent, then such investment may mature on such Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2010-1 Distribution Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Securities Intermediary; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Securities Intermediary pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall

be delivered to the Securities Intermediary by causing the Securities Intermediary to become the registered holder of such securities. The Trustee shall, at the expense of CPF, take such action as is required to maintain the Trustee's security interest in the Permitted Investments credited to the Series 2010-1 Distribution Account. CPF shall not direct the Trustee to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the purchase price of such Permitted Investments. In the absence of written investment instructions hereunder, funds on deposit in the Series 2010-1 Distribution Account shall remain uninvested.

(c) Earnings from Series 2010-1 Distribution Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2010-1 Distribution Account shall be deemed to be on deposit and available for distribution.

(d) Series 2010-1 Distribution Account and Certain Other Accounts Constitute Additional Collateral for Series 2010-1 Notes. In order to secure and provide for the repayment and payment of the Note Obligations with respect to the Series 2010-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2010-1 Noteholders, all of CPF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2010-1 Distribution Account, the Series 2010-1 Collection Account, the Series 2010-1 Principal Subaccount and the Series 2010-1 Accrued Interest Account, including in each case, any security entitlement thereto; (ii) all funds on deposit in the foregoing accounts from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the foregoing accounts or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in any of the foregoing accounts, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any of the foregoing accounts, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the "Series 2010-1 Other Account Collateral"). The Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Series 2010-1 Distribution Account, the Series 2010-1 Collection Account, the Series 2010-1 Principal Subaccount and the Series 2010-1 Accrued Interest Account and in and to all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the foregoing accounts. The Series 2010-1 Other Account Collateral shall be under the sole dominion and control of the Trustee for the benefit of the Series 2010-1 Noteholders. The Securities Intermediary hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2010-1 Distribution Account, the Series 2010-1 Collection Account, the Series 2010-1 Principal Subaccount and the Series 2010-1 Accrued Interest Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to any of the foregoing accounts shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee without further consent of CPF.

Section 4.10 Series 2010-1 Accounts Permitted Investments. CPF shall not, and shall not permit, funds on deposit in the Series 2010-1 Accounts to be invested in:

- (a) Permitted Investments that do not mature at least one Business Day before the next Distribution Date;
- (b) demand deposits, time deposits or certificates of deposit with a maturity in excess of 360 days;
- (c) commercial paper which is not rated “P-1” by Moody’s;
- (d) money market funds or eurodollar time deposits which are not rated “Aaa” and “P-1” by Moody’s;
- (e) eurodollar deposits that are not rated “P-1” by Moody’s or that are with financial institutions not organized under the laws of a G-7 nation; or
- (f) any investment, instrument or security not otherwise listed in clause (i) through (vi) of the definition of “Permitted Investments” in the Base Indenture.

Section 4.11 Series 2010-1 Demand Notes Constitute Additional Collateral for Series 2010-1 Notes. In order to secure and provide for the repayment and payment of the obligations with respect to the Series 2010-1 Notes, CPF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2010-1 Noteholders, all of CPF’s right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2010-1 Demand Notes; (ii) all certificates and instruments, if any, representing or evidencing the Series 2010-1 Demand Notes; and (iii) all proceeds of any and all of the foregoing, including, without limitation, cash. On the date hereof, CPF shall deliver to the Trustee, for the benefit of the Series 2010-1 Noteholders, each Series 2010-1 Demand Note, endorsed in blank. The Trustee, for the benefit of the Series 2010-1 Noteholders, shall be the only Person authorized to make a demand for payments on the Series 2010-1 Demand Notes.

## ARTICLE V

### AMORTIZATION EVENTS

In addition to the Amortization Events set forth in Section 9.1 of the Base Indenture, any of the following shall be an Amortization Event with respect to the Series 2010-1 Notes and collectively shall constitute the Amortization Events set forth in Section 9.1(1) of the Base Indenture with respect to the Series 2010-1 Notes (without notice or other action on the part of the Trustee or any holders of the Series 2010-1 Notes):

- (a) a Series 2010-1 Enhancement Deficiency shall occur and continue for at least two (2) Business Days; provided, however, that such event or condition shall not be

an Amortization Event if during such two (2) Business Day period such Series 2010-1 Enhancement Deficiency shall have been cured in accordance with the terms and conditions of the Indenture and the Series 2010-1 Related Documents;

(b) the Series 2010-1 Liquidity Amount shall be less than the Series 2010-1 Required Liquidity Amount for at least two (2) Business Days; provided, however, that such event or condition shall not be an Amortization Event if during such two (2) Business Day period such insufficiency shall have been cured in accordance with the terms and conditions of the Indenture and the Series 2010-1 Related Documents;

(c) the Collection Account, the Group II Collection Account, the Series 2010-1 Collection Account, the Series 2010-1 Principal Subaccount, the Series 2010-1 Accrued Interest Account, the Series 2010-1 Distribution Account or the Series 2010-1 Reserve Account shall be subject to an injunction, estoppel or other stay or a Lien (other than Liens permitted under the Series 2010-1 Related Documents);

(d) the Series 2010-1 Invested Amount shall not have been reduced to zero on or prior to the Series 2010-1 Expected Final Distribution Date;

(e) any Series 2010-1 Letter of Credit shall not be in full force and effect for at least two (2) Business Days and either (x) a Series 2010-1 Enhancement Deficiency would result from excluding such Series 2010-1 Letter of Credit from the Series 2010-1 Enhancement Amount or (y) the Series 2010-1 Liquidity Amount, excluding therefrom the available amount under such Series 2010-1 Letter of Credit, would be less than the Series 2010-1 Required Liquidity Amount;

(f) from and after the funding of the Series 2010-1 Cash Collateral Account, the Series 2010-1 Cash Collateral Account shall be subject to an injunction, estoppel or other stay or a Lien (other than Liens permitted under the Series 2010-1 Related Documents) for at least two (2) Business Days and either (x) a Series 2010-1 Enhancement Deficiency would result from excluding the Series 2010-1 Available Cash Collateral Account Amount from the Series 2010-1 Enhancement Amount or (y) the Series 2010-1 Liquidity Amount, excluding therefrom the Series 2010-1 Available Cash Collateral Account, would be less than the Series 2010-1 Required Liquidity Amount;

(g) an Event of Bankruptcy shall have occurred with respect to any Series 2010-1 Letter of Credit Provider or any Series 2010-1 Letter of Credit Provider repudiates its Series 2010-1 Letter of Credit or refuses to honor a proper draw thereon and such repudiation or refusal is not cured, or such Series 2010-1 Letter of Credit is not replaced, within two (2) Business Days, and either (x) a Series 2010-1 Enhancement Deficiency would result from excluding such Series 2010-1 Letter of Credit from the Series 2010-1 Enhancement Amount or (y) the Series 2010-1 Liquidity Amount, excluding therefrom the available amount under such Series 2010-1 Letter of Credit, would be less than the Series 2010-1 Required Liquidity Amount; or

(h) a Borrowing Base Deficiency shall occur and continue for at least ten (10) days.

Upon the occurrence of an Amortization Event with respect to the Series 2010-1 Notes, all Collections shall be allocated and distributed to the Series 2010-1 Noteholders in accordance with Article IV hereof.

Notwithstanding any provision to the contrary in this Indenture, (i) the occurrence of an Amortization Event described in clause (d) of this Article V shall constitute a Limited Liquidation Event of Default if such Amortization Event is not cured or otherwise waived within 30 days of the occurrence thereof and (ii) upon the occurrence of any such Limited Liquidation Event of Default described in the foregoing clause (i), the Trustee shall, without any further direction or other action on the part of any of the Series 2010-1 Noteholders, promptly commence, or cause CPF to commence, the sale of Group II CPF Trucks to third parties in an amount sufficient to pay all interest and principal on the Series 2010-1 Notes.

## ARTICLE VI

### FORM OF SERIES 2010-1 NOTES

Section 6.1 Restricted Global Series 2010-1 Notes. The Series 2010-1 Notes to be issued in the United States will be issued in book-entry form and represented by one or more permanent global Notes in fully registered form without interest coupons (each, a “Restricted Global Series 2010-1 Note”), substantially in the form set forth in Exhibit A, with such legends as may be applicable thereto as set forth in the Base Indenture, and will be sold only in the United States (1) initially to institutional accredited investors within the meaning of Regulation D under the Securities Act in reliance on an exemption from the registration requirements of the Securities Act and (2) thereafter to qualified institutional buyers within the meaning of, and in reliance on, Rule 144A under the Securities Act and shall be deposited on behalf of the purchasers of the Series 2010-1 Notes represented thereby, with the Trustee as custodian for DTC, and registered in the name of Cede as DTC’s nominee, duly executed by CPF and authenticated by the Trustee in the manner set forth in Section 2.4 of the Base Indenture.

Section 6.2 Regulation S Global Series 2010-1 Notes. The Series 2010-1 Notes to be issued outside the United States will be issued and sold in transactions outside the United States in reliance on Regulation S under the Securities Act, and shall be issued in the form of one or more permanent global Notes in fully registered form without interest coupons (each, a “Regulation S Global Series 2010-1 Note”), substantially in the form set forth in Exhibit A, with such legends as may be applicable thereto as set forth in the Base Indenture, and shall be deposited on behalf of the purchasers of the Series 2010-1 Notes represented thereby, with the Trustee as custodian for DTC, and registered in the name of Cede as DTC’s nominee for the accounts of Euroclear Bank S.A./N.V., as operator of Euroclear and Clearstream, duly executed by CPF and authenticated by the Trustee in the manner set forth in Section 2.4 of the Base Indenture.

Section 6.3 Denomination. The Series 2010-1 Notes shall be issued in minimum denominations of \$100,000 and integral multiples of \$1,000 in excess thereof.

## ARTICLE VII

### GENERAL

Section 7.1 Optional Repurchase and Optional Prepayment.

(a) The Series 2010-1 Notes shall be subject to repurchase by CPF at its option on any Distribution Date after the Series 2010-1 Invested Amount is reduced to an amount less than or equal to \$23,000,000. The repurchase price for any Series 2010-1 Notes shall equal the aggregate outstanding principal balance of such Series 2010-1 Notes (determined after giving effect to any payments of principal and interest on such Distribution Date), plus accrued and unpaid interest on such outstanding principal balance.

(b) The Series 2010-1 Notes shall be subject to prepayment by CPF at its option, to the extent necessary to cure a Borrowing Base Deficiency or other potential Amortization Event.

Section 7.2 Information. The Trustee shall provide to the Series 2010-1 Noteholders, or their designated agent, copies of all information furnished to the Trustee or CPF pursuant to the Series 2010-1 Related Documents, as such information relates to the Series 2010-1 Notes or the Series 2010-1 Collateral.

Section 7.3 Exhibits. The following exhibits attached hereto supplement the exhibits included in the Base Indenture.

<u>Exhibit A:</u>	Form of Series 2010-1 Note
<u>Exhibit B:</u>	Form of Lease Payment Deficit Notice
<u>Exhibit C:</u>	Form of Demand Notice
<u>Exhibit D:</u>	Form of Series 2010-1 Demand Note
<u>Exhibit E:</u>	Form of Series 2010-1 Letter of Credit
<u>Exhibit F:</u>	Form of Monthly Noteholders' Statement

Section 7.4 Ratification of Base Indenture. As supplemented by this Series Supplement, the Base Indenture is in all respects ratified and confirmed and the Base Indenture as so supplemented by this Series Supplement shall be read, taken, and construed as one and the same instrument.

Section 7.5 Counterparts. This Series Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 7.6 Governing Law. This Series Supplement shall be construed in accordance with the law of the State of New York, and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such law.

Section 7.7 Amendments.

(a) This Series Supplement may be modified or amended, and any provision may be waived, from time to time in accordance with the terms of the Base Indenture; provided, that if, pursuant to the terms of the Base Indenture or this Series Supplement, the consent of the Required Noteholders is required for an amendment or modification of this Series Supplement, such requirement shall be satisfied if such amendment, modification or waiver is consented to by the Series 2010-1 Required Noteholders.

(b) CPF may amend or modify the Termination Value Curve Schedule from time to time without Noteholder consent; provided, however, that no such amendment or modification that would result in any Termination Value Percentage being less than the Termination Value Percentage set forth on the Termination Value Curve Schedule as of the Series 2010-1 Closing Date may be effected without (i) satisfaction of the Rating Agency Condition with respect to such amendment or modification and (ii) the prior written consent of the Required Noteholders of each Group II Series of Notes.

Section 7.8 Discharge of Indenture. Notwithstanding anything to the contrary contained in the Base Indenture, no discharge of the Indenture pursuant to Section 11.1(b) of the Base Indenture will be effective as to the Series 2010-1 Notes without the consent of the Series 2010-1 Required Noteholders.

Section 7.9 Series 2010-1 Demand Notes. Other than pursuant to a demand thereon pursuant to Section 4.5 of this Series Supplement, CPF shall not reduce the amount of the Series 2010-1 Demand Notes or forgive amounts payable thereunder so that the outstanding principal amount of the Series 2010-1 Demand Notes after such reduction or forgiveness is less than the Series 2010-1 Letter of Credit Liquidity Amount. CPF shall not agree to any amendment of the Series 2010-1 Demand Notes without first satisfying the Rating Agency Condition with respect to the Series 2010-1 Notes.



Section 7.10 Termination of Series Supplement. This Series Supplement shall cease to be of further effect when all outstanding Series 2010-1 Notes theretofore authenticated and issued have been delivered (other than destroyed, lost, or stolen Series 2010-1 Notes which have been replaced or paid) to the Trustee for cancellation and CPF has paid all sums payable hereunder and, if the Series 2010-1 Demand Note Payment Amount on the Series 2010-1 Letter of Credit Termination Date was greater than zero, the Series 2010-1 Cash Collateral Account Surplus shall equal zero, the Demand Note Preference Payment Amount shall have been reduced to zero and all amounts have been withdrawn from the Series 2010-1 Cash Collateral Account in accordance with Section 4.8(h) of this Series Supplement.

Section 7.11 Other Series. CPF shall not issue any Group II Series of Notes, other than the Series 2010-1 Notes, without the prior written consent of the Series 2010-1 Required Noteholders.

Section 7.12 Collateral Representations and Warranties of CPF.

(a) CPF owns and has good and marketable title to the Series 2010-1 Collateral, free and clear of all Liens other than Permitted Liens. This Indenture constitutes a valid and continuing Lien on the Series 2010-1 Collateral in favor of the Trustee on behalf of the Secured Parties, which Lien on the Series 2010-1 Collateral has been perfected and is prior to all other Liens (other than Permitted Liens), enforceable as such as against creditors of and purchasers from CPF in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity and by an implied covenant of good faith and fair dealing. CPF has received all consents and approvals required by the terms of the Series 2010-1 Collateral to the pledge of the Series 2010-1 Collateral to the Trustee.

(b) Other than the security interest granted to the Trustee hereunder, CPF has not pledged, assigned, sold or granted a security interest in the Series 2010-1 Collateral. All action necessary to protect and perfect the Trustee's security interest in the Series 2010-1 Collateral has been duly and effectively taken. No security agreement, financing statement, equivalent security or lien instrument or continuation statement listing CPF as debtor covering all or any part of the Series 2010-1 Collateral is on file or of record in any jurisdiction, except such as may have been filed, recorded or made by CPF in favor of the Trustee on behalf of the Secured Parties in connection with this Indenture, and CPF has not authorized any such filing.

Section 7.13 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Trustee, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

Section 7.14 Notices. All notices, requests, instructions and demands to or upon any party hereto to be effective shall be given in the manner set forth in Section 13.1 of the Base Indenture.

Section 7.15 Opinions of Counsel. CPF shall furnish to the Trustee, upon written request received on or before March 31 of any calendar year commencing in 2011, an Opinion of Counsel either stating that, in the opinion of such counsel, such action has been taken with respect to the recording, filing, re-recording and refiling of the Indenture, any indentures supplemental thereto and any other requisite documents and with respect to the execution and filing of any financing statements and continuation statements as are necessary to maintain the perfection of the lien and security interest created by the Indenture in the Collateral and the Group II Collateral and reciting the details of such action or stating that in the opinion of such counsel no such action is necessary to maintain the perfection of such lien and security interest. Such Opinion of Counsel shall also describe the recording, filing, re-recording and refiling of the Indenture, any indentures supplemental hereto and any other requisite documents and the execution and filing of any financing statements and continuation statements that will, in the opinion of such counsel, be required to maintain the perfection of the lien and security interest of the Indenture in the Collateral and the Group II Collateral until March 31 in the following calendar year.

Section 7.16 Collateral Covenants of the Trustee. The Trustee shall hold the Series 2010-1 Demand Note and any other Series 2010-1 Collateral in the State of New York.

Section 7.17 Monthly Noteholders' Statement. In addition to their obligations hereunder, CPF and the Administrator shall furnish to the Paying Agent a Monthly Noteholders' Statement pursuant to Section 4.1(d) of the Base Indenture with respect to the Series 2010-1 Notes in substantially the form of Exhibit F to this Series Supplement.

Section 7.18 Indemnification by CPF. CPF agrees to indemnify and hold harmless the Trustee and each of its officers, directors, agents and employees (each, a "Company Indemnified Person") from and against any loss, liability, expense, damage or injury suffered or sustained by such Company Indemnified Person by reason of (i) any acts, omissions or alleged acts or omissions arising out of, or relating to, activities of CPF pursuant to the Indenture or the other Applicable Related Documents with respect to each Group II Series of Notes to which it is a party, (ii) a breach of any representation or warranty made or deemed made by CPF (or any of its officers) in the Indenture or other Applicable Related Document with respect to each Group II Series of Notes or (iii) a failure by CPF to comply with any applicable law or regulation or to perform its covenants, agreements, duties or obligations required to be performed or observed by it in accordance with the provisions of the Indenture or the other Applicable Related Documents with respect to each Group II Series of Notes, including, but not limited to, any judgment, award, settlement,

reasonable attorneys' fees and other reasonable costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, except to the extent such loss, liability, expense, damage or injury resulted from the negligence, bad faith or willful misconduct of such Company Indemnified Person or its officers, directors, agents, principals, employees or employers or includes any Excluded Taxes; provided, that any payments made by CPF pursuant to this Section 7.18 shall be made solely from funds available pursuant to Section 4.3(e), shall be non-recourse other than with respect to such funds, and shall not constitute a claim against CPF to the extent that such funds are insufficient to make such payment. The indemnification provided for in this Section 7.18 shall survive the termination of the Base Indenture, this Series Supplement or any Applicable Related Document with respect to any Group II Series of Notes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Series Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

CENTRE POINT FUNDING, LLC,  
as Issuer

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., not in its individual capacity, but solely as Trustee, as  
Series 2010-1 Agent and as Securities Intermediary

By: /s/ Sally R. Tokich

Name: Sally R. Tokich

Title: Senior Associate

**FORM OF GLOBAL NOTE**

REGISTERED

No. [\_\_]

\$ [\_\_]

**SEE BELOW FOR CERTAIN CONDITIONS**

CUSIP NO. [\_\_]

ISIN NO. [\_\_]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF CENTRE POINT FUNDING, LLC (THE "COMPANY") THAT THIS NOTE IS BEING ACQUIRED FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTION AND MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE COMPANY (UPON REDEMPTION THEREOF OR OTHERWISE), (2) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES TO A NON U.S. PERSON (AS DEFINED IN REGULATIONS OF THE SECURITIES ACT) IN A TRANSACTION IN COMPLIANCE WITH REGULATIONS OF THE SECURITIES ACT OR (4) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EACH CASE IN COMPLIANCE WITH THE INDENTURE AND ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE RESALE RESTRICTIONS SET FORTH ABOVE.

EACH NOTEHOLDER OR NOTE OWNER, BY ACCEPTANCE OF A NOTE OR, IN THE CASE OF A NOTE OWNER, A BENEFICIAL INTEREST IN A NOTE, IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT (A) EITHER (1) IT IS NOT, AND IS NOT ACQUIRING SUCH NOTE OR INTEREST THEREIN WITH THE ASSETS OF, A PLAN OR ACCOUNT SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR AN ENTITY THAT IS DEEMED TO HOLD ASSETS OF ANY OF THE FOREGOING, OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA AND/OR SECTION 4975 OF THE

CODE ("SIMILAR LAWS"), OR (II) THE ACQUISITION AND HOLDING OF SUCH NOTE OR INTEREST THEREIN BY THE NOTEHOLDER OR NOTE OWNER, THROUGHOUT THE PERIOD THAT IT HOLDS SUCH NOTE OR INTEREST THEREIN, WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, A NON-EXEMPT VIOLATION OF ANY SIMILAR LAWS), BECAUSE THE ACQUISITION AND HOLDING OF SUCH NOTE OR INTEREST THEREIN (X) IS NOT, AND WILL NOT BECOME, SUBJECT TO SUCH LAWS OR (Y) IS COVERED BY AN EXEMPTION FROM ALL APPLICABLE PROHIBITED TRANSACTIONS, ALL OF THE CONDITIONS OF WHICH ARE AND WILL BE SATISFIED UPON ITS ACQUISITION OF, AND THROUGHOUT THE TERM THAT IT HOLDS, SUCH NOTE OR INTEREST THEREIN, AND (B) IT WILL NOT SELL, PLEDGE OR OTHERWISE TRANSFER SUCH NOTE OR INTEREST THEREIN IN VIOLATION OF THE FOREGOING.

EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.19 OF THE BASE INDENTURE, THIS SERIES 2010-1 NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE CLEARING AGENCY OR TO A SUCCESSOR CLEARING AGENCY OR TO A NOMINEE OF SUCH SUCCESSOR CLEARING AGENCY. UNLESS THIS SERIES 2010-1 NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), TO CENTRE POINT FUNDING, LLC OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SERIES 2010-1 NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. ("CEDE") OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE, HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS SERIES 2010-1 NOTE IS PAYABLE IN INSTALLMENTS AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS SERIES 2010-1 NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

CENTRE POINT FUNDING, LLC

SERIES 2010-1 5.43% RENTAL TRUCK ASSET BACKED NOTE

CENTRE POINT FUNDING, LLC, a Delaware limited liability company (herein referred to as the “Company”), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [ \_\_\_\_ ] DOLLARS (as such amount may be increased or decreased as indicated from time to time, but not to exceed Two Hundred Million Dollars (U.S. \$200,000,000), on Schedule A attached hereto), which amount shall be payable in the amounts and at the times set forth in the Indenture (as defined on the reverse of this Series 2010-1 Note); provided, however, that the entire unpaid principal amount of this Series 2010-1 Note shall be due on the Series 2010-1 Termination Date. However, principal with respect to this Series 2010-1 Note may be paid earlier or later under certain limited circumstances described in the Indenture. The Company shall pay interest on this Series 2010-1 Note at the Series 2010-1 Note Rate, as provided in Section 4.4 of the Series 2010-1 Supplement. Such interest shall be payable on each Distribution Date until the principal of this Series 2010-1 Note is paid, or made available for payment, on the principal amount of this Series 2010-1 Note outstanding on the preceding Distribution Date (after giving effect to all payments of principal made on the preceding Distribution Date). Interest on this Series 2010-1 Note shall accrue for each Distribution Date from the most recent Distribution Date on which interest has been paid to but excluding such Distribution Date or, if no interest has yet been paid, from the date of issuance of this Series 2010-1 Note. Such principal of and interest on this Series 2010-1 Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Series 2010-1 Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Company with respect to this Series 2010-1 Note shall be applied first to interest due and payable on this Series 2010-1 Note as provided above and then to the unpaid principal of this Series 2010-1 Note. This Series 2010-1 Note does not represent an interest in, or an obligation of, ABCR, BRAC, BTR or any affiliate of ABCR, BRAC or BTR, other than the Company.

Reference is made to the further provisions of this Series 2010-1 Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Series 2010-1 Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Series 2010-1 Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Company and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: The Bank of New York Mellon Trust Company, N.A., 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Series 2010-1 Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: \_\_\_\_\_

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_

Name:

Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Series 2010-1 Notes of a series issued under the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., as Trustee

By: \_\_\_\_\_

Authorized Signature



REVERSE OF SERIES 2010-1 NOTE

This Series 2010-1 Note is one of a duly authorized issue of Series 2010-1 Notes of the Company, designated as its Series 2010-1 5.43% Rental Truck Asset Backed Notes (herein called the "Series 2010-1 Notes"), all issued under (i) an Amended and Restated Base Indenture, dated as of March 9, 2010 (such Amended and Restated Base Indenture, as amended or modified (exclusive of any Supplements thereto creating a new Series of Notes), is herein called the "Base Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and (ii) a Series 2010-1 Supplement thereto, dated as of March 9, 2010 (such supplement, as may be amended or modified, the "Series 2010-1 Supplement"), among the Company, the Trustee, and The Bank of New York Mellon Trust Company, N.A., as Series 2010-1 Agent and Securities Intermediary. The Base Indenture and the Series 2010-1 Supplement are referred to herein as the "Indenture". The Series 2010-1 Notes are subject to all terms of the Indenture. All terms used in this Series 2010-1 Note that are defined in the Indenture shall have the meanings assigned to them in or pursuant to the Indenture.

The Series 2010-1 Notes are and will be equally and ratably secured by the Series 2010-1 Collateral pledged as security therefor as provided in the Indenture.

"Distribution Date" means the twentieth day of each calendar month, or, if any such date is not a Business Day, the next succeeding Business Day, commencing April 20, 2010.

As described above, principal of this Series 2010-1 Note shall be payable in the amounts and at the times set forth in the Indenture, provided, however, the entire unpaid principal amount of this Series 2010-1 Note shall be due and payable on the Series 2010-1 Termination Date. Notwithstanding the foregoing, if an Amortization Event, Liquidation Event of Default or Limited Liquidation Event of Default shall have occurred and be continuing then, in certain circumstances, principal on the Series 2010-1 Notes may be paid earlier, as described in the Indenture. All principal payments on the Series 2010-1 Notes shall be made pro rata to the Noteholders entitled thereto.

Payments of interest on this Series 2010-1 Note due and payable on each Distribution Date, together with the installment of principal then due shall be made by wire transfer in immediately available funds to the account designated by the nominee of the Clearing Agency (initially, such nominee to be Cede & Co.). Any reduction in the principal amount of this Series 2010-1 Note (or any one or more predecessor Series 2010-1 Notes) effected by any payments made in accordance with the terms hereof and of the Indenture shall be binding upon all future Holders of this 2010-1 Note and of any Series 2010-1 Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted thereon.

The Company shall pay interest on overdue installments of interest at a rate per annum equal to the Series 2010-1 Note Rate, to the extent lawful.

This Series 2010-1 Note is nontransferable except in accordance with the Series 2010-1 Supplement.

Each Noteholder or Note Owner, by acceptance of a Series 2010-1 Note or, in the case of a Note Owner, a beneficial interest in a Series 2010-1 Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Company, the Administrator or the Trustee on the Series 2010-1 Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Trustee or the Administrator in its individual capacity, (ii) any owner of a beneficial interest in the Company or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Trustee or the Administrator in its individual capacity, any holder of a beneficial interest in the Company or the Trustee or of any successor or assign of the Trustee in its individual capacity, except (a) as any such Person may have expressly agreed and (b) any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity; provided, however, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Company for any and all liabilities, obligations and undertakings contained in the Indenture or in this Series 2010-1 Note, subject to Section 13.18 of the Base Indenture.

Each Noteholder or Note Owner, by acceptance of a Series 2010-1 Note or, in the case of a Note Owner, a beneficial interest in a Series 2010-1 Note, covenants and agrees that by accepting the benefits of the Indenture that such Noteholder or Note Owner, as applicable, will not, for a period of one year and one day following payment in full of all Notes institute against the Company, or join in any institution against the Company of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under any United States Federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, the Indenture or the Applicable Related Documents with respect to any Series of Notes.

Prior to the due presentment for registration of transfer of this Series 2010-1 Note, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Series 2010-1 Note (as of the day of determination or as of such other date as may be specified in the Indenture) is registered as the owner hereof for all purposes, whether or not this Series 2010-1 Note is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

It is the intent of the Company and each Noteholder that, for Federal, state and local income and franchise tax purposes, the Series 2010-1 Notes will evidence indebtedness of the Company secured by the Series 2010-1 Collateral. Each Noteholder, by the acceptance of this Series 2010-1 Note, agrees to treat this Series 2010-1 Note for Federal, state and local income and franchise tax purposes as indebtedness of the Company.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Series 2010-1 Notes under the Indenture from time to time by the Company with the consent of Series 2010-1 Noteholders representing in aggregate more than 50% of the Series 2010-1 Invested Amount. The Indenture also contains provisions permitting the Holders of Series 2010-1 Notes representing specified percentages of the aggregate outstanding amount of the Series 2010-1 Notes, on behalf of the Holders of all the Series 2010-1 Notes, to waive compliance by the Company with certain provisions of the Indenture and certain

past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Series 2010-1 Note (or any one or more predecessor Series 2010-1 Notes) shall be conclusive and binding upon such Holder and upon all future Holders of this Series 2010-1 Note and of any Series 2010-1 Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Series 2010-1 Note. The Indenture also permits the Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of Holders of the Series 2010-1 Notes issued thereunder.

The term "Company" as used in this Series 2010-1 Note includes any successor to the Company under the Indenture.

The Series 2010-1 Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Series 2010-1 Note and the Indenture shall be construed in accordance with the law of the State of New York, and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such law.

No reference herein to the Indenture and no provision of this Series 2010-1 Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Series 2010-1 Note at the times, place, and rate, and in the coin or currency herein prescribed, subject to any duty of the Company to deduct or withhold any amounts as required by law, including any applicable U.S. withholding taxes.

[Interests in this Series 2010-1 Note will be transferable in accordance with the rules and procedures for the time being of the Euroclear System ("Euroclear") or Clearstream Banking, société anonyme ("Clearstream"). Each person who is shown in the records of Euroclear and Clearstream as entitled to a particular number of Notes by way of an interest in this Series 2010-1 Note will be treated by the Company, the Trustee and any paying agent as the holder of such number of Notes. For purposes of this Series 2010-1 Note, the securities account records of Euroclear or Clearstream shall, in the absence of manifest error, be conclusive evidence of the identity of the holders of Notes and of the principal amount of Notes represented by this Series 2010-1 Note credited to the securities accounts of such holders of Notes. Any statement issued by Euroclear or Clearstream to any holder relating to a specified Note or Notes credited to the securities account of such holder and stating the principal amount of such Note or Notes and certified by Euroclear or Clearstream to be a true record of such securities account shall, in the absence of manifest error, be conclusive evidence of the records of Euroclear or Clearstream for the purposes of the next preceding sentence (but without prejudice to any other means of producing such records in evidence). Notwithstanding any provision to the contrary contained in this Series 2010-1 Note, the Company irrevocably agrees, for the benefit of such holder and its successors and assigns, that, subject to the provisions of the Indenture, each holder or its successors or assigns may file any claim, take any action or institute any proceeding to enforce, directly against the Company, the obligation of the Company hereunder to pay any amount due in respect of each Note represented by this Series 2010-1 Note which is credited to

such holder's securities account with Euroclear or Clearstream without the production of this Series 2010-1 Note.]<sup>1</sup>

<sup>1</sup> Include in Regulation S Global Note only.

SCHEDULE A

SCHEDULE OF EXCHANGES IN GLOBAL NOTE

The following exchanges of a part of this Global Note have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in principal amount of this Global Note</u>	<u>Amount of increase in principal amount of this Global Note</u>	<u>Principal amount of this Global Note following such decrease (or increase)</u>	<u>Signature of authorized officer of Trustee or Registrar</u>
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ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers  
unto \_\_\_\_\_  
(name and address of assignee)

the within Series 2010-1 Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer said Series 2010-1 Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature Guaranteed: \_\_\_\_\_\*

\* NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

FORM OF LEASE PAYMENT DEFICIT NOTICE

[DATE]

The Bank of New York Mellon Trust Company, N.A., as Trustee  
2 North LaSalle Street  
Chicago, IL 60602

Attn: Corporate Trust Officer

Reference is made to the Series 2010-1 Supplement, dated as of March 9, 2010 (the "Series 2010-1 Supplement"), among CENTRE POINT FUNDING, LLC ("CPF") and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), Series 2010-1 Agent and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of March 9, 2010, between CPF and the Trustee. Capitalized terms used herein and not defined herein have the meanings set forth in the Series 2010-1 Supplement.

Pursuant to Section 4.3(c) of the Series 2010-1 Supplement, Budget Truck Rental LLC, in its capacity as Administrator under the Series 2010-1 Supplement and the Series 2010-1 Related Documents, hereby provides notice of a Series 2010-1 Lease Payment Deficit in the amount of \$[\_\_\_\_\_].

BUDGET TRUCK RENTAL LLC

By: \_\_\_\_\_  
Name:  
Title:

FORM OF DEMAND NOTICE

[DATE]

[Insert Demand Note Issuer]

Ladies and Gentlemen:

Reference is made to the Series 2010-1 Supplement, dated as of March 9, 2010 (the "Series 2010-1 Supplement"), among CENTRE POINT FUNDING, LLC ("CPF") and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), Series 2010-1 Agent and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of March 9, 2010, between CPF and the Trustee. Capitalized terms used herein and not defined herein have the meanings set forth in the Series 2010-1 Supplement.

Pursuant to Section 4.5[(c)(iii)][(d)(ii)] of the Series 2010-1 Supplement, the Trustee under the Series 2010-1 Supplement hereby makes a demand for payment on the Series 2010-1 Demand Notes in the amount of \$[\_\_\_\_\_].

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., as Trustee

By: \_\_\_\_\_  
Name:  
Title:



**DEMAND NOTE**  
**(Series 2010-1)**

\$(\_\_\_\_\_)

New York, New York  
[\_\_\_\_\_] , 20[\_\_\_]

FOR VALUE RECEIVED, the undersigned, Budget Rent A Car System, Inc., a Delaware corporation (the "Demand Note Issuer"), promises to pay to the order of CENTRE POINT FUNDING, LLC, a Delaware corporation, or its permitted assigns ("Holder") on any date of demand (each, a "Demand Date") the principal sum of \$[\_\_\_\_\_].

Definitions. Capitalized terms used, but not defined, in this Demand Note shall have the respective meanings assigned to them in the Amended and Restated Base Indenture, dated as of March 9, 2010 (as may be amended, restated, supplemented or modified from time to time, exclusive of Series Supplements thereto creating a new Series of Notes, the "Base Indenture"), between CENTRE POINT FUNDING, LLC and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (in such capacity, the "Trustee"), as supplemented by the Series 2010-1 Supplement, dated as of March 9, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Series 2010-1 Supplement"), between CENTRE POINT FUNDING, LLC and The Bank of New York Mellon Trust Company, N.A., as Trustee, Series 2010-1 Agent and Securities Intermediary.

Principal. The outstanding principal balance (or any portion thereof) of this Demand Note shall be due and payable on each Demand Date to the extent demand is made therefor by Holder. No portion of the outstanding principal amount of this Demand Note may be voluntarily prepaid.

Calculation of Principal. The outstanding principal balance as of any day shall be the outstanding principal balance as of the beginning of such day, less any payments of principal credited to the Demand Note Issuer's account on that day. The records of Holder with respect to amounts due and payments received hereunder shall be presumed to be correct evidence thereof.

Maturity Date. On the Demand Date on which payment of the remaining principal balance of this Demand Note is to be made, or such earlier date as payment of the indebtedness evidenced hereby shall be due, whether by mandatory prepayment, acceleration or otherwise (the "Maturity Date"), the entire outstanding principal balance of this Demand Note, together with any other sums then outstanding under this Demand Note, shall be due and payable.

Payments. All payments shall be made in lawful money of the United States of America by wire transfer in immediately available funds and shall be applied first to fees and costs, including collection costs, if any, next to principal. Payments shall be made to the account designated in the written demand for payment.

Collection Costs. The Demand Note Issuer agrees to pay all costs of collection of this Demand Note, including, without limitation, reasonable attorney's fees, paralegal's fees and other legal costs (including court costs) incurred in connection with consultation, arbitration and litigation

(including trial, appellate, administrative and bankruptcy proceedings) regardless of whether or not suit is brought, and all other costs and expenses incurred by Holder exercising its rights and remedies hereunder. Such costs of collection shall bear interest at the Default Rate (as defined below) until paid.

**Default.** (a) If the Demand Note Issuer shall fail to pay any principal or other amounts on the date of written demand for payment; provided that such demand is made prior to 2:00 p.m. (New York City time) on a Business Day, or on the next Business Day if written demand is made on or after 2:00 p.m. (New York City time) on a Business Day, or (b) upon the occurrence of an Event of Bankruptcy with respect to the Demand Note Issuer (each, an “**Event of Default**”), the entire outstanding principal balance of this Demand Note shall (x) in the case of an Event of Default under clause (a) above, at the option of Holder and without further notice (any notice of such event being hereby waived by the Demand Note Issuer), or (y) in the case of an Event of Default under clause (b) above, automatically without notice (any notice of any such event being waived by the Demand Note Issuer), become immediately due and payable and may be collected forthwith, and Holder may exercise any and all rights and remedies provided herein, in law or in equity.

**Default Interest.** After the Maturity Date or the occurrence of an Event of Default, the outstanding principal balance of this Demand Note and shall bear interest (the “**Default Rate**”) at the Series 2010-1 Note Rate plus two percent (2%) until paid in full, provided, however, in no event shall such rate exceed the highest rate permissible under applicable law.

**Waivers.** The Demand Note Issuer waives all applicable exemption rights and also waives valuation and appraisal, demand, presentment, protest and demand, and notice of protest, demand and dishonor, and nonpayment of this Demand Note, and agrees that Holder shall have the right, without notice, to grant any extension or extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatsoever.

**No Waiver.** No delay or omission on the part of Holder in exercising its rights under this Demand Note, or delay or omission on the part of Holder in exercising its rights hereunder, or course of conduct relating thereto, shall operate as a waiver of such rights or any other right of Holder, nor shall any waiver by Holder of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. Acceptance by Holder of any payment after its due date shall not be deemed a waiver of the right to require prompt payment when due of all other sums, and acceptance of any payment after Holder has declared the indebtedness evidenced by this Demand Note due and payable shall not cure any Event of Default or operate as a waiver of any right of Holder.

**Modifications.** No amendment, modification or waiver of, or consent with respect to, any provision of this Demand Note shall in any event be effective unless (a) the same shall be in writing and signed and delivered by each of Holder and the Demand Note Issuer, and (b) all consents required for such actions under the Base Indenture and the Series 2010-1 Related Documents shall have been received by the appropriate Persons.

Binding Effect. This Demand Note shall be binding upon the Demand Note Issuer and its successors and assigns, and shall inure to the benefit of Holder and its successors and assigns.

Governing Law. THIS DEMAND NOTE HAS BEEN DELIVERED IN NEW YORK, NEW YORK AND SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

No Negotiation. This Demand Note is not negotiable other than to the Trustee for the benefit of the Secured Parties under the Series 2010-1 Supplement. The parties intend that this Demand Note will be pledged by the initial Holder to the Trustee for the benefit of the Group II Secured Parties under the Series 2010-1 Supplement and the Demand Note Issuer consents and agrees thereto. Upon such pledge, this Demand Note shall be subject to all of the rights and remedies of the Trustee in the Base Indenture, the Series 2010-1 Supplement and the other Series 2010-1 Related Documents and payments hereunder shall be made only to said Trustee.

Reduction of Principal. The principal amount of this Demand Note may be reduced only in accordance with the provisions of the Series 2010-1 Supplement.

Acknowledgment. The Demand Note Issuer hereby acknowledges receipt of [cash/capital contribution] on the date of the issuance of this Demand Note in the principal amount of \$[\_\_\_\_\_].

Captions. Paragraph captions used in this Demand Note are provided solely for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Demand Note.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Demand Note or caused this Demand Note to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

BUDGET RENT A CAR SYSTEM, INC.

By: \_\_\_\_\_  
Name:  
Title:

ENDORSEMENT

Pay to the Order of \_\_\_\_\_, without recourse

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Name:  
Title:

PAYMENT GRID

<u>Date</u>	<u>Principal Amount</u>	<u>Amount of Principal Payment</u>	<u>Outstanding Principal Balance</u>	<u>Notation Made By</u>
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FORM OF IRREVOCABLE SERIES 2010-1 LETTER OF CREDIT  
No. [\_\_\_\_\_]

[\_\_\_\_], 20\_\_

The Bank of New York Mellon Trust Company, N.A., as Trustee  
2 North LaSalle Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60602

Dear Sir or Madam:

The undersigned ("Series 2010-1 Letter of Credit Provider") hereby establishes, at the request and for the account of Avis Budget Car Rental, LLC, a Delaware limited liability company ("ABCR"), pursuant to, and in accordance with, that certain [Credit Agreement], dated as of [\_\_\_\_], 20\_\_\_\_ (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, the "Credit Agreement"), among ABCR and the financial institutions party thereto (collectively, the "Series 2010-1 Letter of Credit Providers"), in accordance with the terms of such Credit Agreement (i) in your favor in respect of Lease Deficit Demands (as defined below), (ii) in your favor in respect of Unpaid Demand Note Demands (as defined below), (iii) in your favor in respect of Termination Demands (as defined below) and (iv) in your favor in respect of Termination Date Demands (as defined below), this Irrevocable Letter of Credit No. [\_\_\_\_], in an aggregate maximum amount of [\_\_\_\_] DOLLARS (\$\_\_\_\_) (such amount, as the same may be reduced and reinstated from time to time as provided herein, being the "Letter of Credit Amount"), effective immediately and expiring at 4:00 p.m. (New York City time) at our office located at [\_\_\_\_] Attention: [\_\_\_\_], Telephone No.: [\_\_\_\_], Facsimile No.: [\_\_\_\_] or [\_\_\_\_] (or at any other office which may be designated by the Series 2010-1 Letter of Credit Provider by written notice delivered to you, being the "Series 2010-1 Letter of Credit Provider's Office") on the date (the "Expiration Date") that is the earlier of (i) [\_\_\_\_], 20\_\_\_\_ or such later date to which the term of this Series 2010-1 Letter of Credit is extended (or, if such date is not a Business Day, the immediately succeeding Business Day) (the "Scheduled Expiration Date") and (ii) the date on which we receive written notice from you that the Series 2010-1 Letter of Credit Termination Date shall have occurred. You are the trustee under that certain Amended and Restated Base Indenture (as may be amended from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between you, as Trustee (in such capacity, the "Trustee") and CENTRE POINT FUNDING, LLC ("CPF"), as the same may be amended, supplemented or otherwise modified from time to time. "Series 2010-1 Supplement" means the Series 2010-1 Supplement to the Base Indenture, dated as of March 9, 2010, between CPF and you, as Trustee, Series 2010-1 Agent and Securities Intermediary, as the same may be amended, supplemented, restated or otherwise modified from time to time. Capitalized terms used herein and in the Annexes hereto and not otherwise defined herein shall have the meaning set forth in the Series 2010-1 Supplement and the Base Indenture.

Upon the earliest of (i) the date on which the Series 2010-1 Letter of Credit Provider honors a Termination Date Demand (defined below) presented hereunder, (ii) the date on which the Series 2010-1 Letter of Credit Provider receives written notice from you that this

Series 2010-1 Letter of Credit has been replaced by an alternate letter of credit and such alternate letter of credit has been received by you, (iii) the date on which the Series 2010-1 Letter of Credit Provider receives written notice from you in the form attached hereto as Annex F, and (iv) the Scheduled Expiration Date, this Series 2010-1 Letter of Credit shall automatically terminate and you shall surrender this Series 2010-1 Letter of Credit to the undersigned Series 2010-1 Letter of Credit Provider on such day; provided, however, that a failure to surrender this Series 2010-1 Letter of Credit following any such date will have no effect on such termination, and this Series 2010-1 Letter of Credit will be considered terminated notwithstanding any such failure to surrender.

The Series 2010-1 Letter of Credit Provider irrevocably authorizes you to draw on it, in accordance with the terms and conditions and subject to the reductions in amount as hereinafter set forth, (1) in one or more drawings by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex A attached hereto (any such certificate being a "Lease Deficit Demand"), (2) in one or more drawings by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex B attached hereto (any such certificate being an "Unpaid Demand Note Demand"), (3) in a single drawing by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex C attached hereto (such certificate being a "Termination Demand") and (4) in a single drawing by the Trustee pursuant to the Trustee's written and completed certificate signed by the Trustee in the form of Annex D attached hereto (such certificate being a "Termination Date Demand"). All certificates in the form of Annexes A through D pursuant to the above are each referred to herein as a "Demand".

All Demands are payable at sight on a Business Day in the amount equal to the amount set forth in such Demand, but not exceeding the Letter of Credit Amount, having a cover letter clearly marked "PAYMENT DEMAND-IMMEDIATE ACTION REQUIRED", and shall be made by presentation of each cover letter and Demand dated the date of its presentation, by facsimile (at facsimile number [\_\_\_\_\_] or alternately to [\_\_\_\_\_] Attention: [\_\_\_\_\_] without further need of documentation, including the original of this Series 2010-1 Letter of Credit, it being understood that each Demand so submitted is to be the sole operative instrument of drawing. You shall use your best efforts to give telephonic notice of a drawing to the Series 2010-1 Letter of Credit Provider, Attention: [\_\_\_\_\_] (at: [\_\_\_\_\_] or alternately to [\_\_\_\_\_] on the Business Day preceding the day of such drawing (but such notice shall not be a condition to drawing hereunder and you shall have no liability for not doing so).

In the event that there is more than one draw request payable on the same Business Day, the draw requests shall be honored in the following order: (1) Lease Deficit Demands; (2) Unpaid Demand Note Demands; (3) Termination Demands and (4) a Termination Date Demands; provided that in no event shall the Series 2010-1 Letter of Credit Provider be required to honor any draw request to the extent such draw request is in an amount greater than the Letter of Credit Amount at such time after giving effect to all other draw requests honored on such day. Upon the honoring of a Termination Date Demand in full, the Series 2010-1 Letter of Credit Provider shall have no obligation to honor any other draw request. Any payments made by the Series 2010-1 Letter of Credit Provider shall be paid from funds of the Series 2010-1 Letter of Credit Provider. "Business Day" means any day other than a Saturday, Sunday or other day on which banks are required or authorized by law to close in New York City, New York or

Chicago, Illinois. Upon the Series 2010-1 Letter of Credit Provider's honoring any Demand presented hereunder, the Letter of Credit Amount shall automatically be decreased by an amount equal to the amount of said Demand paid by the Series 2010-1 Letter of Credit Provider to the Trustee. In addition to the foregoing reduction, upon the Series 2010-1 Letter of Credit Provider's honoring any Termination Date Demand presented to it hereunder in full, the Letter of Credit Amount shall automatically be reduced to zero and this Series 2010-1 Letter of Credit shall be terminated.

The Letter of Credit Amount shall be automatically reinstated when and to the extent, but only when and to the extent, that (i) the Series 2010-1 Letter of Credit Provider is reimbursed by CPF, the Lessee or ABCR for any amount drawn hereunder as a Lease Deficit Demand or Unpaid Demand Note Demand, (ii) the Series 2010-1 Letter of Credit Provider receives written notice from ABCR in the form of Annex E hereto that the Letter of Credit Amount should be reinstated in an amount set forth therein (which shall equal the amount reimbursed pursuant to clause (i)) and that no Event of Bankruptcy (as defined in Annex E attached hereto) with respect to ABCR, BRAC or the Lessee has occurred and is continuing and (iii) this Series 2010-1 Letter of Credit has not been terminated in accordance with the terms hereof.

If the Series 2010-1 Letter of Credit Provider receives any Demand as herein provided on or prior to the Scheduled Expiration Date, all in conformity with the terms and conditions of this Series 2010-1 Letter of Credit, not later than 12:00 noon (New York City time) on a Business Day, the Series 2010-1 Letter of Credit Provider will make such funds available by 4:00 p.m. (New York City time) on the same Business Day in accordance with your payment instructions. If the Series 2010-1 Letter of Credit Provider receives any Demand as herein provided on or prior to the termination hereof, all in conformity with the terms and conditions of this Series 2010-1 Letter of Credit, after 12:00 noon (New York City time) on a Business Day, the Series 2010-1 Letter of Credit Provider will make the funds available by 12:00 noon (New York City time) on the next succeeding Business Day in accordance with your payment instructions. If you so request the Series 2010-1 Letter of Credit Provider, payment under this Series 2010-1 Letter of Credit may be made by wire transfer of Federal Reserve Bank of New York funds to your account in a bank on the Federal Reserve wire system or by deposit of same day funds into a designated account.

For purposes of the certificates to be delivered by you in the form attached hereto as Annexes A, B and D: "Pro Rata Share" means, with respect to any Series 2010-1 Letter of Credit Provider as of any date, the fraction (expressed as a percentage) obtained by dividing (A) such Series 2010-1 Letter of Credit Provider's Letter of Credit Amount as of such date by (B) an amount equal to the aggregate amount of the Letter of Credit Amounts of all the Series 2010-1 Letter of Credit Providers under their respective Series 2010-1 Letters of Credit as of such date; provided, that only for purposes of calculating the Pro Rata Share with respect to any Series 2010-1 Letter of Credit Provider as of any date, if such Series 2010-1 Letter of Credit Provider has not complied with its obligation to pay the Trustee the amount of any Lease Deficit Demand, Unpaid Demand Note Demand, Termination Demand or Termination Date Demand (as defined in the related Series 2010-1 Letter of Credit) made prior to such date, such Series 2010-1 Letter of Credit Provider's Letter of Credit Amount, as of such date shall be treated as reduced (for calculation purposes only) by the amount of such unpaid Lease Deficit Demand, Unpaid Demand



Note Demand, Termination Demand or Termination Date Demand, as the case may be, and shall not be reinstated for purposes of such calculation unless and until the date as of which such Series 2010-1 Letter of Credit Provider has paid such amount to the Trustee and been reimbursed by CPF, the Lessee or ABCR, as the case may be, for such amount (provided that the foregoing calculation shall not in any manner reduce the undersigned's actual liability in respect of any failure to pay any Lease Deficit Demand, Unpaid Demand Note Demand, Termination Demand or Termination Date Demand).

This Series 2010-1 Letter of Credit is transferable in its entirety to any transferee(s) who you certify to the Series 2010-1 Letter of Credit Provider has succeeded you, as Trustee, and may be successively transferred. Transfer of this Series 2010-1 Letter of Credit to such transferee shall be effected by the presentation to the Series 2010-1 Letter of Credit Provider of this Series 2010-1 Letter of Credit accompanied by a transfer request in the form of Annex G attached hereto. Transfers to designated foreign nationals and /or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Control Regulations. Upon our endorsement of such transfer, the transferee instead of the transferor shall, without necessity of further action, be entitled to all the benefits of and rights under this Letter of Credit in the transferor's place; provided that, in such case, any certificates of the Trustee to be provided hereunder shall be signed by one who states therein that he is a duly authorized officer or agent of the transferee.

This Series 2010-1 Letter of Credit sets forth in full the undertaking of the Series 2010-1 Letter of Credit Provider, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates. In furtherance of the foregoing, with regard to any conflict between the terms hereof and those contained in the Credit Agreement, the terms hereof shall govern.

On the Business Day immediately following any Business Day on which the Series 2010-1 Invested Amount shall have been reduced (each a "Decrease Day"), the Letter of Credit Amount may be reduced upon prior written notice (which may be by facsimile transmission with telephone confirmation of receipt at such numbers as herein provided) delivered to the Series 2010-1 Letter of Credit Provider on or before such Decrease Day purportedly signed by the Administrator by an amount (which will be expressed in United States Dollars in such notice) set forth in such notice equal to the lesser of the Pro Rata Share of (1) the excess, if any, of the Series 2010-1 Enhancement Amount over the Series 2010-1 Required Enhancement Amount and (2) the excess, if any, of the Series 2010-1 Liquidity Amount over the Series 2010-1 Required Liquidity Amount, in the case of (1) and (2) calculated as of such Decrease Day after giving effect to all payments of principal on such Decrease Day with respect to the Series 2010-1 Notes.

Making a non-complying drawing, withdrawing a drawing or failing to make any drawing does not waive or otherwise prejudice the right to make another timely drawing or a timely redrawing. Article 41 of the Uniform Customs (as defined below) shall not apply to this Series 2010-1 Letter of Credit.

Except as expressly stated herein, this Series 2010-1 Letter of Credit is subject to the International Standby Practice, ICC Publication No. 590 (the "ISP98"), except as otherwise provided above. If this Letter of Credit expires during an interruption of business caused by an act of God, riot, civil commotion, insurrection, war or other cause beyond the bank's control, or by any strike or lockout, we agree to effect payment under this Letter of Credit, if a drawing which conforms to the terms and conditions of this Letter of Credit is made within twenty (20) days after the resumption of business, and, as to matters not covered by the ISP98, shall be governed by the law of the State of New York, including the Uniform Commercial Code as in effect in the State of New York.

Communications with respect to this Series 2010-1 Letter of Credit shall be addressed to us at [\_\_\_\_], Attention: [\_\_\_\_], specifically referring to the number of this Letter of Credit. For telephone assistance, please contact [\_\_\_\_] at [\_\_\_\_], and have this Letter of Credit number available.

Very truly yours,

[Series 2010-1 Letter of Credit Provider]

By: \_\_\_\_\_  
Name:  
Title:

ANNEX A

CERTIFICATE OF LEASE DEFICIT DEMAND

[Series 2010-1 Letter of Credit Provider]

Facsimile number [\_\_\_\_\_]

Alternately to [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Certificate of Lease Deficit Demand under the Irrevocable Letter of Credit No. [\_\_\_\_\_] (the "Series 2010-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated), dated [\_\_\_\_\_] 20\_\_, issued by [\_\_\_\_\_] as the Series 2010-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), under that certain Amended and Restated Base Indenture (as may be amended from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between the Trustee and Centre Point Funding, LLC ("CPF"), as supplemented by that certain Series 2010-1 Supplement thereto (the "Series 2010-1 Supplement") and, together with the Base Indenture, the "Indenture"), dated as of March 9, 2010, among CPF, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2010-1 Agent and Securities Intermediary.

The undersigned, a duly authorized officer of the Trustee, hereby certifies to the Series 2010-1 Letter of Credit Provider as follows:

1. [\_\_\_\_\_] is the Trustee under the Indenture.

2. [The Trustee is making a drawing under the Series 2010-1 Letter of Credit as required by Section 4.3(d) of the Series 2010-1 Supplement in an amount equal to \$\_\_\_\_\_(the "Interest Lease Deficit Disbursement"), which amount is equal to the lesser of (A) the product of (i) the Series 2010-1 Letter of Credit Provider's Pro Rata Share as of the date hereof and (ii) the least of (x) the Series 2010-1 Lease Interest Payment Deficit on the related Distribution Date, (y) the excess, if any, of the sum of (1) the Series 2010-1 Monthly Interest for the Series 2010-1 Interest Period ending on the day preceding the related Distribution Date, (2) any unpaid Series 2010-1 Shortfall as of the preceding Distribution Date (together with any accrued interest on such Series 2010-1 Shortfall) and (3) during the Series 2010-1 Rapid Amortization Period, the Series 2010-1 Trustee Fees, the Series 2010-1 Disposition Agent Fees and the Series 2010-1 Back-up Administration Fees for such Distribution Date over the amounts available from the Series 2010-1 Accrued Interest Account plus the amount withdrawn to pay such amounts from the Series 2010-1 Reserve Account on prior to such Distribution Date and (z) the Series 2010-1 Letter of Credit Liquidity Amount and (B) the Letter of Credit Amount as in effect on the date of this certificate.] [The Trustee is making a drawing under the Series 2010-1 Letter of Credit as required by Section 4.5(c)(ii) of the Series 2010-1 Supplement in an amount equal to \$\_\_\_\_\_(the "Principal Lease Deficit Disbursement"), which amount is equal to the lesser of (A) the product of (i) the Series 2010-1 Letter of Credit Provider's Pro Rata Share as of the date hereof and (ii) the lesser of (x) the amount by which the Series 2010-1 Lease Principal Payment Deficit on the related Distribution Date exceeds the amount to be deposited in

the Series 2010-1 Distribution Account in accordance with Section 4.5(c)(i) and (y) the Series 2010-1 Letter of Credit Liquidity Amount and (B) the Letter of Credit Amount as in effect on the date of this certificate.] The "Lease Deficit Disbursement" on any day shall be the sum of the Interest Lease Deficit Disbursement, if any, and the Principal Lease Deficit Disbursement, if any.

3. Concurrently with the draw being demanded hereby, the undersigned is making a draw under each of the other Series 2010-1 Letters of Credit in an amount equal to the related other Series 2010-1 Letter of Credit Providers' Pro Rata Share of the amount to be drawn on the Series 2010-1 Letters of Credit pursuant to Section 4.3(d) and/or 4.5(c)(ii) of the Series 2010-1 Supplement on the date hereof.

4. The Series 2010-1 Lease Payment Deficit is attributable to the Lessee's failure to pay amounts due under the Leases.

5. You are requested to deliver an amount equal to the Lease Deficit Disbursement pursuant to the following instructions:

[Insert payment instructions for wire to the  
Trustee and payment date]

6. The Trustee acknowledges that, pursuant to the terms of the Series 2010-1 Letter of Credit, upon the Series 2010-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced by an amount equal to the amount paid by the Series 2010-1 Letter of Credit Provider in respect of such draw.

IN WITNESS WHEREOF, the Trustee has executed and delivered this certificate on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX B

CERTIFICATE OF UNPAID DEMAND NOTE DEMAND

[Series 2010-1 Letter of Credit Provider]

Facsimile number [\_\_\_\_\_]

Alternately to [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Certificate of Unpaid Demand Note Demand under the Irrevocable Letter of Credit No. [\_\_\_\_\_] (the "Series 2010-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated), dated [\_\_\_\_\_] 20\_\_, issued by [\_\_\_\_\_] as the Series 2010-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), under that certain Amended and Restated Base Indenture (as may be amended from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between the Trustee and Centre Point Funding, LLC ("CPF"), as supplemented by that certain Series 2010-1 Supplement thereto (the "Series 2010-1 Supplement") and, together with the Base Indenture, the "Indenture"), dated as of March 9, 2010, among CPF, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2010-1 Agent and Securities Intermediary.

The undersigned, a duly authorized officer of the Trustee, hereby certifies to the Series 2010-1 Letter of Credit Provider as follows:

1. [ ] is the Trustee under the Indenture.

2. The Trustee is making a drawing under the Series 2010-1 Letter of Credit as required by Section [4.5(c)(iv)], [4.5(d)(iii)] of the Series 2010-1 Supplement in an amount equal to \$\_\_\_\_\_ (the "Unpaid Demand Note Disbursement"), which amount is equal to the lesser of (i) the product of the Series 2010-1 Letter of Credit Provider's Pro Rata Share as of the date hereof and the Series 2010-1 Unpaid Demand Amount and (ii) the Letter of Credit Amount as in effect on the date of this certificate.

3. Concurrently with the draw being demanded hereby, the undersigned is making a draw under each of the other Series 2010-1 Letters of Credit in an amount equal to the related other Series 2010-1 Letter of Credit Providers' Pro Rata Share of the Series 2010-1 Unpaid Demand Amount.

4. You are requested to deliver an amount equal to the Unpaid Demand Note Disbursement pursuant to the following instructions:

[Insert payment instructions for wire to the  
Trustee and payment date]

5. The Trustee acknowledges that, pursuant to the terms of the Series 2010-1 Letter of Credit, upon the Series 2010-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced by

an amount equal to the amount paid by the Series 2010-1 Letter of Credit Provider in respect of such draw.

IN WITNESS WHEREOF, the Trustee has executed and delivered this certificate on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX C

CERTIFICATE OF TERMINATION DEMAND

[Series 2010-1 Letter of Credit Provider]

Facsimile number [\_\_\_\_\_]

Alternately to [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Certificate of Termination Demand under the Irrevocable Letter of Credit No. [\_\_\_\_\_] (the "Series 2010-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated), dated [\_\_\_\_\_] 20\_\_, issued by [\_\_\_\_\_] as the Series 2010-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), under that certain Amended and Restated Base Indenture (as may be amended from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between the Trustee and Centre Point Funding, LLC ("CPF"), as supplemented by that certain Series 2010-1 Supplement thereto (the "Series 2010-1 Supplement" and, together with the Base Indenture, the "Indenture"), dated as of March 9, 2010, among CPF, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2010-1 Agent and Securities Intermediary.

The undersigned, a duly authorized officer of the Trustee, hereby certifies to the Series 2010-1 Letter of Credit Provider as follows:

1. [\_\_\_\_\_] is the Trustee under the Indenture.

2. The Trustee is making a drawing under the Series 2010-1 Letter of Credit as required by Section 4.8[(b)].[(c)] of the Series 2010-1 Supplement in an amount equal to \$\_\_\_\_\_(the "Termination Disbursement"), which amount is equal to the lesser of (i) the Pro Rata Share of the greater of (A) the excess, if any, of the Series 2010-1 Required Enhancement Amount over the Series 2010-1 Enhancement Amount, excluding the Letter of Credit Amount as in effect on the date of this certificate and (B) the excess, if any, of the Series 2010-1 Required Liquidity Amount over the Series 2010-1 Liquidity Amount, excluding the Letter of Credit Amount on the date of this certificate and (ii) the Letter of Credit Amount as in effect on the date of this certificate.

3. You are requested to deliver an amount equal to the Termination Disbursement pursuant to the following instructions:

[Insert payment instructions for wire to the  
Trustee and payment date]

4. The Trustee acknowledges that, pursuant to the terms of the Series 2010-1 Letter of Credit, upon the Series 2010-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced by an amount equal to the amount paid by the Series 2010-1 Letter of Credit in respect of such draw.

IN WITNESS WHEREOF, the Trustee has executed and delivered this certificate on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:



ANNEX D

CERTIFICATE OF TERMINATION DATE DEMAND

[Series 2010-1 Letter of Credit Provider]

Facsimile number [\_\_\_\_\_]

Alternately to [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Certificate of Termination Date Demand under the Irrevocable Letter of Credit No. [\_\_\_\_\_] (the "Series 2010-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated), dated [\_\_\_\_\_] 20\_\_, issued by [\_\_\_\_\_] as the Series 2010-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), under that certain Amended and Restated Base Indenture (as may be amended from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between the Trustee and Centre Point Funding, LLC ("CPF"), as supplemented by that certain Series 2010-1 Supplement thereto (the "Series 2010-1 Supplement" and, together with the Base Indenture, the "Indenture"), dated as of March 9, 2010, among CPF, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2010-1 Agent and Securities Intermediary.

The undersigned, a duly authorized officer of the Trustee, hereby certifies to the Series 2010-1 Letter of Credit Provider as follows:

1. [ ] is the Trustee under the Indenture.

2. The Trustee is making a drawing under the Series 2010-1 Letter of Credit as required by Section 4.8(j) of the Series 2010-1 Supplement in an amount equal to \$\_\_\_\_\_(the "Termination Date Disbursement"), which amount is equal to the lesser of (A) the product of (i) the Series 2010-1 Letter of Credit Provider's Pro Rata Share as of the date hereof and (ii) the lesser of (x) the excess of the Series 2010-1 Demand Note Payment Amount over the Series 2010-1 Available Reserve Account Amount (prior to giving effect to any transfer to the Series 2010-1 Cash Collateral Account pursuant to Section 4.7(e) of the Series 2010-1 Supplement) and (y) the Series 2010-1 Letter of Credit Liquidity Amount and (B) the Letter of Credit Amount as in effect on the date of this certificate.

3. Concurrently with the draw being demanded hereby, the undersigned is making a draw under each of the other Series 2010-1 Letters of Credit in an amount equal to the related other Series 2010-1 Letter of Credit Providers' Pro Rata Share of the lesser of (x) the excess of the Series 2010-1 Demand Note Payment Amount over the Series 2010-1 Available Reserve Account Amount (prior to giving effect to any transfer to the Series 2010-1 Cash Collateral Account pursuant to Section 4.7(e) of the Series 2010-1 Supplement) and (y) the Series 2010-1 Letter of Credit Liquidity Amount.

4. You are requested to deliver an amount equal to the Termination Date Disbursement pursuant to the following instructions:

[Insert payment instructions for wire to the  
Trustee and payment date]

5. The Trustee acknowledges that, pursuant to the terms of the Series 2010-1 Letter of Credit, upon the Series 2010-1 Letter of Credit Provider's honoring in full the draw amount set forth in this certificate, the Letter of Credit Amount shall be automatically reduced to zero and the Series 2010-1 Letter of Credit shall terminate and be immediately returned to the Series 2010-1 Letter of Credit Provider.

IN WITNESS WHEREOF, the Trustee has executed and delivered this certificate on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX E

CERTIFICATE OF REINSTATEMENT OF LETTER OF CREDIT AMOUNT

[Series 2010-1 Letter of Credit Provider]

Facsimile number [\_\_\_\_\_]

Alternately to [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Certificate of Reinstatement of Letter of Credit Amount under the Irrevocable Letter of Credit No. [\_\_\_\_\_] (the "Series 2010-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated), dated [\_\_\_\_\_] 20\_\_, issued by [\_\_\_\_\_] as the Series 2010-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), under that certain Amended and Restated Base Indenture (as may be amended from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between the Trustee and Centre Point Funding, LLC ("CPF"), as supplemented by that certain Series 2010-1 Supplement thereto (the "Series 2010-1 Supplement" and, together with the Base Indenture, the "Indenture"), dated as of March 9, 2010, among CPF, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2010-1 Agent and Securities Intermediary.

The undersigned, a duly authorized officer of Avis Budget Car Rental, LLC ("ABCR"), hereby certifies to the Series 2010-1 Letter of Credit Provider as follows:

1. As of the date of this certificate, the Series 2010-1 Letter of Credit Provider has been reimbursed by [\_\_\_\_\_] in the amount of \$[\_\_\_\_\_] (the "Reimbursement Amount") in respect of the [Lease Deficit Demand] [Unpaid Demand Note Demand] made on \_\_\_\_\_, 20\_\_.

2. ABCR hereby notifies you that, pursuant to the terms and conditions of the Series 2010-1 Letter of Credit, the Letter of Credit Amount of the Series 2010-1 Letter of Credit Provider is hereby reinstated in the amount of \$[\_\_\_\_\_] (the "Reinstatement Amount") [*NOT TO EXCEED REIMBURSEMENT AMOUNT*] so that the Letter of Credit Amount of the Series 2010-1 Letter of Credit Provider after taking into account such reinstatement is in an amount equal to \$[\_\_\_\_\_] [*NOT TO EXCEED MAXIMUM AMOUNT OF LETTER OF CREDIT PRIOR TO DRAWING*].

3. As of the date of this Certificate, no Event of Bankruptcy with respect to ABCR, BRAC or the Lessee has occurred and is continuing. "Event of Bankruptcy", with respect to the Lessee, ABCR or BRAC, means (a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or any substantial part of its assets, or any similar action with respect to such Person under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or

proceeding shall continue undismissed, or unstayed and in effect, for a period of 60 consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect; or (b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors; or (c) the board of directors of such Person (if such Person is a corporation or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

IN WITNESS WHEREOF, ABCR has executed and delivered this certificate on this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_.

AVIS BUDGET CAR RENTAL, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

Acknowledged and Agreed:

The undersigned hereby acknowledges receipt of the Reimbursement Amount (as defined above) in the amount set forth above and agrees for the benefit of the Trustee that the undersigned's Letter of Credit Amount is in an amount equal to \$\_\_\_\_\_as of the date hereof after taking into account the reinstatement of the undersigned's Letter of Credit Amount by an amount equal to the Reinstatement Amount.

[Series 2010-1 Letter of Credit Provider]

By: \_\_\_\_\_

Name:

Title:

ANNEX F

CERTIFICATE OF TERMINATION

[Series 2010-1 Letter of Credit Provider]

Facsimile number [\_\_\_\_\_]

Alternately to [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Certificate of Termination of Letter of Credit Amount under the Irrevocable Letter of Credit No. [\_\_\_\_\_] (the "Series 2010-1 Letter of Credit"; the terms defined therein and not otherwise defined herein being used herein as therein defined or incorporated), dated [\_\_\_\_\_] 20\_\_, issued by [\_\_\_\_\_] as the Series 2010-1 Letter of Credit Provider, in favor of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), under that certain Amended and Restated Base Indenture (as may be amended from time to time in accordance with its terms, the "Base Indenture"), dated as of March 9, 2010, between the Trustee and Centre Point Funding, LLC ("CPF"), as supplemented by that certain Series 2010-1 Supplement thereto (the "Series 2010-1 Supplement" and, together with the Base Indenture, the "Indenture"), dated as of March 9, 2010, among CPF, the Trustee and The Bank of New York Mellon Trust Company, N.A., as Series 2010-1 Agent and Securities Intermediary.

The undersigned, duly authorized officer of the Trustee, hereby certifies to the Series 2010-1 Letter of Credit Provider as follows:

1. [\_\_\_\_\_] is the Trustee under the Indenture.
2. As of the date of this certificate, the Series 2010-1 Letter of Credit Termination Date has occurred under the Series 2010-1 Supplement.
3. The Trustee hereby notifies the Series 2010-1 Letter of Credit Provider that as a result of the occurrence of the Series 2010-1 Letter of Credit Termination Date, the undersigned is returning the Series 2010-1 Letter of Credit Provider's Series 2010-1 Letter of Credit to the Series 2010-1 Letter of Credit Provider.

IN WITNESS WHEREOF, a duly authorized officer of the Trustee has executed and delivered this certificate on behalf of the Trustee on this \_\_\_\_\_ day of \_\_\_\_\_.

[ \_\_\_\_\_ ],  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX G

REQUEST TO TRANSFER

[Series 2010-1 Letter of Credit Provider]

Date: \_\_\_\_\_

[Address]

Attn: [\_\_\_\_\_]

Re: [Series 2010-1 Letter of Credit Provider] Irrevocable Standby Letter of Credit No. [\_\_\_\_\_] dated [\_\_\_\_\_] , 20\_\_

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

NAME OF TRANSFEREE

\_\_\_\_\_  
(Print Name and complete address of the Transferee) "Transferee"

ADDRESS OF TRANSFEREE

\_\_\_\_\_

CITY, STATE/COUNTRY ZIP

\_\_\_\_\_

In accordance with ISP98, Rule 6, regarding transfer of drawing rights, all rights of the undersigned Transferor in such Credit are transferred to the Transferee, who shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned Transferor.

The original Credit, including amendments to this date, is attached and the undersigned Transferor requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned Transferor requests that you notify the Transferee of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred. The undersigned Transferor acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Transferee.

If you agree to these instructions, please advise the Transferee of the terms and conditions of this transferred Credit and these instructions.

Payment of transfer fee of U.S \$\_\_\_\_\_ is for the account of the Applicant who agrees to pay you on demand any expense or cost you may incur in connection with the transfer. Receipt of such shall not constitute consent by you to effect the transfer.

Transferor represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers (b) have been duly authorized (c) constitute our legal, valid, binding and enforceable obligation (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties (e) do not require any notice, filing or other action to, with, or by any governmental authority (f) the enclosed Credit is original and complete, (g) there is no outstanding demand or request for payment or transfer under the Credit affecting the rights to be transferred, (h) the Transferee's name and address are correct and complete and the Transferee's use of the Credit as transferred and the transactions underlying the Credit and the requested Transfer do not violate any applicable United States or other law, rule or regulation.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Transferee.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

This Request is made subject to ISP98 and is subject to and shall be governed by the laws of the State of New York, without regard to principles of conflict of laws.

(Signature Page Follows)

Sincerely yours,

\_\_\_\_\_  
(Print Name of Transferor)

\_\_\_\_\_  
(Transferor's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

Acknowledged:

\_\_\_\_\_  
(Print Name of Transferee)

\_\_\_\_\_  
(Transferee's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date)



Form of Monthly Noteholders Statement

[ATTACHED]

ADMINISTRATION AGREEMENT  
(GROUP II)

This ADMINISTRATION AGREEMENT (GROUP II), dated as of March 9, 2010 (this "Agreement"), is by and among CENTRE POINT FUNDING, LLC, a special purpose limited liability company established under the laws of Delaware ("CPF"), BUDGET TRUCK RENTAL LLC, a Delaware limited liability company ("BTR"), as administrator (the "Administrator"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, not in its individual capacity but solely as Trustee (the "Trustee") under that certain Amended and Restated Base Indenture, dated as of March 9, 2010 (as amended, modified or supplemented from time to time in accordance with the provisions thereof, the "Base Indenture"), between CPF and the Trustee.

WHEREAS, CPF has entered into the Series 2010-1 Related Documents (as defined in that certain Series 2010-1 Supplement to Amended and Restated Base Indenture, dated as of March 9, 2010 (the "Series 2010-1 Supplement"), among CPF, BTR and the Trustee) to which it is a party in connection with the issuance of the Rental Truck Asset Backed Notes, Series 2010-1 (the "Series 2010-1 Notes"), pursuant to the Base Indenture and the Series 2010-1 Supplement;

WHEREAS, CPF may from time to time enter into additional Series Supplements and other related documents in connection with the issuance of additional Series of Notes that are each designated in the related Series Supplement as a "Group II Series of Notes" (each such Series of Notes, together with the Series 2010-1 Notes, the "Group II Series of Notes") pursuant to the Base Indenture and the applicable Series Supplements thereto (such Series Supplements, together with the Series 2010-1 Supplement, the "Group II Series Supplements", and the Base Indenture, together with all Group II Series Supplements thereto, the "Indenture");

WHEREAS, pursuant to the Series 2010-1 Related Documents and the Applicable Related Documents entered into in connection with the issuance of additional Group II Series of Notes (collectively, the "Group II Related Documents"), CPF is required to perform certain duties in connection with the Group II Series of Notes and the related Group Specific Collateral pledged therefor pursuant to the Indenture (the "Group II Collateral");

WHEREAS, CPF desires to have the Administrator perform certain of its respective duties under the Group II Related Documents and provide such additional services consistent with the terms of this Agreement and the Group II Related Documents as CPF may from time to time request; and

WHEREAS, the Administrator has the capacity to provide the services required hereby and is willing to perform such services for CPF on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions and Usage. Unless otherwise specified herein, capitalized terms used herein (including the preamble and recitals hereto) shall have the meanings assigned to such terms in the Indenture.

2. Duties of the Administrator. (a) Certain Duties with Respect to the Indenture and Applicable Related Documents. The Administrator agrees (i) to perform all duties assigned to it as Administrator under the Applicable Related Documents with respect to any Group II Series of Notes (it being understood that the terms of such documents, to the extent related to such duties, are hereby incorporated by reference herein and form terms hereof) and (ii) to observe each and every of the covenants (both affirmative and negative) of the Administrator in any Applicable Related Documents with respect to any Group II Series of Notes. To the extent relating to the Collateral or the Group II Collateral, the Administrator shall prepare for execution by CPF or shall cause the preparation by other appropriate persons of all such documents, reports, filings, instruments, certificates and opinions as it shall be the duty of CPF to prepare, file or deliver pursuant to the Base Indenture or the Applicable Related Documents with respect to any Group II Series of Notes. Without limiting the foregoing, the Administrator agrees to perform the following duties on behalf of CPF under the Indenture with respect to each Group II Series of Notes:

(A) the preparation and delivery to the Trustee of written instructions with respect to the investment of funds on deposit in any account specified in the related Group II Series Supplement and the liquidation of such investments as required or permitted pursuant to the provisions of such Group II Series Supplement;

(B) the preparation and delivery to the Trustee of the Daily Report required to be prepared pursuant to Section 4.1(a) of the Base Indenture, to the extent related to (i) deposits in, and withdrawals from, the Collection Account with respect to Group II Collateral and (ii) the Group II Collection Account;

(C) the delivery to the Trustee of copies of all reports, certificates, information or other materials delivered to CPF under that certain Master Motor Vehicle Operating Lease Agreement (Group II), dated as of March 9, 2010 (the "Group II CPF Lease"), among CPF, as lessor (the "Lessor"), BTR, as lessee (the "Lessee"), and Avis Budget Car Rental, LLC (the "Guarantor"), pursuant to Section 4.1(b) of the Base Indenture;

(D) the preparation and delivery to the Trustee and the Paying Agent of the Monthly Certificate with respect to the Group II Series of Notes required to be delivered pursuant to Section 4.1(c) of the Base Indenture;

(E) the preparation and delivery to the Paying Agent of the Monthly Noteholders' Statement with respect to each Group II Series of Notes required to be delivered pursuant to Section 4.1(d) of the Base Indenture;

(F) the preparation and delivery to the Trustee of the monthly Officer's Certificate with respect to the Collateral and the Group II Collateral pursuant to Section 4.1(e) of the Base Indenture;

- (G) the preparation and delivery to the Trustee of the quarterly Officer's Certificate pursuant to Section 4.1(f) of the Base Indenture;
- (H) the preparation and delivery of any additional information regarding the financial position, results of operations or business of the Lessee, the Guarantor, the Administrator, or CPF as the Trustee may reasonably request, to the extent that such information is available to CPF under the Group II Related Documents or the Applicable Related Documents for any other Series of Notes, pursuant to Section 4.1(g) of the Base Indenture;
- (I) the preparation and delivery to the Trustee and the Paying Agent of written instructions to make withdrawals and payments from the Collection Account (with respect to amounts to be credited to the Group II Collection Account) and any other accounts specified in any Group II Series Supplement (including the Group II Collection Account), and to make drawings under any Enhancement, pursuant to Section 4.1(h) of the Base Indenture and the provisions of any Group II Series Supplement;
- (J) the preparation of the Annual Noteholders' Tax Statement with respect to each Group II Series of Notes, pursuant to Section 4.2(b) of the Base Indenture;
- (K) the delivery to any Noteholder of any Group II Series of Notes and to any prospective purchaser of such Notes of the information required by Rule 144A(d)(4) of the Securities Act pursuant to Section 4.3 of the Base Indenture;
- (L) the preparation and delivery to the Trustee of written instructions with respect to the investment of amounts in the Collection Account (with respect to amounts to be credited to the Group II Collection Account), the Group II Collection Account and any other account with respect to any Group II Series of Notes in accordance with the Collection Account Control Agreement or other applicable account control agreement pursuant to Section 5.1(b) of the Base Indenture;
- (M) the preparation and delivery to the Trustee of written instructions to establish and maintain the Group II Collection Account, any applicable Series Accounts and/or administrative sub-accounts of the Collection Account pursuant to Section 5.1(d) of the Base Indenture;
- (N) the preparation and delivery to the Trustee of the notice of defaults applicable to the Group II Series of Notes and the accompanying Officer's Certificate pursuant to Section 8.9 of the Base Indenture;
- (O) the preparation and delivery to the Trustee of the notice of material proceedings pursuant to Section 8.10 of the Base Indenture;
- (P) the preparation and delivery to the Trustee of other information as the Trustee may reasonably request pursuant to Section 8.11 of the Base Indenture;
- (Q) the preparation and delivery to the Trustee, and filing of, all supplements, amendments, financing statements, continuation statements, if any, instruments of further

assurance and other instruments necessary to protect the security interests in the Collateral and the Group II Collateral pursuant to Section 8.12(a) of the Base Indenture;

(R) the delivery to the Trustee of the Opinions of Counsel pursuant to Section 7.15 of the Series 2010-1 Supplement;

(S) the making of any required filings and the delivery to the Trustee of the Officer's Certificate, Opinion of Counsel and copies of such filings, in connection with a change of location or legal name pursuant to Section 8.20 of the Base Indenture;

(T) the arrangement for the prompt sale of each Group II CPF Truck returned to CPF pursuant to Section 8.26 of the Base Indenture;

(U) the arrangement for the acquisition of additional Trucks intended to become Group II CPF Trucks and corresponding notice to the Trustee pursuant to Section 8.27 of the Base Indenture;

(V) the obtaining and maintenance of insurance coverage for the Group II CPF Trucks and the provision for prior written notice to the Trustee of changes in, or cancellation of, such insurance coverage pursuant to Section 8.28 of the Base Indenture;

(W) the delivery to the Trustee of the written certification prepared by an independent certified public accountant, the Officer's Certificates and Opinions of Counsel, if so required, relating to termination of the Indenture pursuant to Section 11.1(b) of the Base Indenture;

(X) the delivery of the Opinion of Counsel, Officer's Certificate and any documentation required in connection with the amendments, modifications or waivers of the Base Indenture or any Group II Series Supplement pursuant to Section 12.1 of the Base Indenture;

(Y) the delivery of the Officer's Certificate and/or the Opinion of Counsel to the extent required in connection with the execution of a Supplement to the Base Indenture pursuant to Section 12.5 of the Base Indenture; and

(Z) the preparation and delivery of the Officer's Certificate to the extent required in connection with an action by the Trustee under the Indenture pursuant to Section 13.3 of the Base Indenture.

(b) Administrator to Act as Custodian of Certificates of Title. (i) To assure uniform quality in the servicing of the Collateral and the Group II Collateral and to reduce administrative costs, the Administrator hereby accepts the duty to act as the agent of the Trustee as custodian of the Certificates of Title (the "Group II Certificates of Title") with respect to the Group II CPF Trucks, including the obligations set forth in Section 18.3 of the Group II CPF Lease. The Trustee may revoke such agency at any time, and upon such revocation the Administrator shall promptly deliver all Group II Certificates of Title to the Trustee.

(ii) On or prior to the Series Closing Date for the Series 2010-1 Notes, the Administrator shall deliver to the Trustee a copy of its written procedures and standards for handling and monitoring vehicle titles, including procedures upon the acquisition and disposition of vehicles. The Administrator shall comply with such procedures and standards in performing its duties hereunder as custodian of the Group II Certificates of Title. The Administrator, in its capacity as custodian, shall hold the Group II Certificates of Title on behalf of the Trustee for the use and benefit of all present and future Group II Secured Parties with an interest therein, and maintain such accurate and complete records (either original execution documents or copies of such originally executed documents shall be sufficient for such purposes), and computer systems pertaining to each Group II Certificate of Title as shall enable the Trustee to comply with this Agreement and the other Group II Related Documents. The Administrator shall promptly report to the Trustee any material failure on its part to hold the Group II Certificates of Title and maintain its records and computer systems as herein provided and promptly take appropriate action to remedy any such failure. The Administrator hereby consents to the inspection of the Group II Certificates of Title from time to time by the Trustee or any authorized representative of the Trustee and to the provisions relating to the Administrator set forth in Section 7 of the Group II CPF Lease. Nothing herein shall be deemed to require an initial review or any periodic review by the Trustee of the Group II Certificates of Title. The Trustee shall not be liable for the acts of the Administrator.

(iii) The Administrator shall notify the Trustee and each Enhancement Provider with respect to the Group II Series of Notes, if any, of the initial location of the Group II Certificates of Title and the related records and computer systems maintained by the Administrator and shall notify the Trustee and each such Enhancement Provider prior to any change in location of the Group II Certificates of Title and such related records and computer systems.

(iv) Upon instruction from the Trustee, the Administrator shall release any Group II Certificate of Title to the Trustee, at such place or places as the Trustee may reasonably designate as soon as reasonably practicable; provided, however, that upon the occurrence of an Amortization Event, a Liquidation Event of Default with respect to the Group II Series of Notes or a Limited Liquidation Event of Default with respect to any Group II Series of Notes and at the request of the Trustee, the Administrator shall promptly deliver all Group II Certificates of Title to the Trustee or its agent. In connection with any such instruction of the Trustee, the Administrator may, in lieu of delivering any original Group II Certificates of Title, deliver copies thereof stored on microfiche, computer disk or on such other image storage or electronic media as the Administrator shall maintain in accordance with its customary practices and which is in a format acceptable to the Trustee; provided, however, that the Administrator shall deliver to the Trustee the original Group II Certificates of Title if the Trustee so instructs the Administrator. The Administrator shall not be responsible for any loss occasioned by the failure of the Trustee, its agent or its designee to return any Group II Certificate of Title or any delay in doing so. All instructions from the Trustee shall be in writing and signed by a Trust Officer, and the Administrator shall be deemed to have received proper instructions with respect to the Group II Certificates of Title upon its receipt of such written instruction. A certified copy of a by-law or of a resolution of the Board of Directors of the Trustee shall constitute conclusive evidence of the authority of any such Trust Officer to act and shall be considered in full force and effect until receipt by the Administrator of written notice to the contrary given by the Trustee.

(v) The Trustee hereby grants to the Administrator a power of attorney, with full power of substitution to take any and all actions, solely for the following limited purposes, in the name of the Trustee, (x) to note the Trustee as the holder of a first Lien on the Group II Certificates of Title and/or otherwise ensure that the first Lien shown on any and all Group II Certificates of Title is in the name of the Trustee and (y) to release the Lien in the name of the Trustee or the Group II Nominee Lienholder on any Group II Certificate of Title in connection with the sale or disposition of the related Group II CPF Truck permitted pursuant to the provisions of the Group II Related Documents. Nothing in this Agreement shall be construed as authorization from the Trustee to the Administrator to release any Lien on the Group II Certificates of Title except upon compliance with the Group II Related Documents. The Trustee shall have the right to terminate such power of attorney (including the related power granted pursuant to the following sentence) at any time by giving written notice to such effect to the Administrator. To further evidence such power of attorney, the Trustee agrees that upon request of the Administrator from time to time it will execute a separate power of attorney substantially in the form of Exhibit A hereto.

(c) Certain Duties with Respect to the Group II CPF Lease. The Administrator agrees to perform its duties and certain duties on behalf of CPF under the Group II CPF Lease, including, but not limited to the following:

(A) upon the sale of a Group II CPF Truck, to request the Trustee to remove notation of its Lien (or, if applicable, to cause any Group II Nominee Lienholder to remove notation of its Lien) from the Group II Certificate of Title therefor pursuant to Section 2.6(a) of the Group II CPF Lease;

(B) upon payment by the Lessee to the Lessor of the Termination Value of any Group II CPF Truck that has become a Casualty or an Ineligible Truck, (i) to cause title to such Group II CPF Truck to be transferred to the Lessee to facilitate liquidation of such Group II CPF Truck by the Lessee and (ii) to request the Trustee to remove notation of its Lien (or, if applicable, to cause any Group II Nominee Lienholder to remove notation of its Lien) from the Group II Certificate of Title for such Group II CPF Truck pursuant to Section 6.2 of the Group II CPF Lease;

(C) to promptly and duly execute, deliver, file and record all documents, statements, filings and registrations, and take such further actions as may be requested to establish, perfect and maintain the Lessor's rights to and interest in, and to perfect and maintain the Trustee's first Lien in the name of the Trustee or the Group II Nominee Lienholder on, the Group II CPF Trucks and the Group II Certificates of Title therefor pursuant to Section 7 of the Group II CPF Lease;

(D) to determine the Truck Special Damage Payments applicable to Group II CPF Trucks at the time of their sale, return or other disposition in accordance with the Group II Related Documents pursuant to Section 13.2(a) of the Group II CPF Lease;

(E) to make requests for, and to provide a statement documenting any request for, reimbursement or prepayment for costs identified therein pursuant to Section 16.2 of the Group II CPF Lease;

(F) to notify the Lessee of any claim made against it for which the Lessee or the Lessor may be liable and, upon request by the Lessee, to contest or allow the Lessee to contest such claim pursuant to Section 16.3 of the Group II CPF Lease;

(G) upon a Lease Event of Default, Liquidation Event of Default with respect to the Group II Series of Notes or Limited Liquidation Event of Default with respect to any Group II Series of Notes, to pursue and enforce the rights of CPF thereunder pursuant to Section 18.3 of the Group II CPF Lease; and

(H) to indicate on its computer records that the Trustee is the holder of a Lien on each Group II CPF Truck leased under the Group II CPF Lease.

3. Shared Duties; Additional Duties; Additional Information. To the extent that any of the Administrator's duties hereunder relate to any matter which also is within the scope of duties assigned to the administrator under the Applicable Administration Agreement with respect to any Series of Notes in any other Group, the Administrator shall consult and coordinate with the administrator under such Applicable Administration Agreement in performing its duties hereunder. Subject to Section 9 of this Agreement, and in accordance with the directions of any party hereto, the Administrator shall administer, perform or supervise the performance of such other activities in connection with the Collateral, the Group II Collateral and the Group II Related Documents as are not covered by any of the foregoing provisions and as are expressly requested by such party and are reasonably within the capability of the Administrator. The Administrator shall furnish to any party hereto from time to time such additional information regarding the Collateral and the Group II Collateral as such party shall reasonably request.

4. Records. The Administrator shall maintain appropriate books of account and records relating to services performed hereunder, which books of account and records shall be accessible for inspection by any party hereto at any time during normal business hours.

5. Compensation. As compensation for the performance of the Administrator's obligations under this Agreement and, as reimbursement for its expenses related thereto, the Administrator shall be entitled to a fee payable monthly in the amount of one-twelfth of the product of 0.50% and the Net Book Value of all Group II CPF Trucks as of the first day of the applicable Related Month (the "Monthly Administration Fee"); provided, however, that if an Amortization Event with respect to any Group II Series of Notes shall have occurred and be continuing, the Monthly Administration Fee will equal the greater of (A) the amount of the Monthly Administration Fee calculated pursuant to the preceding clause, and (B) the product of (x) \$20.00 and (y) the number of Group II CPF Trucks as of the first day of the applicable Related Month. The Monthly Administration Fee shall be payable by CPF on each Distribution Date. In addition, the Administrator shall also be entitled to the reasonable costs and expenses of the Administrator incurred by it as a result of arranging for the sale of any Group II CPF Truck returned by the Lessee to CPF and sold to third parties; provided, however, that such costs and expenses shall be payable to the Administrator by CPF only to the extent of any excess of the sale price received by CPF for any such Group II CPF Truck over the Termination Value thereof.

6. Use of Subcontractors. The Administrator may contract with other Persons to assist it in performing its duties under this Agreement, and any performance of such duties by a



Person identified to the Trustee in an Officer's Certificate of the Administrator shall be deemed to be action taken by the Administrator. Any such contract shall not relieve the Administrator of its liability and responsibility with respect to the duties to which such contract relates.

7. Transactions with Affiliates. In carrying out the foregoing duties or any of its other obligations under this Agreement, the Administrator may enter into transactions or otherwise deal with any of its Affiliates; provided, however, that the terms of any such transactions or dealings shall be in accordance with any directions received from CPF and the Trustee and shall be, in the Administrator's opinion, no less favorable to the parties hereto than would be available from unaffiliated parties.

8. Indemnification. The Administrator shall indemnify and hold harmless CPF, the Trustee, the Noteholders of each Group II Series of Notes and their respective directors, officers, agents and employees (collectively, the "Indemnified Parties") from and against any loss, liability, expense, damage or injury (a "Loss") suffered or sustained by reason of any acts, omissions or alleged acts or omissions arising out of the activities of the Administrator pursuant to this Agreement and the other Group II Related Documents, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided, however, that the Administrator shall not indemnify any Indemnified Party if such acts, omissions or alleged acts or omissions constitute bad faith, negligence or willful misconduct by such Indemnified Party. The indemnity provided herein shall survive the termination of this Agreement and the removal of the Administrator. In furtherance and not in limitation of the foregoing, the Administrator shall indemnify and hold harmless each of the Indemnified Parties from and against any Losses arising out of or relating to:

(i) any failure by the Administrator to perform its duties, covenants and obligations in accordance with the other provisions of this Agreement or any other Group II Related Document to which it is a party;

(ii) the failure by the Administrator to comply with any applicable law, rule or regulation with respect to its activities as Administrator hereunder; or

(iii) any representation or warranty made by the Administrator under or in connection with any Group II Related Document or any report, certificate, information or other material provided by the Administrator to the Trustee or the Noteholders of any Group II Series of Notes (including, without limitation, any Daily Report, Monthly Certificate or Monthly Noteholders' Statement) (collectively, the "Administrator Information"), which shall have been false, incorrect or misleading in any material respect when made or deemed made.

9. Independence of the Administrator. Unless otherwise provided in the Group II Related Documents, the Administrator shall be an independent contractor and shall not be subject to the supervision of CPF or the Trustee with respect to the manner in which it accomplishes the performance of its obligations hereunder. Other than pursuant to Section 2(b) hereof, unless expressly authorized by the Trustee, the Administrator shall have no authority to

act for or represent the Trustee in any way and shall not otherwise be deemed an agent of the Trustee.

10. No Joint Venture. Nothing contained in this Agreement shall (i) constitute the Administrator and any of CPF and the Trustee (or any other Person) as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) be construed to impose any liability as such on any of them or (iii) be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others.

11. Other Activities of Administrator.

(a) Nothing herein shall prevent the Administrator or its Affiliates from engaging in other businesses or, in its sole discretion, from acting in a similar capacity as an administrator for any other person or entity even though such person or entity may engage in business activities similar to those of the parties hereto.

12. Term of Agreement; No Resignation; Removal.

(a) This Agreement shall continue in force until the termination of the Indenture, the Group II CPF Lease, and the Group II Collection Account Control Agreement, in accordance with their respective terms and the payment in full of all obligations owing thereunder, upon which event this Agreement shall automatically terminate. In the event that the Indenture terminates and all obligations owing thereunder have been paid in full, CPF shall have all rights of the Trustee under this Agreement.

(b) The Administrator shall not resign from the obligations and duties imposed hereunder.

(c) Subject to Sections 12(d) and 12(e) of this Agreement, the Trustee may, and at the written direction of the Requisite Group Investors with respect to the Group II Series of Notes shall, remove the Administrator upon written notice of termination from the Trustee to the Administrator if any of the following events (each, an "Administrator Default") shall occur:

(i) the Administrator shall default in the performance of any of its duties under this Agreement or any Group II Related Document and, after notice of such default, shall not cure such default within ten (10) days of the earlier of receiving notice of or learning of such default (or, if such default cannot be cured in such time, shall not give within ten (10) days such assurance of cure as shall be reasonably satisfactory to CPF and the Trustee);

(ii) an Event of Bankruptcy occurs with respect to the Administrator;

(iii) any representation or warranty made by the Administrator under or in connection with any Group II Related Document or any Administrator Information shall have been false, incorrect or misleading in any material respect when made or deemed made, and such representation or warranty shall continue to be incorrect ten (10) days after the earlier of the Administrator's receiving notice or learning of such default; or

(iv) the Administrator shall fail to comply with any applicable law, rule or regulation, which failure would have a Material Adverse Effect.

The Administrator agrees that if any Administrator Default shall occur, it shall give written notice thereof to each other party hereto promptly after the happening of such event, but in no event longer than seven (7) days thereafter.

(d) No removal of the Administrator pursuant to this Section 12 shall be effective until (i) a successor Administrator acceptable to the Trustee and each Enhancement Provider with respect to each Group II Series of Notes, if any, shall have been appointed by CPF and the Trustee and (ii) such successor Administrator shall have agreed in writing to be bound by the terms of this Agreement in the same manner as the Administrator is bound hereunder. CPF shall provide written notice of any such removal to the Trustee and each such Enhancement Provider.

(e) The appointment of any successor Administrator shall be effective only upon the satisfaction of the Rating Agency Condition with respect to each Group II Series of Notes Outstanding.

13. Action upon Termination or Removal. Promptly upon the effective date of termination of this Agreement pursuant to Section 12(a) or the removal of the Administrator pursuant to Section 12(c), the Administrator shall be entitled to be paid all fees and reimbursable expenses accruing to it to the date of such termination or removal. The Administrator shall forthwith upon such termination pursuant to Section 12(a) deliver to CPF all property and documents of or relating to the Collateral and the Group II Collateral then in the custody of the Administrator. In the event of the removal of the Administrator pursuant to Section 12(c), the Administrator shall cooperate with CPF and the Trustee and take all reasonable steps requested to assist CPF and the Trustee in making an orderly transfer of the duties of the Administrator, including, without limitation, delivering to a successor Administrator all property and documents of or relating to the Collateral and the Group II Collateral then in the custody of the retiring Administrator.

14. Notices. Any notice, report or other communication given hereunder shall be in writing and addressed as follows:

(a) If to CPF, to:

Centre Point Funding, LLC  
6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-7312  
Fax: (973) 496-5852

(b) If to the Administrator, to:

Budget Truck Rental LLC  
6 Sylvan Way

Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-5285  
Fax: (973) 496-5852

(c) If to the Trustee, to:

The Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street, Suite 1020  
Chicago, IL 60602  
Attention: Corporate Trust/Structured Finance  
Telephone: (312) 827-8570  
Fax: (312) 827-8562

or to such other address as any party shall have provided to the other parties in writing. Any notice (i) given in person shall be deemed delivered on the date of delivery of such notice, (ii) given by first class mail shall be deemed given three (3) days after the date that such notice is mailed, (iii) delivered by telex or telecopier shall be deemed given on the date of delivery of such notice, and (iv) delivered by overnight air courier shall be deemed delivered one Business Day after the date that such notice is delivered to such overnight courier. Copies of all notices must be sent by first class mail promptly after transmission by facsimile.

15. Amendments. This Agreement may be amended by a written amendment duly executed and delivered by CPF, the Administrator and the Trustee with the written consent of the Requisite Group Investors with respect to the Group II Series of Notes, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of Noteholders of the Group II Series of Notes; provided, however, that no such amendment may (i) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Collateral or the Group II Collateral or distributions that are required to be made for the benefit of the Noteholders of the Group II Series of Notes or (ii) reduce the aforesaid percentage of the Noteholders of the Group II Series of Notes that is required to consent to any such amendment, without the consent of the Noteholders of all the Group II Series of Notes Outstanding. The Trustee shall have no obligation to execute any amendment hereto which affects its rights, duties and obligations.

16. Successors and Assigns. This Agreement may not be assigned by the Administrator unless such assignment is previously consented to in writing by CPF and the Trustee and the Rating Agency Condition is satisfied with respect to each Group II Series of Notes Outstanding. An assignment with such consent and satisfaction, if accepted by the assignee, shall bind the assignee hereunder in the same manner as the Administrator is bound hereunder. Notwithstanding the foregoing, this Agreement may be assigned by the Administrator without the consent of CPF or the Trustee to a corporation or other organization that is a successor (by merger, consolidation or purchase of assets) to the Administrator; provided that such successor organization executes and delivers to CPF or the Trustee an agreement in which such corporation or other organization agrees to be bound hereunder by the terms of said assignment in the same manner as the Administrator is bound hereunder. Subject

to the foregoing, this Agreement shall bind any successors or assigns of the parties hereto. Each of the parties hereto acknowledges that CPF has pledged all of its rights under this Agreement to the Trustee on behalf of the Group II Secured Parties pursuant to the Indenture.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

18. Headings. The Section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same agreement.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

21. Not Applicable to Budget Truck Rental LLC in Other Capacities. Nothing in this Agreement shall affect any right or obligation Budget Truck Rental LLC may have in any other capacity.

22. Nonpetition Covenant. The Administrator hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all of the Notes, it will not institute against, or join any other Person in instituting against CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 22 shall survive the termination of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CENTRE POINT FUNDING, LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

BUDGET TRUCK RENTAL LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., not in its individual capacity but solely as Trustee

By: /s/ Sally R. Tokich

Name: Sally R. Tokich

Title: Senior Associate

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee, does hereby make, constitute and appoint Budget Truck Rental LLC ("BTR"), acting through any of its "District Managers", "City Managers", "Director - Field Administration", "Fleet Managers", "Turn-back Managers", "Fleet Administration Supervisors" or "Fleet Administrators" as its true and lawful attorney-in-fact for it and in its name, place and stead, for the special and limited purpose of (1) recording liens in favor of The Bank of New York Mellon Trust Company, N.A., as trustee, on the certificate of title on any motor vehicle, (2) executing such other documents as are necessary in order to record liens on such motor vehicles in favor of The Bank of New York Mellon Trust Company, N.A., as trustee, (3) receiving (by mail or in person) and retaining in trust for, and on behalf of, The Bank of New York Mellon Trust Company, N.A., as trustee, the certificate of title and other registration documentation relating to such motor vehicles, (4) designating c/o BTR and BTR's address as the mailing address of The Bank of New York Mellon Trust Company, N.A., as trustee, for all documentation relating to the title and registration of such motor vehicles, (5) applying for duplicate certificates of title indicating the lien of The Bank of New York Mellon Trust Company, N.A., as trustee, where original certificates of title have been lost or destroyed and (6) upon the sale of any such motor vehicle in accordance with the terms and conditions of the Group II Related Documents (as defined in that certain Administration Agreement (Group II), dated as of March 9, 2010, by and among Centre Point Funding, LLC, BTR, and The Bank of New York Mellon Trust Company, N.A.), releasing the lien of The Bank of New York Mellon Trust Company, N.A. on such motor vehicle by executing any documents required in connection therewith.

The powers and authority granted hereunder shall, unless sooner terminated, revoked or extended, cease five years from the date of execution as set forth below.

[Signature page follows.]

IN WITNESS WHEREOF, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, has caused this instrument to be executed on its behalf by its duly authorized officer this 9th day of March, 2010.

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., as Trustee

By: \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_)  
County of \_\_\_\_\_)

Subscribed and sworn before me, a notary public, in and for said county and state, this 9th day of March, 2010.

\_\_\_\_\_  
Notary Public



MASTER MOTOR VEHICLE OPERATING  
LEASE AGREEMENT  
(GROUP II)

dated as of March 9, 2010

among

CENTRE POINT FUNDING, LLC,  
as Lessor,

BUDGET TRUCK RENTAL LLC,  
as Administrator  
as Lessee

and

AVIS BUDGET CAR RENTAL, LLC,  
as Guarantor

AS SET FORTH IN SECTION 23 HEREOF, LESSOR HAS ASSIGNED TO THE TRUSTEE (AS DEFINED HEREIN) CERTAIN OF ITS RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE. TO THE EXTENT, IF ANY, THAT THIS LEASE CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE TRUSTEE ON THE SIGNATURE PAGE THEREOF.

[THIS IS NOT COUNTERPART NO. 1]

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**MASTER MOTOR VEHICLE  
OPERATING LEASE AGREEMENT  
(GROUP II)**

This Master Motor Vehicle Operating Lease Agreement (Group II) (this "Agreement"), dated as of March 9, 2010, is made by and among CENTRE POINT FUNDING, LLC ("CPF"), a Delaware limited liability company (the "Lessor"), BUDGET TRUCK RENTAL LLC, a Delaware limited liability company ("BTR"), as lessee (the "Lessee") and as administrator (the "Administrator"), and AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company ("ABCR"), as guarantor (the "Guarantor").

W I T N E S S E T H :

WHEREAS, the Lessor intends to refinance or purchase trucks (the "Group II Trucks") that are manufactured by Eligible Truck Manufacturers with the proceeds obtained by the issuance of the Rental Truck Asset Backed Notes, Series 2010-1 pursuant to the Base Indenture (referred to below) and the Series 2010-1 Supplement to Amended and Restated Base Indenture, dated as of March 9, 2010, among CPF, BTR and the Trustee, and any additional Group II Series of Notes issued from time to time under the Base Indenture and related Group II Series Supplements thereto.

WHEREAS, the Lessor desires to lease to the Lessee and the Lessee desires to lease from the Lessor the Group II Trucks set forth on Attachment A hereto for use in the daily rental business of the Lessee; and

WHEREAS, the Guarantor has, pursuant to Section 22 hereof, guaranteed the obligations of the Lessee under this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise specified herein, capitalized terms used herein (including the preamble and recitals hereto) shall have the meanings ascribed to such terms in Appendix 1 hereto. If a capitalized term is not defined in Appendix 1, such capitalized term shall have the meaning ascribed to such term in the Definitions List attached as Annex I to the Amended and Restated Base Indenture, dated as of March 9, 2010 (the "Base Indenture"), between the Lessor, as issuer, and The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of New York Trust Company, N.A.), as Trustee, as such Definitions List may from time to time be amended in accordance with the Base Indenture. The Base Indenture and each related Group II Series Supplement are referred to herein as the "Indenture".

2. **GENERAL AGREEMENT.** (a) The Lessee and the Lessor intend that this Agreement is an operating lease and that the relationship between the Lessor and the Lessee pursuant hereto shall always be only that of lessor and lessee, and the Lessee hereby declares, acknowledges and agrees that the Lessor is the owner of, and the Lessor holds legal title to, the Group II Trucks. The Lessee shall not acquire by virtue of this Agreement any right, equity, title or interest in or to any Group II Trucks, except the right to use the same under the terms hereof. The parties agree that this Agreement is a “true lease” and agree to treat this Agreement as a lease for all purposes, including tax, accounting and otherwise, and each party hereto will take no position on its tax returns and filings contrary to the position that the Lessor is the owner of the Group II Trucks for federal and state income tax purposes.

(b) If, notwithstanding the intent of the parties to this Agreement, this Agreement is characterized by any third party as a financing arrangement or as otherwise not constituting a “true lease,” then it is the intention of the parties that this Agreement shall constitute a security agreement under applicable law, and, to secure all of its obligations under this Agreement, the Lessee hereby grants to the Lessor a security interest in all of the Lessee’s right, title and interest, if any, in and to all of the following assets, property and interests in property, whether now owned or hereafter acquired or created:

(i) the rights of the Lessee under this Agreement, as the same may be amended, modified or supplemented from time to time in accordance with its terms, and any other agreements related to or in connection with this Agreement to which the Lessee is a party (the “Lessee Agreements”), including, without limitation, (a) all monies, if any, due and to become due to the Lessee from the Guarantor under or in connection with any of the Lessee Agreements, whether payable as rent, guaranty payments, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of any of the Lessee Agreements or otherwise, (b) all rights, remedies, powers, privileges and claims of the Lessee against any other party under or with respect to the Lessee Agreements (whether arising pursuant to the terms of such Lessee Agreements or otherwise available to the Lessee at law or in equity), including the right to enforce any of the Lessee Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Lessee Agreements or the obligations and liabilities of any party thereunder, (c) all liens and property from time to time purporting to secure payment of the obligations and liabilities of the Lessee arising under or in connection with the Lessee Agreements, together with any documents or agreements describing any collateral securing such obligations or liabilities, and (d) all guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such obligations and liabilities of the Lessee pursuant to the Lessee Agreements;

(ii) all Group II Trucks which, notwithstanding that this Agreement and any Sublease is intended to convey only a leasehold interest, are determined to be owned by the Lessee or any Permitted Sublessee, and all Certificates of Title with respect to such Group II Trucks;

(iii) all right, title and interest of the Lessee or any Permitted Sublessee in and to any proceeds from the sale of Group II Trucks which, notwithstanding that this Agreement and any Sublease is intended to convey only a leasehold interest, are determined to be owned by the Lessee or any Permitted Sublessee, including all monies due in respect of such Group II Trucks, whether payable as the purchase price of such Group II Trucks or as fees, expenses, costs, indemnities, insurance recoveries or otherwise;

(iv) all payments under insurance policies (whether or not the Lessor or the Trustee is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any of the Group II Trucks;

(v) the rights of the Lessee under any Sublease, as the same may be amended, modified or supplemented from time to time in accordance with its terms, including, without limitation, (a) all monies, if any, due and to become due to the Lessee from any Permitted Sublessee under or in connection with any Sublease, whether payable as rent, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of any Sublease or otherwise, (b) all rights, remedies, powers, privileges and claims of the Lessee against any other party under or with respect to any Sublease (whether arising pursuant to the terms of such Sublease or otherwise available to the Lessee at law or in equity), including the right to enforce any Sublease and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to any Sublease or the obligations and liabilities of any party thereunder, (c) all liens and property from time to time purporting to secure payment of the obligations and liabilities of any Permitted Sublessee arising under or in connection with any Sublease, together with any documents or agreements describing any collateral securing such obligations or liabilities, and (d) all guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such obligations and liabilities of any Permitted Sublessee pursuant to any Sublease;

(vi) all additional property that may from time to time hereafter be subjected to the grant and pledge under this Agreement, as the same may be modified or supplemented from time to time, by the Lessee or by anyone on its behalf; and

(vii) all proceeds of any and all of the foregoing including, without limitation, payments under insurance (whether or not the Lessor is named as the loss payee thereof) and cash.

(c) To secure the Note Obligations with respect to each Group II Series of Notes, the Lessee hereby grants to the Trustee, on behalf of the Group II Secured Parties, a first priority security interest in all of the Lessee's right, title and interest, if any, in and to all of the collateral described in Section 2(b) above, whether now owned or hereafter acquired or created. Upon the occurrence of a Liquidation Event of Default or a Limited Liquidation Event of Default and subject to the provisions of the Applicable Related Documents with respect to each Group II Series of Notes, the Trustee shall have all of the rights and remedies of a secured party, including, without limitation, the rights and remedies granted under the UCC.



(d) The Lessee agrees to deliver to the Lessor and the Trustee on or before the Series Closing Date for the Rental Truck Asset Backed Notes, Series 2010-1 as the first Group II Series of Notes issued under the Base Indenture (such date, the “Initial Group II Closing Date”):

(i) a written search report from a Person satisfactory to the Lessor and the Trustee listing all effective financing statements that name the Lessee as debtor or assignor, and that are filed in the jurisdictions in which filings were made pursuant to clause (ii) below, together with copies of such financing statements, and tax and judgment lien search reports from a Person satisfactory to the Lessor and the Trustee showing no evidence of liens filed against the Lessee that purport to affect any Group II Trucks or any Group Specific Collateral specified as Group II Collateral under the Base Indenture or any related Group II Series Supplement;

(ii) evidence of the filing in the State of Delaware of proper financing statements on Form UCC-1 naming the Lessee, as debtor, and the Lessor, as secured party, covering the collateral described in Section 2(b) hereof; and

(iii) evidence of the filing in the State of Delaware of proper financing statements on Form UCC-1 naming the Lessee, as debtor, and the Trustee as secured party covering the collateral described in Section 2(b) hereof.

2.1. Lease of Group II Trucks. From time to time, subject to the terms and provisions hereof, the Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor, subject to the terms hereof, the Group II Trucks identified in Attachment A hereto (which Attachment A shall set forth the VIN, the model, model year, the manufacturer and the Initial Group II Closing Date Net Book Value of each Group II Truck and whether each such Group II Truck is a gas truck or a diesel truck). The Lessor shall, subject to Section 2.5 below and compliance with the terms of the Base Indenture and each related Group II Series Supplement, make available Group II Trucks for lease to the Lessee. In addition, each Lessee shall provide such other information regarding such Group II Trucks as the Lessor may reasonably require from time to time. The Lessor shall lease to the Lessee, and the Lessee shall lease from the Lessor, only Group II Trucks that are Eligible Trucks. This Agreement and any other related documents attached to this Agreement (collectively, the “Supplemental Documents”), will constitute the entire agreement regarding the leasing of Group II Trucks by the Lessor to the Lessee.

2.2. Right of Lessee to Act as Lessor’s Agent. The Lessee, acting as agent for the Lessor, shall be responsible for complying with the Titling Procedures for all Group II Trucks on or before the Series 2010-1 Closing Date.

2.3. Reserved.

2.4. Non-Liability of Lessor. THE LESSOR SHALL NOT BE LIABLE TO THE LESSEE FOR ANY FAILURE OR DELAY IN MAKING DELIVERY OF GROUP II TRUCKS. AS BETWEEN THE LESSOR AND THE LESSEE, ACCEPTANCE FOR LEASE OF THE GROUP II TRUCKS LEASED BY THE LESSEE SHALL CONSTITUTE THE LESSEE'S ACKNOWLEDGMENT AND AGREEMENT THAT THE LESSEE HAS FULLY INSPECTED SUCH GROUP II TRUCKS, THAT SUCH GROUP II TRUCKS ARE IN GOOD ORDER AND CONDITION AND ARE OF THE MANUFACTURE, DESIGN, SPECIFICATIONS AND CAPACITY REQUIRED BY THE LESSEE, THAT THE LESSEE IS SATISFIED THAT THE SAME ARE SUITABLE FOR THIS USE AND THAT THE LESSOR IS NOT A MANUFACTURER OR ENGAGED IN THE SALE OR DISTRIBUTION OF GROUP II TRUCKS, AND HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE GROUP II TRUCKS IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF THE LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. THE LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERING ANY GROUP II TRUCK LEASED PURSUANT TO THIS AGREEMENT, OR FOR ANY FAILURE TO PERFORM ANY PROVISION HEREOF, RESULTING FROM FIRE OR OTHER CASUALTY, NATURAL DISASTER, RIOT, STRIKE OR OTHER LABOR DIFFICULTY, GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY CAUSE BEYOND THE LESSOR'S DIRECT CONTROL. IN NO EVENT SHALL THE LESSOR BE LIABLE FOR ANY INCONVENIENCES, LOSS OF PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING FROM ANY DEFECT IN OR ANY THEFT, DAMAGE, LOSS OR FAILURE OF ANY GROUP II TRUCK, AND THERE SHALL BE NO ABATEMENT OF MONTHLY BASE RENT, SUPPLEMENTAL RENT OR OTHER AMOUNTS PAYABLE HEREUNDER BECAUSE OF THE SAME.

2.5. Lessee's Rights to Purchase Group II Trucks. The Lessee shall have the option, exercisable with respect to any Group II Truck during the Vehicle Term with respect to such Group II Truck, to purchase any Group II Truck leased by the Lessee at the greater of (i) the Termination Value or (ii) the fair market value of such Group II Truck (the greater of such amounts being referred to as the "Vehicle Purchase Price"), in which event the Lessee will pay the Vehicle Purchase Price to the Lessor on or before the Distribution Date with respect to the Related Month in which the Lessee elects to purchase such Group II Truck and the Lessee will pay to the Lessor on or before such Distribution Date all accrued and unpaid Monthly Base Rent and any Supplemental Rent then due and payable with respect to such Group II Truck through such Distribution Date. The Lessor may request title to any such Group II Truck to be transferred to the Lessee, and the Administrator shall request the Trustee to remove notation of its Lien (or, if applicable, to cause any Applicable Nominee Lienholder to remove notation of its Lien) from the Certificate of Title for such Group II Truck, concurrently with or promptly after the Vehicle Purchase Price for such Group II Truck (and any such unpaid Monthly Base Rent and Supplemental Rent) is deposited in the Collection Account.

2.6. Lessor's Right to Cause Group II Trucks to be Sold. If the Lessee does not elect to purchase any Group II Truck leased by the Lessee hereunder pursuant to Section 2.5 hereof, then:

(a) The Lessee shall use commercially reasonable efforts to arrange for the sale of each Group II Truck to a third party for the Vehicle Purchase Price with respect to such Group II Truck on or prior to the applicable Vehicle Lease Expiration Date. Notwithstanding the disposition of a Group II Truck by the Lessee prior to the applicable Vehicle Lease Expiration Date, the Lessee shall pay to the Lessor all accrued and unpaid Monthly Base Rent and any Supplemental Rent then due and payable with respect to such Group II Truck through the Distribution Date with respect to the Related Month during which such disposition occurred, unless such Group II Truck is a Casualty, payment for which will be made in accordance with Section 6 hereof. If a sale of such Group II Truck is arranged by the Lessee pursuant to this Section 2.6(a), then (i) the Lessee shall deliver the Group II Truck to the purchaser thereof, (ii) the Lessee shall cause to be delivered to the Lessor the funds paid for such Group II Truck by the purchaser and (iii) if applicable, the Administrator shall request the Trustee to remove notation of its Lien (or, if applicable, to cause any Applicable Nominee Lienholder to remove notation of its Lien) from the Certificate of Title of such Group II Truck.

(b) In the event any Group II Truck or Group II Trucks are not purchased by the Lessee of such Group II Truck pursuant to Section 2.5 or sold to a third party pursuant to Section 2.6(a), then, the Lessee shall return such Group II Truck or Group II Trucks to the Lessor on or before the Distribution Date with respect to the Related Month in which the applicable Vehicle Lease Expiration Date falls.

2.7. Conditions to Each Lease of Group II Trucks. The agreement of the Lessor to make available any Group II Truck for lease to the Lessee upon such Lessee's acquisition or refinancing of such Group II Truck, as agent of the Lessor, is subject to the terms and conditions of the Base Indenture and subject to the satisfaction of the following conditions precedent as of the Vehicle Lease Commencement Date for such Group II Truck:

2.7.1. No Default. No Lease Event of Default or Amortization Event with respect to any Group II Series of Notes shall have occurred and be continuing on such date or would result from the leasing of such Group II Truck.

2.7.2. Limitations of the Acquisition of Certain Trucks. After giving effect to the inclusion of such Group II Truck under this Agreement, there shall not be a failure or violation of any of the conditions, requirements, or restrictions specified in the Base Indenture or any related Group II Series Supplement with respect to the leasing of Eligible Trucks under this Agreement.

2.7.3. Funding. The aggregate amount of funds to be expended by the Lessor on any one date to acquire or refinance any Group II Trucks shall not exceed the aggregate Net Book Value of all such Group II Trucks.

2.7.4. Eligible Trucks. Each Group II Truck shall meet the requirements as set forth in clauses (a)(i), (ii), (iii), (iv) and (vi) and (b) in the definition of “Eligible Truck” in the Indenture.

### 3. TERM.

3.1. Vehicle Term. The “Vehicle Lease Commencement Date” for each Group II Truck shall mean the Initial Group II Closing Date. The “Vehicle Term” with respect to each Group II Truck shall extend from the Vehicle Lease Commencement Date through the earliest of (i) if such Group II Truck is sold to a third party, the date on which funds in the amount of the Vehicle Purchase Price in respect of such sale are deposited in the Collection Account (by such third party or by the Lessee or the Guarantor on behalf of such third party), (ii) if such Group II Truck becomes a Casualty, the date funds in the amount of the Termination Value thereof are deposited in the Collection Account by the Lessee, (iii) if such Group II Truck becomes an Ineligible Truck (other than a Casualty), the date such Group II Truck has become an Ineligible Truck, (iv) the date that such Group II Truck is purchased by the Lessee pursuant to Section 2.5 hereof and the Vehicle Purchase Price with respect to such purchase (along with any unpaid Monthly Base Rent and Supplemental Rent with respect to such Group II Truck) is deposited in the Collection Account by the Lessee, and (v) if such Group II Truck is a Gasoline Truck, the date that is the first Business Day that is 72 months after the date of original invoicing of such Gasoline Truck or, if such Group II Truck is a Diesel Truck, the date that is the first Business Day that is 96 months after the date of original invoicing of such Diesel Truck (the earliest of such dates described in clauses (i) through (v) being referred to as the “Vehicle Lease Expiration Date”).

3.2. Term. The “CPF Lease Commencement Date” shall mean the Initial Group II Closing Date. The “CPF Lease Expiration Date” shall mean the latest of (i) the date of the payment in full of each Group II Series of Notes (including any interest thereon) and all outstanding Carrying Charges, (ii) the latest Vehicle Lease Expiration Date for all Group II Trucks and (iii) the date on which all amounts payable hereunder have been paid in full. The “Term” of this Agreement shall mean the period commencing on the CPF Lease Commencement Date and ending on the CPF Lease Expiration Date.

4. RENT AND CHARGES. The Lessee will pay Monthly Base Rent and any Supplemental Rent due and payable on a monthly basis as set forth in this Section 4.

4.1. Payment of Rent. On each Distribution Date the Lessee shall pay in immediately available funds to the Lessor not later than 11:00 a.m. New York City time, on such Distribution Date, (i) all Monthly Base Rent that has accrued during the Related Month with respect to each Group II Truck leased hereunder during or prior to the Related Month and (ii) all Supplemental Rent due and payable on such Distribution Date.

4.2. Net Lease. THIS AGREEMENT SHALL BE A NET LEASE, AND THE LESSEE'S OBLIGATION TO PAY ALL MONTHLY BASE RENT, SUPPLEMENTAL RENT AND OTHER SUMS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, SETOFF, COUNTERCLAIM, DEDUCTION OR REDUCTION FOR ANY REASON WHATSOEVER. The obligations and liabilities of the Lessee hereunder shall in no way be released, discharged or otherwise affected (except as may be expressly provided herein) for any reason, including without limitation: (i) any defect in the condition, merchantability, quality or fitness for use of the Group II Trucks or any part thereof; (ii) any damage to, removal, abandonment, salvage, loss, scrapping or destruction of or any requisition or taking of the Group II Trucks or any part thereof; (iii) any restriction, prevention or curtailment of or interference with any use of the Group II Trucks or any part thereof; (iv) any defect in or any Lien on title to the Group II Trucks or any part thereof; (v) any change, waiver, extension, indulgence or other action or omission in respect of any obligation or liability of the Lessee or the Lessor; (vi) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Lessee, the Lessor or any other Person, or any action taken with respect to this Agreement by any trustee or receiver of any Person mentioned above, or by any court; (vii) any claim that the Lessee has or might have against any Person, including without limitation the Lessor; (viii) any failure on the part of the Lessor or the Lessee to perform or comply with any of the terms hereof or of any other agreement; (ix) any invalidity or unenforceability or disaffirmance of this Agreement or any provision hereof or any of the other Applicable Related Documents with respect to any Group II Series of Notes or any provision of any thereof, in each case whether against or by the Lessee or otherwise; (x) any insurance premiums payable by the Lessee with respect to the Group II Trucks; or (xi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Lessee shall have notice or knowledge of any of the foregoing and whether or not foreseen or foreseeable. This Agreement shall be noncancelable by the Lessee and, except as expressly provided herein, the Lessee, to the extent permitted by law, waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Agreement, or to any diminution or reduction of Monthly Base Rent, Supplemental Rent or other amounts payable by the Lessee hereunder. All payments by the Lessee made hereunder shall be final (except to the extent of adjustments provided for herein), absent manifest error and, except as otherwise provided herein, the Lessee shall not seek to recover any such payment or any part thereof for any reason whatsoever, absent manifest error. If for any reason whatsoever this Agreement shall be terminated in whole or in part by operation of law or otherwise except as expressly provided herein, the Lessee shall nonetheless pay all Monthly Base Rent, all Supplemental Rent and all other amounts due hereunder at the time and in the manner that such payments would have become due and payable under the terms of this Agreement as if it had not been terminated in whole or in part. All covenants and agreements of the Lessee herein shall be performed at its cost, expense and risk unless expressly otherwise stated.

5. INSURANCE. The Lessee represents that it shall at all times maintain or cause to be maintained insurance coverage in force as follows:

5.1. Personal Injury and Damage. Insurance coverage as set forth in Section 26.3 hereof. In addition, the Lessee will maintain with respect to the Lessee's properties and businesses insurance against loss or damage of the kind customarily insured against by corporations, limited liability companies or other entities engaged in the same or similar businesses, of such types and in such amounts as are customarily carried by such similarly situated corporations.

5.2. Delivery of Certificate of Insurance. Within 10 days after the Initial Group II Closing Date, the Lessee or the Guarantor shall deliver to the Lessor a certificate(s) of insurance naming the Lessor, CPF and the Trustee as additional insureds as to the item required by Section 26.3. Such insurance shall not be changed or canceled except as provided below in Section 5.3.

5.3. Changes in Insurance Coverage. No changes shall be made in any of the foregoing insurance requirements unless the prior written consent of each of the Lessor and the Trustee are first obtained. The Lessor may grant or withhold its consent to any proposed change in such insurance in its sole discretion. The Trustee shall be required to grant its consent to any proposed change in such insurance upon compliance with the following conditions:

(i) The Lessee or the Guarantor shall deliver not less than 30 days' prior written notice of any proposed change in such insurance to the Trustee; and

(ii) The Rating Agency Condition has been satisfied with respect to such change.

## 6. RISK OF LOSS: CASUALTY OBLIGATIONS.

6.1. Risk of Loss Borne by Lessee. Upon delivery of each Group II Truck to the Lessee, as between the Lessor and the Lessee, the Lessee assumes and bears the risk of loss, damage, theft, taking, destruction, attachment, seizure, confiscation or requisition with respect to such Group II Truck, however caused or occasioned, and all other risks and liabilities, including personal injury or death and property damage, arising with respect to such Group II Truck due to the manufacture, purchase, acceptance, rejection, ownership, delivery, leasing, subleasing, possession, use, inspection, registration, operation, condition, maintenance, repair, storage, sale, return or other disposition of such Group II Truck, howsoever arising.

6.2. Casualty. If a Group II Truck becomes a Casualty, then the Lessee will (i) promptly notify the Lessor thereof and (ii) promptly, but in no event later than the Distribution Date with respect to the Related Month during which such Group II Truck became a Casualty, pay to the Lessor the Termination Value of such Group II Truck (as of the date such Group II Truck became a

Casualty). Upon payment by the Lessee to the Lessor of the Termination Value of any Group II Truck that has become a Casualty (i) the Lessor shall cause title to such Group II Truck to be transferred to the Lessee to facilitate liquidation of such Group II Truck by the Lessee, (ii) the Lessee shall be entitled to any physical damage insurance proceeds applicable to such Group II Truck and (iii) the Administrator shall request the Trustee to remove notation of its Lien (or, if applicable, to cause any Applicable Nominee Lienholder to remove notation of its Lien) from the Certificate of Title for such Group II Truck.

7. **GROUP II TRUCK USE.** So long as no Lease Event of Default, Liquidation Event of Default or Limited Liquidation Event of Default has occurred (subject, however, to Section 2.5 hereof), the Lessee may use Group II Trucks leased hereunder in its regular course of business, including subleasing Group II Trucks to Permitted Sublessees in accordance with this Section 7. Such use shall be confined solely to the United States, and the principal place of business or rental office of the Lessee with respect to the Group II Trucks shall be located in the United States. The Administrator shall promptly and duly execute, deliver, file and record all such documents, statements, filings and registrations and take such further actions as the Lessor or the Trustee shall from time to time reasonably request in order to establish, perfect and maintain the Lessor's rights to and interest in the Group II Trucks and the Certificates of Title as against the Lessee or any third party in any applicable jurisdiction and to establish, perfect and maintain the Trustee's Lien on the Group II Trucks and the Certificates of Title as a perfected first lien in any applicable jurisdiction. The Lessee may, at its sole expense, change the place of principal location of any Group II Trucks. Notwithstanding the foregoing, no change of location shall be undertaken unless and until (x) all actions necessary to maintain the Lien of the Trustee on such Group II Trucks and the Certificates of Title with respect to such Group II Trucks shall have been taken and (y) all legal requirements applicable to such Group II Trucks shall have been met or obtained. Following the occurrence of a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default, the Lessee shall advise the Lessor in writing where all Group II Trucks leased hereunder as of such date are principally located. The Lessee shall not knowingly use any Group II Trucks or knowingly permit the same to be used for any unlawful purpose. The Lessee shall use reasonable precautions to prevent loss or damage to Group II Trucks. The Lessee shall comply with all applicable statutes, decrees, ordinances and regulations regarding acquiring, titling, registering, leasing, insuring and disposing of Group II Trucks and shall take reasonable steps to ensure that operators are licensed. The Lessee and the Lessor agree that the Lessee shall perform, at the Lessee's own expense, such Group II Truck preparation and conditioning services with respect to Group II Trucks leased by the Lessee hereunder as are customary. The Lessor or the Trustee or any authorized representative of the Lessor or the Trustee may during reasonable business hours from time to time, without disruption of the Lessee's business, subject to applicable law, inspect Group II Trucks and registration certificates, Certificates of Title and related documents covering Group II Trucks wherever the same be located. In addition to its normal daily rental operations, the Lessee may sublease Group II Trucks to a Permitted Sublessee provided that (i) such Permitted Sublessee uses such Group II Trucks in the regular course of its business and the regular course of such Permitted Sublessee's business is renting vehicles on a daily basis, (ii) the aggregate Net Book Value of all Group II Trucks being subleased at any one time is less than ten percent (10%) (or such other percentage proposed by the Lessee, so long as the Rating Agency Condition is satisfied with respect to such

proposed percentage) of the aggregate Net Book Value of the Vehicles being leased under this Agreement at such time, (iii) the applicable sublease agreement is substantially in the form of Attachment C hereto and (iv) the Lessee delivers to the Lessor and the Trustee an Opinion of Counsel, dated the date of the applicable Sublease, substantially to the effect that (a) the applicable Sublease has been duly authorized, executed and delivered by each of the Lessee and the applicable Permitted Sublessee, (b) the applicable Sublease constitutes a valid, binding and enforceable obligation of each of the Lessee and the applicable Permitted Sublessee, (c) there is no pending or threatened litigation which, if adversely determined, would materially and adversely affect the ability of each of the Lessee and the applicable Permitted Sublessee to perform its obligations under the applicable Sublease and (d) the applicable Sublease does not conflict with or violate any court decree, injunction, writ or order applicable to either the Lessee or the applicable Permitted Sublessee or result in a breach or default under any indenture, agreement or other instrument of the Lessee or the applicable Permitted Sublessee. No such sublease to a Permitted Sublessee shall release the Lessee or the Guarantor from any obligations under this Agreement. The Lessee shall not sublease any Group II Truck or assign any right or interest herein or in any Group II Truck to any Person other than a Permitted Sublessee in accordance with this Section 7; provided, however, the foregoing shall not be deemed to prohibit the Lessee from renting Group II Trucks to third party customers in the ordinary course of its business.

8. LIENS. Except for Permitted Liens, the Lessee shall keep all Group II Trucks leased by it hereunder free of all Liens arising during the Term. Upon the Vehicle Lease Expiration Date for each Group II Truck, should any such Lien exist on such Group II Truck, the Lessor may, in its discretion, remove such Lien, and any sum of money that may be paid by the Lessor in release or discharge thereof, including attorneys' fees and costs, will be paid by the Lessee upon demand by the Lessor. The Lessor may grant security interests in the Group II Trucks leased by the Lessee hereunder without consent of the Lessee; provided, however, that if any such Liens would interfere with the rights of the Lessee under this Agreement, the Lessor must obtain the prior written consent of the Lessee. The Lessee agrees and acknowledges that the granting of Liens and the taking of other actions pursuant to the Base Indenture and the Applicable Related Documents with respect to any Group II Series of Notes does not interfere with the rights of the Lessee under this Agreement.

9. NON-DISTURBANCE. So long as the Lessee satisfies its obligations hereunder, its quiet enjoyment, possession and use of the Group II Trucks leased by the Lessee hereunder will not be disturbed during the Term, subject, however, to Sections 2.6 and 18 hereof and except that the Lessor and the Trustee each retains the right, but not the duty, to inspect the Group II Trucks without disturbing the ordinary conduct of the Lessee's business. Upon the request of the Lessor or the Trustee from time to time, the Lessee will make reasonable efforts to confirm to the Lessor and the Trustee the location, mileage and condition of each Group II Truck leased by the Lessee hereunder and to make available for the Lessor's or the Trustee's inspection within a reasonable time period, not to exceed 45 days, the Group II Trucks at the location where such Group II Trucks are normally domiciled. Further, the Lessee will, during normal business hours and with a notice of three



Business Days, make its records pertaining to the Group II Trucks available to the Lessor or the Trustee for inspection at the location where the Lessee's records are normally domiciled.

10. REGISTRATION; LICENSE; TRAFFIC SUMMONSES; PENALTIES AND FINES. The Lessee, at its expense, shall be responsible for proper registration and licensing of the Group II Trucks and titling of the Group II Trucks in the name of the Lessor (with the Lien of the Trustee, in its name or in the name of an Applicable Nominee Lienholder, on behalf of the Trustee, noted thereon), and, where required, shall have such Group II Trucks inspected by any appropriate governmental authority; provided, however, that notwithstanding the foregoing, possession of all Certificates of Title shall at all times remain with the Administrator, or an Affiliate or agent of the Administrator identified to the Trustee in writing, which will hold such Certificates of Title in its capacity as agent for the Lessor and on behalf of the Trustee. The Lessee shall be responsible for the payment of all registration fees, title fees, license fees, traffic summonses, penalties, judgments and fines incurred with respect to any Group II Truck during the Vehicle Term for such Group II Truck or imposed during the Vehicle Term for such Group II Truck by any Governmental Authority or any court of law or equity with respect to such Group II Trucks in connection with the Lessee's operation of such Group II Trucks. The Lessor agrees to execute a power of attorney in substantially the form of Attachment B hereto (each, a "Power of Attorney"), and such other documents as may be necessary in order to allow the Lessee to title, register and dispose of the Group II Trucks leased hereunder in accordance with the terms hereof; provided, however, that possession of all Certificates of Title shall at all times remain with the Administrator, or an Affiliate or agent of the Administrator identified to the Trustee in writing, which will hold such Certificates of Title in its capacity as agent for the Lessor and on behalf of the Trustee, and the Lessee acknowledges and agrees that it has no right, title or interest in or with respect to any Certificate of Title. Notwithstanding anything herein to the contrary, the Lessor may terminate such Power of Attorney as provided in Section 18.3(iii) hereof.

11. MAINTENANCE AND REPAIRS. The Lessee shall pay for all maintenance and repairs to keep Group II Trucks in good working order and condition, and the Lessee will maintain the Group II Trucks as required in order to keep the manufacturer's warranty in force. The Lessee will return Group II Trucks to a facility authorized by the manufacturer of such Group II Truck or the Lessee's warranty station authorized by the manufacturer of such Group II Truck for warranty work. The Lessee will comply with any manufacturer's recall of any Group II Truck. The Lessee will pay, or cause to be paid, all usual and routine expenses incurred in the use and operation of Group II Trucks including, but not limited to, fuel, lubricants, and coolants. The Lessee agrees that it shall not make any material alterations to any Group II Trucks without the prior consent of the Lessor. Any improvements or additions to any Group II Trucks shall become and remain the property of the Lessor, except that any addition to Group II Trucks made by the Lessee shall remain the property of the Lessee if such addition can be disconnected from such Group II Trucks without impairing the functioning of such Group II Trucks or its resale value, excluding such addition.

## 12. GROUP II TRUCK WARRANTIES.

12.1. No Lessor Warranties. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT THE MANUFACTURER, THE AGENT OF THE MANUFACTURER, OR THE DISTRIBUTOR OF THE GROUP II TRUCKS LEASED BY THE LESSEE HEREUNDER. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, SAFENESS, DESIGN, MERCHANTABILITY, CONDITION, QUALITY, CAPACITY OR WORKMANSHIP OF THE GROUP II TRUCKS NOR ANY WARRANTY THAT THE GROUP II TRUCKS WILL SATISFY THE REQUIREMENTS OF ANY LAW OR ANY CONTRACT SPECIFICATION, AND AS BETWEEN THE LESSOR AND THE LESSEE, THE LESSEE AGREES TO BEAR ALL SUCH RISKS AT ITS SOLE COST AND EXPENSE. THE LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS AGAINST THE LESSOR AND ANY GROUP II TRUCK FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER AND, AS TO THE LESSOR, THE LESSEE LEASES THE GROUP II TRUCKS "AS IS." IN NO EVENT SHALL THE LESSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHATSOEVER OR HOWSOEVER CAUSED.

12.2. Manufacturer's Warranties. If a Group II Truck is covered by a manufacturer's warranty, the Lessee, during the Vehicle Term for such Group II Truck, shall have the right to make any claims under such warranty which the Lessor could make.

## 13. GROUP II TRUCK USAGE GUIDELINES AND RETURN; TRUCK SPECIAL DAMAGE PAYMENTS.

13.1. Usage. As used herein "Truck Turn-In Condition Standard" with respect to each Group II Truck shall mean such Group II Truck shall have no: major body dents; rust; corrosion; dented, rusted, broken, missing chrome or trim; ripped or stained upholstery, seats, dash, headliner or carpeting; missing interior trim; sprung or misaligned doors or their openings; worn, cracked, split, broken or leaking weather-stripping; faulty window mechanisms; broken, cracked, missing glass, mirrors or lights; faulty electronic systems, including on-board computers, processors, sensors, controls, radios, stereos, and the like; faulty heating, air conditioning or climate control systems; worn or faulty shock absorbers or other suspension or steering parts, systems or mechanisms; excessively worn tires; or any other condition that adversely affects the appearance or operating condition of such Group II Truck, in each case other than any such condition that would reasonably be considered to be normal wear and tear or otherwise de minimis by a purchaser of such Group II Truck.

### 13.2. Truck Special Damage Payments.

(a) The Lessee will use its best efforts to maintain the Group II Trucks in a manner such that no Truck Special Damage Payments (as defined below) shall be due upon disposition of the Group II Trucks by or for the benefit of the Lessor. Upon disposition of each Group II Truck leased hereunder by or for the benefit of the Lessor, other than the sale of any Group II

Truck to the Lessee in accordance with the terms hereof, if such Group II Truck fails to satisfy the Truck Turn-In Condition Standard established pursuant to Section 13.1, the Lessor will charge the Lessee for the amount that the Administrator estimates in good faith to be the reduction in the saleable value of such Group II Truck as a result of such failure to satisfy the Truck Turn-In Condition Standard (any such amounts are referred to as the "Truck Special Damage Payments").

(b) On each Distribution Date, the Lessee shall pay to the Lessor all Truck Special Damage Payments that have accrued during the Related Month. The obligation of the Lessee to pay Truck Special Damage Payments shall constitute the sole remedy respecting the breach of its covenant contained in the first sentence of Section 13.2(a). The provisions of this Section 13.2 will survive the expiration or earlier termination of the Term.

14. DISPOSITION PROCEDURE. The Lessee shall comply with the requirements of law in connection with, among other things, the delivery of Certificates of Title and documents of transfer signed as necessary, and signed odometer statements to be submitted with the Group II Trucks upon any disposition thereof pursuant to the terms hereof.

15. ODOMETER DISCLOSURE REQUIREMENT. The Lessee agrees to comply with all requirements of law with respect to Group II Trucks in connection with the transfer of ownership by the Lessor of any Group II Truck, including, without limitation, the submission of any required odometer disclosure statement at the time of any such transfer of ownership.

16. GENERAL INDEMNITY.

16.1. Indemnity by the Lessee and the Guarantor. The Lessee and the Guarantor agree jointly and severally to indemnify and hold harmless the Lessor, the Administrator and the Trustee and the Lessor's, the Administrator's and the Trustee's directors, officers, stockholders, agents and employees (collectively, the "Indemnified Persons"), on a net after-tax basis against any and all claims, demands and liabilities of whatsoever nature and all costs and expenses relating to or in any way arising out of:

16.1.1. the ordering, delivery, acquisition, title on acquisition, rejection, installation, possession, titling, retitling, registration, re-registration, custody by the Lessee or the Guarantor (or the Administrator or its agent on behalf of the Lessee or the Guarantor) of title and registration documents, use, non-use, misuse, operation, deficiency, defect, transportation, repair, control or disposition of any Group II Truck leased hereunder or to be leased hereunder pursuant to a request by the Lessee including, without limitation, any Group II Truck subleased to a Permitted Sublessee pursuant to Section 7 and any of the forgoing actions, events or circumstances occurring or arising in connection with such subleasing and any customer of any such Permitted Sublessee. The foregoing shall include, without limitation, any liability (or any alleged liability) of the Lessor to any

third party arising out of any of the foregoing, including, without limitation, all legal fees, costs and disbursements arising out of such liability (or alleged liability);

16.1.2. all (i) federal, state, county, municipal or foreign license, qualification, registration, franchise, sales, use, gross receipts, ad valorem, business, property (real or personal), excise, motor vehicle, and occupation fees and taxes, and all federal, state and local income taxes, and penalties and interest thereon, and all other taxes, fees and assessments of any kind whatsoever whether assessed, levied against or payable by the Lessor or otherwise, with respect to any Group II Truck leased hereunder or the acquisition, purchase, sale, rental, delivery, use, operation, control, ownership or disposition of any such Group II Truck or measured in any way by the value thereof or by the business of, investment in, ownership by the Lessor with respect thereto and (ii) documentary, stamp, filing, recording, mortgage or other taxes, if any, which may be payable by the Lessor in connection with this Agreement or any other Applicable Related Documents with respect to any Group II Series of Notes; provided, however, that the following taxes are excluded from the indemnity provided in clauses (i) and (ii) above:

(i) any tax on, based on, with respect to, or measured by net income (including federal alternative minimum tax), other than any taxes or other charges which may be imposed as a result of any determination by a taxing authority that the Lessor is not the owner for tax purposes of the Group II Trucks leased hereunder or that this Agreement is not a “true lease” for tax purposes or that depreciation deductions that would be available to the owner of such Group II Trucks are disallowed, or that the Lessor is not entitled to include the full purchase price for any such Group II Truck in basis including any amounts payable in respect of interest charges, additions to tax and penalties that may be imposed, and all attorneys and accountants fees and expenses and all other fees and expenses that may be incurred in defending against or contesting any such determination;

(ii) any withholding tax imposed by the United States federal government other than such a tax imposed as a result of a change in law enacted (including new interpretations thereof), adopted or promulgated after the Initial Group II Closing Date or, if later, the date the Trustee acquires its interest in (A) the Group II Trucks leased hereunder, (B) the Base Indenture or (C) any other related operative documents that causes it to be an Indemnified Person hereunder unless such a tax is enacted, adopted or promulgated as a tax in lieu of, or in substitution for a tax not otherwise indemnifiable hereunder;

(iii) any tax with respect to any Group II Truck leased by the Lessee hereunder or any transaction relating to such Group II Truck to the extent it covers any period beginning after the earlier of (A) the discharge in full of the Lessee’s obligation to pay Monthly Base Rent, Supplemental Rent and any other amount payable hereunder with respect to such Group II Truck or (B) the expiration or other termination of this Agreement with respect to such Group II Truck, unless such tax accrues in respect of any period during which the Lessee holds over such Group II Truck; and

(iv) any tax that is imposed on an Indemnified Person or any of its Affiliates, to the extent that such tax results from the willful misconduct or gross negligence of such Indemnified Person or such Affiliates;

16.1.3. any violation by the Lessee or the Guarantor of this Agreement or of any Applicable Related Documents with respect to any Group II Series of Notes to which the Lessee or the Guarantor is a party or by which it is bound or of any laws, rules, regulations, orders, writs, injunctions, decrees, consents, approvals, exemptions, authorizations, licenses and withholdings of objecting of any governmental or public body or authority and all other requirements having the force of law applicable at any time to any Group II Truck leased hereunder or any action or transaction by the Lessee or the Guarantor with respect thereto or pursuant to this Agreement;

16.1.4. all out of pocket costs of the Lessor (including the fees and out of pocket expenses of counsel for the Lessor) in connection with the execution, delivery and performance of this Agreement and the other Applicable Related Documents with respect to any Group II Series of Notes;

16.1.5. all out of pocket costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lessor or the Trustee in connection with the administration, enforcement, waiver or amendment of this Agreement and any other Applicable Related Documents with respect to any Group II Series of Notes and all indemnification obligations of the Lessor under the Applicable Related Documents with respect to any Group II Series of Notes; and

16.1.6. all costs, fees, expenses, damages and liabilities (including, without limitation, the fees and out of pocket expenses of counsel) in connection with, or arising out of, any claim made by any third party against the Lessor for any reason.

If the Lessor shall actually receive any tax benefit (whether by way of offset, credit, deduction, refund or otherwise) not already taken into account in calculating the net after-tax basis for such payment as a result of the payment of any tax indemnified pursuant to this Section 16 or in connection with the circumstances giving rise, to the imposition of such tax, such tax benefit shall be used to offset any indemnity payment owed pursuant to this Section 16 or shall be paid to the Lessee or the Guarantor, as applicable (but only to the extent of any prior indemnity payments actually made pursuant to this Section 16 and only after the Lessor shall actually receive such tax benefits), provided, however, that no such payment to the Lessee or the Guarantor, as applicable, shall be made while any Lease Event of Default shall have occurred and be continuing.

16.2. Reimbursement Obligation by the Lessee and the Guarantor. The Lessee and the Guarantor shall forthwith upon demand reimburse the Lessor or the relevant Indemnified Person for any sum or sums expended with respect to any of the foregoing; provided, however, that, if so requested by the Lessee or the Guarantor, the Lessor or the relevant Indemnified Person shall submit to the Lessee or the Guarantor, as applicable, a statement documenting any such demand for reimbursement or prepayment. To the extent that

the Lessee or the Guarantor in fact indemnifies the Lessor or the relevant Indemnified Person under the indemnity provisions of this Agreement, the Lessee or the Guarantor, as applicable, shall be subrogated to the Lessor's rights or the relevant Indemnified Person's rights in the affected transaction and shall have a right to determine the settlement of claims therein. The foregoing indemnity as contained in this Section 16 shall survive the expiration or earlier termination of this Agreement or any lease of any Group II Truck hereunder.

16.3. Defense of Claims. The Lessor agrees to notify the Lessee of any claim made against it for which the Lessee may be liable pursuant to this Section 16 and, if the Lessee requests, to contest or allow the Lessee to contest such claim. If any Lease Event of Default shall have occurred and be continuing, no contest shall be required, and any contest which has begun shall not be required to be continued to be pursued, unless arrangements to secure the payment of the Lessee's obligations pursuant to this Section 16 hereunder have been made and such arrangements are reasonably satisfactory to the Lessor. The Lessor shall not settle any such claim without the Lessee's consent, which consent shall not be unreasonably withheld. Defense of any claim referred to in this Section 16 for which indemnity may be required shall, at the option and request of the Indemnified Person, be conducted by the Lessee or the Guarantor, as applicable. The Lessee or the Guarantor, as the case may be, will inform the Indemnified Person of any such claim and of the defense thereof and will provide copies of material documents relating to any such claim or defense to such Indemnified Person upon request. Such Indemnified Person may participate in any such defense at its own expense; provided such participation does not interfere with the Lessee's or the Guarantor's assertion of such claim or defense. The Lessee and the Guarantor agree that no Indemnified Person will be liable to the Lessee or the Guarantor, as applicable, for any claim caused directly or indirectly by the inadequacy of any Group II Truck leased for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide such repairs, servicing or adjustments or any interruption or loss of service or use thereof or any loss of business, all of which shall be the risk and responsibility of the Lessee or the Guarantor. The rights and indemnities of each Indemnified Person hereunder are expressly made for the benefit of, and will be enforceable by, each Indemnified Person notwithstanding the fact that such Indemnified Person is either no longer a party to (or entitled to receive the benefits of) this Agreement, or was not a party to (or entitled to receive the benefits of) this Agreement at its outset. Except as otherwise set forth herein, nothing herein shall be deemed to require the Lessee or the Guarantor to indemnify the Lessor for any of the Lessor's acts or omissions which constitute gross negligence or willful misconduct. This general indemnity shall not affect any claims of the type discussed above which the Lessee or the Guarantor may have against the manufacturer.

#### 17. ASSIGNMENT.

17.1. Right of the Lessor to Assign this Agreement. The Lessor shall have the right to finance the acquisition and ownership of the Group II Trucks by selling or assigning, in whole or in part, its right, title and interest in this Agreement, including, without limitation, in moneys due from the Lessee, the Guarantor and any third party

under this Agreement; provided, however, that any such sale or assignment shall be subject to the rights and interest of the Lessee in the Group II Trucks, including but not limited to the Lessee's right of quiet and peaceful possession of the Group II Trucks as set forth in Section 9 hereof, and under this Agreement.

17.2. Limitations on the Right of the Lessee to Assign this Agreement. The Lessee agrees that it shall not, without prior written consent of the Lessor and the consent of the Required Noteholders of each Group II Series of Notes Outstanding, assign this Agreement or any of its rights hereunder to any other party; provided, however, that the Lessee may rent the Group II Trucks under the terms of its normal daily rental programs and may sublease Group II Trucks to Permitted Sublessees in accordance with Section 7 hereof. Any purported assignment in violation of this Section 17.2 shall be void and of no force or effect. Nothing contained herein shall be deemed to restrict the right of the Lessee to acquire or dispose of, by purchase, lease, financing, or otherwise, motor vehicles that are not subject to the provisions of this Agreement.

#### 18. DEFAULT AND REMEDIES THEREFOR.

18.1. Events of Default. Any one or more of the following will constitute an event of default (a "Lease Event of Default") as that term is used herein:

18.1.1. there occurs a default in the payment of any portion of Monthly Base Rent or Supplemental Rent and the continuance thereof for a period of five Business Days;

18.1.2. any unauthorized assignment or transfer of this Agreement by the Lessee or the Guarantor occurs;

18.1.3. the failure, in any material respect, of the Lessee and the Guarantor to maintain, or cause to be maintained, insurance as required in Section 5 or Section 26.3;

18.1.4. the failure of the Lessee and the Guarantor to observe or perform any other covenant, condition, agreement or provision hereof, including, but not limited to, usage and maintenance, and such default continues for more than 30 days after the date written notice of such default is delivered by the Lessor or the Trustee to the Lessee or the Guarantor;

18.1.5. if any representation or warranty made by the Lessee or the Guarantor herein is inaccurate or incorrect or is breached or is false or misleading in any material respect as of the date of the making thereof or any schedule, certificate, financial statement, report, notice, or other writing furnished by or on behalf of the Lessee or the Guarantor to the Lessor or the Trustee is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified, and the circumstance or condition in respect of which such representation, warranty or writing was inaccurate, incorrect, breached, false or misleading in any material respect, as the case may be, shall

not have been eliminated or otherwise cured for 30 days after the earlier of (x) the date of the receipt of written notice thereof from the Lessor or the Trustee to the Guarantor or the Lessee and (y) the date the Guarantor or the Lessee learns of such circumstance or condition;

18.1.6. an Event of Bankruptcy occurs with respect to the Lessee, the Guarantor, the Administrator or BRAC; or

18.1.7. the Pension Benefit Guaranty Corporation or the Internal Revenue Service shall have filed notice of one or more liens against the Lessee (unless such lien does not purport to cover the Collateral or the Group II Collateral or any amount payable under this Agreement), and, in the case of notice filed by the Internal Revenue Service, such notice shall have remained in effect for more than 30 days unless, prior to the expiration of such period, the Lessee shall have provided the Lessor with a bond in an amount at least equal to the amount of such lien or, in the case of any such lien in an amount less than \$1,000,000, the Lessee shall have established to the reasonable satisfaction of the Lessor that such lien is being contested in good faith and that adequate reserves have been established in respect of the claim giving rise to such lien.

18.2. Effect of Lease Event of Default or Liquidation Event of Default. If any Lease Event of Default described in Section 18 or any Liquidation Event of Default shall occur, the Lessor, acting at the direction of the Trustee may terminate this Agreement and then (x) any accrued and unpaid Monthly Base Rent, Supplemental Rent and all other charges and payments accrued but unpaid under this Agreement (calculated as if the full amount of interest on each Group II Series of Notes was then due and payable in full) shall, automatically, without further action by the Lessor or the Trustee, become immediately due and payable and (y) the Lessee shall, at the request of the Lessor or the Trustee, return or cause to be returned all Group II Trucks (and the Administrator shall deliver, or cause to be delivered, to the Trustee the Certificates of Title relating thereto) to the Lessor or the Trustee.

18.3. Rights of Lessor Upon Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default. If a Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default shall occur, then the Lessor or the Trustee at its option may:

(i) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee or the Guarantor of the applicable covenants and terms of this Agreement or to recover damages for the breach hereof calculated in accordance with Section 18.5; or

(ii) By notice in writing to the Lessee, terminate this Agreement in its entirety and/or the right of possession hereunder of the Lessee of the Group II Trucks, and the Lessor or the Trustee may direct delivery by the Lessee or the Guarantor (or the Administrator or its agent on behalf of the Lessee or the Guarantor) of documents of title to the Group II Trucks, whereupon all rights and interests of the Lessee or the Guarantor to the Group II Trucks will cease and terminate and the Guarantor will remain liable



hereunder as herein provided, provided, however, that their liability will be calculated in accordance with Section 18.5); and thereupon, the Lessor or the Trustee or its agents may peaceably enter upon the premises of the Lessee or other premises where the Group II Trucks may be located and take possession of them and thenceforth hold, possess and enjoy the same free from any right of the Lessee or the Guarantor, or their successors or assigns, to use the Group II Trucks for any purpose whatsoever, and the Lessor will, nevertheless, have a right to recover from the Lessee or the Guarantor any and all amounts which under the terms of this Section 18.3 (as limited by Section 18.5 of this Agreement) as may be then due. The Lessor will provide the Lessee with written notice of the place and time of any sale of Group II Trucks at least five days prior to the proposed sale, which shall be deemed commercially reasonable, and the Lessee may purchase such Group II Truck(s) at the sale. Each and every power and remedy hereby specifically given to the Lessor and the Trustee will be in addition to every other power and remedy hereby specifically given to the Lessor or the Trustee or now or hereafter existing at law, in equity or in bankruptcy and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Lessor or the Trustee; provided, however, that the measure of damages recoverable against the Lessee and the Guarantor will in any case be calculated in accordance with Section 18.5. All such powers and remedies will be cumulative, and the exercise of one will not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Lessor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder will impair any such power or remedy or will be construed to be a waiver of any default or any acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Lessee or the Guarantor will not otherwise alter or affect the Lessor's rights or the obligations hereunder of the Lessee and the Guarantor. The Lessor's acceptance of any payment after it will have become due hereunder will not be deemed to alter or affect the Lessor's or the Trustee's rights hereunder with respect to any subsequent payments or defaults therein; or

(iii) By notice in writing to the Lessee, terminate the Power of Attorney.

**18.4. Rights of Trustee Upon Liquidation Event of Default, Limited Liquidation Event of Default and Non-Performance of Certain Covenants.**

(i) If a Liquidation Event of Default or a Limited Liquidation Event of Default shall have occurred and be continuing, the Lessor and the Trustee, to the extent provided in the Base Indenture and each related Group II Series Supplement, shall have the rights against the Guarantor, the Lessee, and the Group II Collateral provided in the Base Indenture and such Group II Series Supplements, including the right to take possession of all or a portion of the Group II Trucks immediately from the Lessee.

(ii) Upon a default in the performance (after giving effect to any applicable grace periods provided herein) by the Guarantor or the Lessee of its obligations hereunder to keep the Group II Trucks free of Liens (other than Permitted Liens) and to maintain the Trustee's first priority perfected security interest in the Group II Collateral, the Lessor or the Trustee shall have the right to take actions reasonably necessary to

correct such default with respect to the subject Group II Trucks including the execution of UCC financing statements with respect to general intangibles and the completion of Vehicle Perfection and Documentation Requirements on behalf of the Guarantor or the Lessee as applicable.

(iii) Upon the occurrence of a Liquidation Event of Default or a Limited Liquidation Event of Default, the Lessee shall dispose of the Group II Trucks in accordance with the instructions of the Trustee. To the extent the Lessee fails to so dispose of any Group II Trucks, the Trustee shall have the right to otherwise dispose of such Group II Trucks. In addition, following the occurrence of a Liquidation Event of Default or a Limited Liquidation Event of Default, the Trustee shall have all of the rights, remedies, powers, privileges and claims vis-à-vis the Guarantor or the Lessee, necessary or desirable to allow the Trustee to exercise the rights, remedies, powers, privileges and claims set forth in Sections 3.3 and 9.2 of the Base Indenture, and each of the Guarantor and the Lessee acknowledges that it has hereby granted to the Lessor all of the rights, remedies, powers, privileges and claims granted by the Lessor to the Trustee pursuant to Article 3 of the Base Indenture and that the Trustee may act in lieu of the Lessor in the exercise of such rights, remedies, powers, privileges and claims.

18.5. Measure of Damages. If a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default occurs and the Lessor or the Trustee exercises the remedies granted to the Lessor or the Trustee under this Article 18, the amount that the Lessor shall be permitted to recover shall be equal to:

(i) all Monthly Base Rent, all Supplemental Rent and all other amounts due and payable under this Agreement (calculated as provided in Section 18.2); plus

(ii) any damages and expenses, including reasonable attorneys' fees and expenses (but excluding net after-tax losses of federal and state income tax benefits to which the Lessor would otherwise be entitled as a result of this Agreement), which the Lessor or the Trustee will have sustained by reason of the Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default, together with reasonable sums for such attorneys' fees and such expenses as will be expended or incurred in the seizure, storage, rental or sale of the Group II Trucks or in the enforcement of any right or privilege hereunder or in any consultation or action in such connection; plus

(iii) interest on amounts due and unpaid under this Agreement at the applicable Carrying Cost Interest Rate plus 1.0% from time to time computed from the date of the Lease Event of Default, Limited Liquidation Event of Default or Liquidation Event of Default or the date payments were originally due to the Lessor under this Agreement or from the date of each expenditure by the Lessor which is recoverable from the Lessee pursuant to this Section 18, as applicable, to and including the date payments are made by the Lessee.

18.6. Application of Proceeds. The proceeds of any sale or other disposition pursuant to Section 18.2 or 18.3 shall be applied in the following order: (i) to the reasonable costs and expenses incurred by the Lessor in connection with such sale or disposition, including any reasonable costs associated with repairing any Group II Trucks, and reasonable attorneys' fees in connection with the enforcement of this Agreement, (ii) to the payment of outstanding Monthly Base Rent and Supplement Rent, (iii) to the payment of all other amounts due hereunder, and (iv) any remaining amounts to the Lessor, or such Person(s) as may be lawfully entitled thereto.

18.7. Special Default. If, on any Business Day, the Lessee or the Guarantor obtains actual knowledge that a Group II Truck included in the Borrowing Base (other than any Group II Truck that is an Eligible Truck solely by reason of the proviso to the definition of "Eligible Truck") is not titled in the name of CPF with the Trustee or an Applicable Nominee Lienholder noted as the first lienholder on the Certificate of Title for such Group II Truck (or, the Lessee or the Guarantor obtains actual knowledge that the Titling Procedures have not been properly satisfied with respect to any Group II Truck included in the Borrowing Base), then the Lessee shall within three (3) Business Days make an application (or correct its application, as the case may be) with the Oklahoma Tax Commission (the "OTC") or any Oklahoma motor vehicle license agent ("License Agent") to properly title such Group II Truck in the name of CPF with a lien in favor of the Trustee (or an Applicable Nominee Lienholder, as the case may be). If the Lessee fails to perform under the preceding sentence by the close of business on the third Business Day after obtaining such knowledge, then the Lessee shall promptly, but in no event later than three (3) Business Days thereafter, sell or purchase any improperly titled Group II Trucks (or any such Group II Truck with respect to which the Titling Procedures have not been properly satisfied). If the proceeds of the sale of any such Group II Truck are less than the applicable Vehicle Purchase Price for such improperly titled Group II Truck, then the Lessee shall pay to CPF an amount equal to such deficiency; provided, that if the Lessee purchases any such Group II Truck, it shall pay to the Lessor the applicable Vehicle Purchase Price therefor.

19. CERTIFICATION OF TRADE OR BUSINESS USE. The Lessee hereby warrants and certifies as of the date hereof and as of each Series Closing Date with respect to a Group II Series of Notes, under penalties of perjury, that (i) it intends to use the Group II Trucks which are subject to this Agreement in its trade or business and (ii) it has been advised that it will not be treated as the owner of such Group II Trucks for federal tax income purposes.

20. SURVIVAL. In the event that, during the term of this Agreement, the Lessee or the Guarantor becomes liable for the payment or reimbursement of any obligations, claims or taxes pursuant to any provision hereof, such liability will continue, notwithstanding the expiration or termination of this Agreement, until all such amounts are paid or reimbursed by the Lessee or the Guarantor.

21. TITLE. This is an agreement to lease only and title to Group II Trucks will at all times remain in the Lessor's name or in the name of a nominee. Neither the Lessee nor the Guarantor will have any rights or interest in Group II Trucks whatsoever other than the right of possession and use as provided by this Agreement.

22. GUARANTY.

22.1. Guaranty. In order to induce the Lessor to execute and deliver this Agreement and to lease Group II Trucks to the Lessee, and in consideration thereof, the Guarantor hereby (i) unconditionally and irrevocably guarantees to the Lessor the obligations of the Lessee to make any payments required to be made by it under this Agreement, (ii) agrees to cause the Lessee to duly and punctually perform and observe all of the terms, conditions, covenants, agreements and indemnities of the Lessee under this Agreement and (iii) agrees that, if for any reason whatsoever, the Lessee fails to so perform and observe such terms, conditions, covenants, agreements and indemnities, the Guarantor will duly and punctually perform and observe the same (the obligations referred to in clauses (i) through (iii) above are collectively referred to as the "Guaranteed Obligations"). The liabilities and obligations of the Guarantor under the guaranty contained in this Section 22 (this "Guaranty") will be absolute and unconditional under all circumstances. This Guaranty shall be a guaranty of payment and performance and not merely of collection, and the Guarantor hereby agrees that it shall not be required that the Lessor or the Trustee assert or enforce any rights against the Lessee or any other person before or as a condition to the obligations of the Guarantor pursuant to this Guaranty.

22.2. Scope of Guarantor's Liability. The Guarantor's obligations hereunder are independent of the obligations of the Lessee, any other guarantor or any other Person, and the Lessor may enforce any of its rights hereunder independently of any other right or remedy that the Lessor may at any time hold with respect to this Agreement or any security or other guaranty therefor. Without limiting the generality of the foregoing, the Lessor may bring a separate action against the Guarantor without first proceeding against the Lessee, any other guarantor or any other Person, or any security held by the Lessor, and regardless of whether the Lessee or any other guarantor or any other Person is joined in any such action. The Guarantor's liability hereunder shall at all times remain effective with respect to the full amount due from the Lessee hereunder, notwithstanding any limitations on the liability of the Lessee to the Lessor contained in any of the Applicable Related Documents with respect to any Group II Series of Notes or elsewhere. The Lessor's rights hereunder shall not be exhausted by any action taken by the Lessor until all Guaranteed Obligations have been fully paid and performed. The liability of the Guarantor hereunder shall be reinstated and revived, and the rights of the Lessor shall continue, with respect to any amount at any time paid on account of the Guaranteed Obligations which shall thereafter be required to be restored or returned by the Lessor upon the bankruptcy, insolvency or reorganization of the Lessee, any other guarantor or any other Person, or otherwise, all as though such amount had not been paid.

22.3. Lessor's Right to Amend this Agreement, Etc. The Guarantor hereby authorizes the Lessor, at any time and from time to time without notice and without affecting the liability of the Guarantor hereunder, to: (a) alter the terms of all or any part of the Guaranteed Obligations and any security and guaranties therefor including without limitation modification of times for payment and rates of interest; (b) accept new or additional instruments, documents, agreements, security or guaranties in connection with all or any part of the Guaranteed Obligations; (c) accept partial payments on the Guaranteed Obligations; (d) waive, release, reconvey, terminate, abandon, subordinate, exchange, substitute, transfer, compound, compromise, liquidate and enforce all or any part of the Guaranteed Obligations and any security or guaranties therefor, and apply any such security and direct the order or manner of sale thereof (and bid and purchase at any such sale), as the Lessor in its discretion may determine; (e) release the Lessee, any other guarantor or any other Person from any personal liability with respect to all or any part of the Guaranteed Obligations; and (f) assign its rights under this Guaranty in whole or in part.

22.4. Waiver of Certain Rights by Guarantor. The Guarantor hereby waives each of the following to the fullest extent allowed by law:

(a) all statutes of limitation as a defense to any action brought by the Lessor against the Guarantor;

(b) any defense based upon:

(i) the unenforceability or invalidity of all or any part of the Guaranteed Obligations or any security or other guaranty for the Guaranteed Obligations or the lack of perfection or failure of priority of any security for the Guaranteed Obligations;

(ii) any act or omission of the Lessor or any other Person that directly or indirectly results in the discharge or release of the Lessee or any other Person or any of the Guaranteed Obligations or any security therefor; or

(iii) any disability or any other defense of the Lessee or any other Person with respect to the Guaranteed Obligations, whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;

(c) any right (whether now or hereafter existing) to require the Lessor, as a condition to the enforcement of this Guaranty, to:

(i) accelerate the Guaranteed Obligations;

(ii) give notice to the Guarantor of the terms, time and place of any public or private sale of any security for the Guaranteed Obligations; or

(iii) proceed against the Lessee, any other guarantor or any other Person, or proceed against or exhaust any security for the Guaranteed Obligations;

(d) all rights of subrogation, all rights to enforce any remedy that the Lessor now or hereafter has against the Lessee or any other Person, and any benefit of, and right to participate in, any security now or hereafter held by the Lessor with respect to the Guaranteed Obligations;

(e) presentment, demand, protest and notice of any kind, including without limitation notices of default and notice of acceptance of this Guaranty;

(f) all suretyship defenses and rights of every nature otherwise available under New York law and the laws of any other jurisdiction; and

(g) all other rights and defenses the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder.

22.5. Guarantor to Pay Lessor's Expenses. The Guarantor agrees to pay to the Lessor, on demand, all costs and expenses, including attorneys' and other professional and paraprofessional fees, incurred by the Lessor in exercising any right, power or remedy conferred by this Guaranty, or in the enforcement of this Guaranty, whether or not any action is filed in connection therewith. Until paid to the Lessor, such amounts shall bear interest, commencing with the Lessor's demand therefor, at the Carrying Cost Interest Rate plus 2.0%.

22.6. Reinstatement. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of any of the amounts payable by the Lessee under this Agreement is rescinded or must otherwise be restored or returned by the Lessor, upon an event of bankruptcy, dissolution, liquidation or reorganization of the Lessee or the Guarantor or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Lessee or the Guarantor or any substantial part of their respective property, or otherwise, all as though such payment had not been made.

22.7. Pari Passu Indebtedness. The Guarantor (i) represents and warrants that, as of the date hereof, the obligations of the Guarantor under this Guaranty will rank pari passu with any existing unsecured indebtedness of the Guarantor and (ii) covenants and agrees that from and after the date hereof the obligations of the Guarantor under this Guaranty will rank pari passu with any unsecured indebtedness of the Guarantor incurred after the date hereof.

23. RIGHTS OF LESSOR ASSIGNED. Notwithstanding anything to the contrary contained in this Agreement, each of the Lessee and the Guarantor acknowledges that the Lessor has assigned all of its rights under this

Agreement to the Trustee pursuant to the Indenture. Accordingly, each of the Lessee and the Guarantor agrees that:

(i) Subject to the terms of the Indenture, the Trustee shall have all the rights, powers, privileges and remedies of the Lessor hereunder and the obligations of the Guarantor and of the Lessee hereunder (including with respect to the payment of Monthly Base Rent, Supplemental Rent and all other amounts payable hereunder) shall not be subject to any claim or defense which the Guarantor or the Lessee may have against the Lessor or, in the case of the Guarantor, the Lessee (other than the defense of payment actually made) and shall be absolute and unconditional and shall not be subject to any abatement, setoff, counterclaim, deduction or reduction for any reason whatsoever. Specifically, each of the Lessee and the Guarantor agrees that, upon the occurrence of a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default, the Trustee may exercise (for and on behalf of the Lessor) any right or remedy against the Lessee or the Guarantor provided for herein and neither the Lessee nor the Guarantor will interpose as a defense that such claim should have been asserted by the Lessor;

(ii) Upon the delivery by the Trustee of any notice to the Lessee or the Guarantor stating that a Lease Event of Default, a Limited Liquidation Event of Default or a Liquidation Event of Default has occurred, the Lessee or the Guarantor, as the case may be, will, if so requested by the Trustee, treat the Trustee or the Trustee's designee for all purposes as the Lessor hereunder and in all respects comply with all obligations under this Agreement that are asserted by the Trustee as the successor to the Lessor hereunder, irrespective of whether the Lessee or the Guarantor has received any such notice from the Lessor; provided, however, that the Trustee shall in no event be liable to the Lessee for any action taken by it in its capacity as successor to the Lessor other than actions that constitute negligence or willful misconduct;

(iii) Each of the Lessee and the Guarantor acknowledges that pursuant to the Indenture the Lessor has irrevocably authorized and directed the Lessee or the Guarantor to, and the Lessee and the Guarantor shall, make payments of Monthly Base Rent and Supplemental Rent hereunder (and any other payments hereunder) directly to the Trustee for deposit in the Collection Account established by the Trustee for receipt of such payments pursuant to the Indenture and such payments shall discharge the obligation of the Lessee and the Guarantor to the Lessor hereunder to the extent of such payments. Upon written notice to the Lessee or the Guarantor of a sale or assignment by the Trustee of its right, title and interest in moneys due under this Agreement to a successor Trustee, the Lessee or the Guarantor, as the case may be, shall thereafter make payments of all Monthly Base Rent and Supplemental Rent (and any other payments hereunder) to the party specified in such notice;

(iv) Upon request made by the Trustee at any time, each of the Lessee and the Guarantor shall take such actions as are requested by the Trustee to assist the Trustee in maintaining the Trustee's first priority perfected security interest in this Agreement, the Group II Trucks, the Certificates of Title with respect thereto and any other Group II Collateral; and

(v) In the event that the Indenture terminates and all obligations owing under the Indenture have been paid in full, the Lessor shall have all rights under this Agreement previously assigned to the Trustee.

24. **MODIFICATION AND SEVERABILITY.** The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever unless the same shall be in writing and signed and delivered by the Lessor, the Guarantor and the Lessee and the Rating Agency Condition with respect to each applicable Group II Series of Notes Outstanding shall have been satisfied; provided, that unless the Lessee shall have delivered a certification to the Trustee that any such waiver, alteration, modification, amendment, supplement or termination will have no material adverse effect on each Group II Series of Notes Outstanding, the consent of the Required Noteholders of such Group II Series of Notes (*i.e.*, for which such certification was not delivered) shall be required prior to the effectiveness of such waiver, alteration, modification, amendment, supplement or termination. If any part of this Agreement is not valid or enforceable according to law, all other parts will remain enforceable.

25. **CERTAIN REPRESENTATIONS AND WARRANTIES.** The Lessee represents and warrants to the Lessor and the Trustee as to itself, and the Guarantor represents and warrants to the Lessor and the Trustee as to itself and as to the Lessee, that as of the date hereof and as of each Series Closing Date with respect to a Group II Series of Notes:

25.1. **Organization; Ownership; Power; Qualification.** Each of the Guarantor and the Lessee is (i) a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) has the limited liability company power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted, and (iii) is duly qualified, in good standing and authorized to do business in each jurisdiction in which the character of its properties or the nature of its businesses requires such qualification or authorization.

25.2. **Authorization; Enforceability.** Each of the Guarantor and the Lessee has the limited liability company power and has taken all necessary limited liability company action to authorize it to execute, deliver and perform this Agreement and each of the other Applicable Related Documents with respect to each Group II Series of Notes to which it is a party in accordance with their respective terms, and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Guarantor and the Lessee and is, and each of the other Applicable Related Documents with respect to each Group II Series of Notes to which the Guarantor or the Lessee is a party is, a legal, valid and binding obligation of the Guarantor and the Lessee, enforceable in accordance with its terms.



25.3. **Compliance.** The execution, delivery and performance, in accordance with their respective terms, by the Guarantor and the Lessee of this Agreement and each of the other Applicable Related Documents with respect to each Group II Series of Notes to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (i) require any consent, approval, authorization or registration not already obtained or effected, (ii) violate any applicable law with respect to the Guarantor or the Lessee which violation could result in a Material Adverse Effect, (iii) conflict with, result in a breach of, or constitute a default under the certificate of formation or limited liability company agreement, as amended, of the Guarantor or the Lessee, (iv) conflict with, result in a material breach of, or constitute a default under any indenture or other material agreement or instrument to which the Guarantor or the Lessee is a party or by which its properties may be bound, or (v) result in or require the creation or imposition of any Lien (except Permitted Liens) upon or with respect to any property now owned or hereafter acquired by the Lessee.

25.4. **Financial Information; Financial Condition.** All balance sheets, all statements of operations, of shareholders' equity and of cash flow, and other financial data (other than projections) which have been or shall hereafter be furnished to the Lessor, the Trustee or any Group II Noteholder for the purposes of or in connection with this Agreement or the Applicable Related Documents with respect to any Group II Series of Notes have been and, except as noted therein, will be prepared in accordance with GAAP and do and will present fairly the financial condition of the entities involved as of the dates thereof and the results of their operations for the periods covered thereby. Such financial data include the following financial statements and reports which have been furnished to the Lessor, the Group II Noteholders and the Trustee on or prior to the date hereof or such Series Closing Date:

(i) the audited consolidated financial statements consisting of a statement of financial position of the Guarantor and its consolidated subsidiaries as of December 31, 2009 and the related statements of operations, stockholder's equity and cash flows of the Guarantor and its consolidated subsidiaries for the year ended December 31, 2009; and

(ii) the unaudited consolidated financial statements consisting of a statement of financial position of the Guarantor and its consolidated subsidiaries as of December 31, 2009, and the related statements of operations, stockholder's equity and cash flows of the Guarantor and its consolidated subsidiaries for the three months ended December 31, 2009;

25.5. **Litigation.** Except as set forth in Schedule 25.5 hereto, as such Schedule may be amended in connection with each Series Closing Date with respect to the Group II Series of Notes, and except for claims as to which an insurer has admitted coverage in writing and which are fully covered by insurance and for which adequate reserves have been set aside in accordance with GAAP, no claims, litigation (including, without limitation, derivative actions), arbitration, governmental investigation or proceeding or inquiry is pending or, to the best of the Guarantor's

or the Lessee's knowledge, threatened against the Guarantor or the Lessee which would, if adversely determined, have a Material Adverse Effect.

25.6. Liens. The Group II Trucks and other Group II Collateral are free and clear of all Liens other than (i) Permitted Liens and (ii) Liens in favor of the Trustee. The Trustee has obtained, and shall continue to obtain, for the benefit of the Group II Secured Parties pursuant to the Indenture, a first priority perfected Lien on all Group II Trucks leased hereunder. All Vehicle Perfection and Documentation Requirements with respect to all Group II Trucks on or after the date hereof have and shall continue to be satisfied.

25.7. Employee Benefit Plans. (a) During the 12 consecutive month period prior to the date hereof and of such Series Closing Date: (i) no steps have been taken by the Guarantor, the Lessee or any member of the Controlled Group, or to the knowledge of the Guarantor, by any Person, to terminate any Pension Plan; and (ii) no contribution failure has occurred with respect to any Pension Plan maintained by the Guarantor, the Lessee or any member of the Controlled Group sufficient to give rise to a Lien under Section 302(f)(1) of ERISA in connection with such Pension Plan; and (b) no condition exists or event or transaction has occurred with respect to any Pension Plan which could reasonably be expected to result in the incurrence by the Guarantor or the Lessee or any member of the Controlled Group of liabilities, fines or penalties in an amount that could have a Material Adverse Effect.

25.8. Investment Company Act. Neither the Guarantor nor the Lessee is an "investment company" or a company "controlled," by an "investment company", within the meaning of the Investment Company Act of 1940, as amended, and neither the Guarantor nor the Lessee is subject to any other statute which would impair or restrict its ability to perform its obligations under this Agreement or the other Applicable Related Documents with respect to any Group II Series of Notes, and neither the entering into or performance by the Guarantor or the Lessee of this Agreement violates any provision of such Act.

25.9. Regulations T, U and X. Neither the Guarantor nor the Lessee is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T, U and X of the Board of Governors of the Federal Reserve System). None of the Guarantor, the Lessee, any Affiliates of any of them or any Person acting on their behalf has taken or will take action to cause the execution, delivery or performance of this Agreement or any Group II Series of Notes, the making or existence of any Group II Series of Notes or the use of proceeds of any Group II Series of Notes to violate Regulation T, U, or X of the Board of Governors of the Federal Reserve System.

25.10. Jurisdiction of Organization; Principal Places of Business Locations. Each of the Lessee and the Guarantor is a “registered organization” within the meaning of Section 9-102(a)(70) of the applicable UCC, and Schedule 25.10 lists each of the locations where each of the Lessee and the Guarantor is organized and the Lessee’s and the Guarantor’s legal names. Except as set forth on Schedule 25.10 neither the Lessee nor the Guarantor has maintained a principal place of business or a chief executive office other than in Parsippany, New Jersey and, in the case of the Lessee, Denver, Colorado during the four years preceding the date of this Agreement or the immediately preceding Series Closing Date with respect to a Group II Series of Notes, as applicable.

25.11. Taxes. Each of the Guarantor and the Lessee has filed all tax returns which have been required to be filed by it (except where the requirement to file such return is subject to a valid extension or such failure relates to returns which, in the aggregate, show taxes due in an amount of not more than \$500,000), and has paid or provided adequate reserves for the payment of all taxes shown due on such returns or required to be paid as a condition to such extension, as well as all payroll taxes and federal and state withholding taxes, and all assessments payable by it that have become due, other than those that are payable without penalty or are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established, and are being maintained, in accordance with GAAP. As of the date hereof and as of each Series Closing Date, to the best of the Guarantor’s or the Lessee’s knowledge, there is no unresolved claim by a taxing authority concerning the Guarantor’s or the Lessee’s tax liability for any period for which returns have been filed or were due other than those contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established and are being maintained in accordance with GAAP.

25.12. Governmental Authorization. Each of the Guarantor and the Lessee has all licenses, franchises, permits and other governmental authorizations necessary for all businesses presently carried on by it (including owning and leasing the real and personal property owned and leased by it), except where failure to obtain such licenses, franchises, permits and other governmental authorizations would not have a Material Adverse Effect.

25.13. Compliance with Laws. Each of the Guarantor and the Lessee: (i) is not in violation of any Requirement of Law, which violation would have a Material Adverse Effect, and no such violation has been alleged, (ii) has filed in a timely manner all reports, documents and other materials required to be filed by it with any Governmental Authority (and the information contained in each of such filings is true, correct and complete in all material respects), except where failure to make such filings would not have a Material Adverse Effect, and (iii) has retained all records and documents required to be retained by it pursuant to any Requirement of Law, except where failure to retain such records would not have a Material Adverse Effect.

25.14. Eligible Trucks; Permitted Sublessee. Each Group II Truck is or will be, as the case may be, on the CPF Lease Commencement Date with respect to such Group II Truck, an Eligible Truck. Each sublessee subleasing a Group II Truck from the Lessee is, or will be as of the sublease commencement date for such Group II Truck, a Permitted Sublessee and each applicable sublease meets the requirements set forth in Section 7.

25.15. Supplemental Documents True and Correct. All information contained in any other Supplemental Document with respect to Group II Trucks which has been submitted, or which may hereafter be submitted by the Lessee to the Lessor is, or will be, true, correct and complete.

25.16. Absence of Default. Each of the Guarantor and the Lessee is in compliance with all of the provisions of its certificate of formation and limited liability company agreement and no event has occurred or failed to occur which has not been remedied or waived, the occurrence or non-occurrence of which constitutes, or with the passage of time or giving of notice or both would constitute, (i) a Lease Event of Default or a Potential Lease Event of Default or (ii) a default or event of default by the Guarantor or the Lessee under any indenture, agreement or other instrument, or any judgment, decree or final order to which the Guarantor or the Lessee is a party or by which the Guarantor or the Lessee or any of their properties may be bound or affected that could result in a Material Adverse Effect.

25.17. Title to Assets. Each of the Guarantor and the Lessee has good, legal and marketable title to, or a valid leasehold interest in, all of its assets, except to the extent no Material Adverse Effect could result. Except, in the case of the Lessee, for financing statements or other filings with respect to or evidencing Permitted Encumbrances, no financing statement under the UCC of any state, application for a Certificate of Title or certificate of ownership, or other filing which names the Lessee as debtor or which covers or purports to cover any of the assets of the Lessee is on file in any state or other jurisdiction, and the Lessee has not signed any such financing statement, application or instrument authorizing any secured party or creditor of such Person thereunder to file any such financing statement, application or filing other than with respect to Permitted Encumbrances and except, in the case of the Lessee, to the extent no Material Adverse Effect could result.

25.18. Burdensome Provisions. Neither the Guarantor nor the Lessee is a party to or bound by any Contractual Obligation that could have a Material Adverse Effect.

25.19. No Adverse Change. Since December 31, 2009, (x) no material adverse change in the business, assets, liabilities, financial condition, results of operations or business prospects of the Guarantor or the Lessee has occurred, and (y) no event has occurred or failed to occur, which has had or may

have, either alone or in conjunction with all other such events and failures, a Material Adverse Effect.

25.20. No Adverse Fact. No fact or circumstance is known to the Guarantor or the Lessee, as of the date hereof or as of such Closing Date, which, either alone or in conjunction with all other such facts and circumstances, has had or might in the future have (so far as the Guarantor or the Lessee can foresee) a Material Adverse Effect.

25.21. Accuracy of Information. All data, certificates, reports, statements, Opinions of Counsel, documents and other information furnished to the Lessor, any Group II Noteholder or the Trustee by or on behalf of the Guarantor or the Lessee pursuant to any provision of any Applicable Related Document with respect to any Group II Series of Notes, or in connection with or pursuant to any amendment or modification of, or waiver under, any Applicable Related Document with respect to any Group II Series of Notes, shall, at the time the same are so furnished, (i) be complete and correct in all material respects to the extent necessary to give the Lessor, such Group II Noteholder or the Trustee, as the case may be, true and accurate knowledge of the subject matter thereof, (ii) not contain any untrue statement of a material fact, and (iii) not omit to state a material fact necessary in order to make the statements contained therein (in light of the circumstances in which they were made) not misleading, and the furnishing of the same to the Lessor, such Group II Noteholder or the Trustee, as the case may be, shall constitute a representation and warranty by the Guarantor and the Lessee made on the date the same are furnished to the Lessor, such Group II Noteholder or the Trustee, as the case may be, to the effect specified in clauses (i), (ii) and (iii).

25.22. Solvency. Both before and after giving effect to the transactions contemplated by this Agreement and the other Applicable Related Documents with respect to each Group II Series of Notes, each of the Guarantor and the Lessee is solvent within the meaning of the Bankruptcy Code and each of the Guarantor and the Lessee is not the subject of any voluntary or involuntary case or proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy or insolvency law and no Event of Bankruptcy has occurred with respect to the Guarantor or the Lessee.

26. CERTAIN AFFIRMATIVE COVENANTS. Until the expiration or termination of this Agreement, and thereafter until the obligations of the Lessee and the Guarantor under this Agreement and the Applicable Related Documents with respect to each Group II Series of Notes are satisfied in full, the Lessee covenants and agrees as to itself, and the Guarantor covenants and agrees as to itself and as to the Lessee that, unless at any time the Lessor and the Trustee shall otherwise expressly consent in writing, it will (and, in the case of the Guarantor, will cause the Lessee to):

26.1. Corporate Existence; Foreign Qualification. Do and cause to be done at all times all things necessary to (i) maintain and preserve the corporate existence of the Guarantor and the Lessee (it being understood that, subject to Section 27.1, the Lessee shall remain a direct or indirect Wholly-Owned Subsidiary of the Guarantor); (ii) be, and ensure that the Lessee is, duly qualified to do business and in good standing as a foreign limited liability company in each jurisdiction where the nature of its business makes such qualification necessary and the failure to so qualify would have a Material Adverse Effect; and (iii) comply with all Contractual Obligations and Requirements of Law binding upon it and its Subsidiaries, except to the extent that the failure to comply therewith would not, in the aggregate, have a Material Adverse Effect.

26.2. Books, Records and Inspections. (i) Maintain, or cause to be maintained, complete and accurate books and records with respect to the Group II Trucks leased under this Agreement and (ii) permit any Person designated by the Lessor or the Trustee in writing to visit and/or inspect any of the properties, limited liability company books and financial records of the Guarantor and its Subsidiaries and to discuss its affairs, finances and accounts with officers of the Guarantor and its Subsidiaries, agents of the Guarantor and with the Guarantor's independent public accountants, all at such reasonable times and as often as the Lessor or the Trustee may reasonably request.

26.3. Insurance. Obtain and maintain with respect to all Group II Trucks that are subject to this Agreement (a) vehicle liability insurance to the full extent required by law and in any event not less than \$500,000 per Person and \$1,000,000 per occurrence, (b) property damage insurance with a limit of \$1,000,000 per occurrence, and (c) excess coverage public liability insurance with a limit of not less than \$50,000,000 or the limit maintained from time to time by the Lessee at any time hereafter, whichever is greater, with respect to all trucks and vans comprising the Lessee's truck rental fleet. The Lessor acknowledges and agrees that the Lessee may, to the extent permitted by applicable law, self-insure for the first \$1,000,000 per occurrence, or a greater amount proposed to the Rating Agencies that satisfies the Rating Agency Condition per occurrence, of vehicle liability and property damage which is otherwise required to be insured hereunder. All such policies shall be from financially sound and reputable insurers, shall name the Lessor and the Trustee as additional insured parties, in the case of catastrophic physical damage insurance on such Group II Trucks, shall name the Trustee as loss payee as its interest may appear and will provide that the Lessor and the Trustee shall receive at least ten days' prior written notice of cancellation of such policies. The Lessee will notify promptly the Lessor and the Trustee of any curtailment or cancellation of the Lessee's right to self-insure in any jurisdiction.

26.4. Reporting Requirements. Furnish, or cause to be furnished to the Lessor and the Trustee:

(i) Annual Report. As soon as available and in any event within 120 days after the end of each fiscal year thereafter, beginning with the fiscal year end of December 31, 2010, (A) the audited consolidated balance sheet of ABCR and its

consolidated subsidiaries as at the end of, and the related consolidated statements of income, shareholders' equity and cash flows for such year, and the corresponding figures as at the end of, and for, the preceding fiscal year, accompanied by an opinion of Deloitte & Touche LLP or such other independent certified public accountants of recognized standing as shall be retained by ABCR, which report and opinion shall be prepared in accordance with generally accepted auditing standards relating to reporting (the "ABCR Financial Statements"), and (B) unaudited combined financial statements consisting of a statement of financial position of BTR and its subsidiaries as of the end of such fiscal year and a statement of operations, members' equity and cash flows of BTR and its subsidiaries for such fiscal year, certified by a senior financial officer of BTR as having been prepared in accordance with GAAP (except as otherwise noted therein).

(ii) Quarterly Statements. As soon as available and in any event within 55 days after the end of each of the first three quarters of each fiscal year, beginning with the end of the first quarter March 31, 2010, of the Guarantor, unaudited financial statements consisting of a combined statement of financial position of the Guarantor and its Subsidiaries as of the end of such quarter and a statement of operations, members' equity and cash flows of the Guarantor and its Subsidiaries for each such quarter, setting forth in comparative form the corresponding figures for the corresponding periods of the preceding fiscal year beginning with the quarterly statements for the first quarter ending March 31, 2011, all in reasonable detail and certified (subject to year-end adjustments) by a senior financial officer of the Guarantor as having been prepared in accordance with GAAP (except as otherwise noted therein);

(iii) Amortization Events and Lease Events of Default. As soon as possible but in any event within two Business Days after the occurrence of any Amortization Event in respect of a Group II Series of Notes, Potential Amortization Event in respect of a Group II Series of Notes, Lease Event of Default or Potential Lease Event of Default, a written statement of an Authorized Officer describing such event and the action that the Guarantor or the Lessee, as the case may be, proposes to take with respect thereto;

(iv) Reports. Promptly, from time to time, such information with respect to the Lessee, the Guarantor, CPF or the Group II Trucks leased hereunder as the Lessor may require to satisfy its reporting obligations pursuant to Section 4.1 of the Base Indenture; and

(v) Other. Promptly, from time to time, such other information, documents, or reports respecting the Group II Trucks leased hereunder or the condition or operations, financial or otherwise, of the Guarantor, the Lessee or the Administrator as the Lessor or the Trustee may from time to time reasonably request in order to protect the interests of the Lessor or the Trustee under or as contemplated by this Agreement or any other Applicable Related Document with respect to any Group II Series of Notes.

26.5. Payment of Taxes; Removal of Liens. Pay when due all taxes, assessments, fees and governmental charges of any kind whatsoever that may be at any time lawfully assessed or levied against or with respect to the

Lessee, the Guarantor or their respective property and assets or any interest thereon. Notwithstanding the previous sentence, but subject in any case to the other requirements hereof and of the Applicable Related Documents with respect to each Group II Series of Notes, neither the Lessee nor the Guarantor shall be required to pay any tax, charge, assessment or imposition nor to comply with any law, ordinance, rule, order, regulation or requirement so long as the Lessee or the Guarantor shall contest, in good faith, the amount or validity thereof, in an appropriate manner or by appropriate proceedings. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of the Guarantor or the Lessee to settle any such contest).

26.6. Business. The Lessee will engage only in businesses in substantially the same or related fields as the businesses conducted on the date hereof and such other lines of business, which, in the aggregate, do not constitute a material part of the operations of the Lessee.

26.7. Maintenance of Separate Existence. Each of the Guarantor and the Lessee acknowledges its receipt of a copy of that certain opinion letter issued by White & Case LLP dated the Initial Group II Closing Date and addressing the issue of substantive consolidation as it may relate to the Guarantor, the Lessee and the Lessor. The Guarantor and the Lessee hereby agree to maintain in place all policies and procedures, and take and continue to take all action, described in the factual assumptions set forth in such opinion letter and relating to such Person.

26.8 Maintenance of the Group II Trucks. Maintain and cause to be maintained in good repair, working order and condition all of the Group II Trucks leased in accordance with its ordinary business practices with respect to all other vehicles owned or leased by it, except to the extent that any such failure to comply with such requirements does not, in the aggregate, materially adversely affect the interests of the Lessor under this Agreement or the interests of the Group II Secured Parties under the Base Indenture and each related Group II Series Supplement. From time to time the Guarantor and the Lessee will make or cause to be made all appropriate repairs, renewals and replacements with respect to the Group II Trucks.

26.9. Accounting Methods, Financial Records. Maintain, and cause each of its material Subsidiaries to maintain, a system of accounting and keep, and cause each of its material Subsidiaries to keep, such records and books of account (which shall be true and complete) as may be required or necessary to permit the preparation of financial statements in accordance with GAAP.

26.10. Disclosure to Auditors. Disclose, and cause each of its material Subsidiaries to disclose, to its independent certified public accountants in a timely manner all loss contingencies of a type requiring disclosure to auditors under accounting standards promulgated by the Financial Accounting Standards Board.



26.11. Disposal of Group II Trucks. Dispose of the Group II Trucks leased by the Lessee in accordance with Section 2.6(a) (unless the Lessee purchases such Group II Truck in accordance with the terms of Section 2.5).

26.12. Applicable Nominee Agreement. In the case of the Lessee only, if applicable, the Lessee shall acknowledge and consent to the terms of any Applicable Nominee Agreement.

27. CERTAIN NEGATIVE COVENANTS. Until the expiration or termination of this Agreement and thereafter until the obligations of the Lessee and the Guarantor under this Agreement and the Applicable Related Documents with respect to each Group II Series of Notes are satisfied in full, the Lessee covenants and agrees as to itself, and the Guarantor covenants and agrees as to itself and as to the Lessee that, unless at any time the Lessor and the Trustee shall otherwise expressly consent in writing, it will not (and, in the case of the Guarantor, will not permit the Lessee to):

27.1. Mergers, Consolidations. Merge or consolidate with any Person, except that, if after giving effect thereto, no Potential Lease Event of Default or Lease Event of Default would exist, this Section 27.1 shall not apply to (i) any merger or consolidation, provided that the Guarantor or the Lessee, as applicable, is the surviving corporation and if the Lessee is the surviving corporation, it is a direct or indirect Wholly-Owned Subsidiary of the Guarantor after such merger or consolidation and (ii) any merger or consolidation of the Lessee with or into another Subsidiary of the Guarantor, provided that the surviving entity executes an agreement of assumption to perform every obligation of the Lessee under this Agreement and such surviving entity is a direct or indirect Wholly-Owned Subsidiary of the Guarantor.

27.2. Other Agreements. Enter into any agreement containing any provision which would be violated or breached by the performance of its obligations hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.

27.3. Liens. Create or permit to exist any Lien with respect to any Group II Truck, except for Permitted Liens.

27.4. Use of Group II Trucks. Use or allow the Group II Trucks to be used (i) for any illegal purposes or (ii) in any manner that would subject the Group II Trucks to confiscation.

28. **ADMINISTRATOR ACTING AS AGENT OF THE LESSOR.** The parties to this Agreement acknowledge and agree that BTR shall act as Administrator and, in such capacity, as the agent for the Lessor, for purposes of performing certain duties of the Lessor under this Agreement and the Applicable Related Documents with respect to each Group II Series of Notes. As compensation for the Administrator's performance of such duties, the Lessor shall pay to the Administrator on each Distribution Date (i) the Monthly Administration Fee payable pursuant to the Applicable Administration Agreement and (ii) the reasonable costs and expenses of the Administrator incurred by it as a result of arranging for the sale of Group II Trucks returned to the Lessor in accordance with Section 2.6(b) and sold to third parties, provided, however, that such costs and expenses shall only be payable to the Administrator to the extent of any excess of the sale price received by the Lessor for any such Group II Truck over the Termination Value thereof.

29. **NO PETITION.** Each of the Guarantor, the Lessee and the Administrator hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all of the Notes, it will not institute against, or join any other Person in instituting against the Lessor or CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. In the event that the Guarantor, the Lessee or the Administrator takes action in violation of this Section 29, the Lessor agrees, for the benefit of the Group II Secured Parties, that it shall file an answer with the bankruptcy court or otherwise properly contest the filing of such a petition by the Guarantor, the Lessee or the Administrator against the Lessor or CPF or the commencement of such action and raise the defense that the Guarantor, the Lessee or the Administrator has agreed in writing not to take such action and should be estopped and precluded therefrom and such other defenses, if any, as its counsel advises that it may assert. The provisions of this Section 29 shall survive the termination of this Agreement.

30. **SUBMISSION TO JURISDICTION.** The Lessor and the Trustee may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction, including, without limitation, any state or federal court located in the State of New York. For the purpose of any action or proceeding instituted with respect to any such claim, the Guarantor and the Lessee hereby irrevocably submits to the jurisdiction of such courts. The Guarantor and the Lessee further irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to the Guarantor or the Lessee, as the case may be, and agrees that such service, to the fullest extent permitted by law, (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall be taken and held to be valid personal service upon and personal delivery to it. Nothing herein contained shall affect the right of the Trustee and the Lessor to serve process in any other manner permitted by law or preclude the Lessor or the Trustee from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Guarantor and the Lessee hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court located in the State of New York and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

31. GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT FOR SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Guarantor and the Lessee and all rights of the Lessor or the Trustee expressed herein shall be in addition to and not in limitation of those provided by applicable law or in any other written instrument or agreement.

32. JURY TRIAL. EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER APPLICABLE RELATED DOCUMENT WITH RESPECT TO ANY GROUP II SERIES OF NOTES TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

33. NOTICES. All notices, requests and other communications to any party hereunder shall be in writing including facsimile transmission or similar writing and shall be given to such party, addressed to it, at its address or telephone number set forth on the signature pages below, or at such other address or telephone number as such party may hereafter specify for the purpose by notice to the other party. In each case, a copy of all notices, requests and other communications that are sent by any party hereunder shall be sent to the Trustee and a copy of all notices, requests and other communications that are sent by the Lessee or the Guarantor to each other that pertain to this Agreement shall be sent to the Lessor and the Trustee. Copies of notices, requests and other communications delivered to the Trustee and/or the Lessor pursuant to the foregoing sentence shall be sent to the following addresses:

TRUSTEE:

The Bank of New York Mellon Trust Company, N.A.  
2 N. LaSalle Street, Suite 1020  
Chicago, IL 60602  
Attention: Corporate Trust/Structured Finance  
Telephone: (312) 827-8570  
Fax: (312) 827-8562

LESSOR:

Centre Point Funding, LLC  
6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-7312  
Fax: (973) 496-5852

with a copy to the Administrator:

Budget Truck Rental LLC  
6 Sylvan Way  
Parsippany, NJ 07054  
Attention: Treasurer  
Telephone: (973) 496-5285  
Fax: (973) 496-5852

Any notice (i) given in person shall be deemed delivered on the date of delivery of such notice, (ii) given by first class mail shall be deemed given three (3) days after the date that such notice is mailed, (iii) delivered by telex or telecopier shall be deemed given on the date of delivery of such notice, and (iv) delivered by overnight air courier shall be deemed delivered one Business Day after the date that such notice is delivered to such overnight courier. Copies of all notices must be sent by first class mail promptly after transmission by facsimile.

34. LIABILITY. The Lessee shall be held jointly and severally liable for all of the obligations of the Guarantor hereunder. The Guarantor shall be held jointly and severally liable for all the obligations of the Lessee hereunder.

35. HEADINGS. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

36. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

37. EFFECTIVE DATE. This Agreement shall become effective on the date hereof.

38. NO RECOURSE. The obligations of the Lessor under this Agreement are solely the corporate obligations of the Lessor. No recourse shall be had for the payment of any obligation or claim arising out of

or based upon this Agreement against any shareholder, partner, employee, officer, director or incorporator of the Lessor.

39. THIRD PARTY BENEFICIARY. The parties hereto agree that the Trustee, in addition to the rights assigned to it pursuant to Section 23 hereof, shall be deemed an intended third party beneficiary to this Agreement and the transactions contemplated hereby and shall have the right to enforce, among the other provisions hereof, the provisions of Section 16 hereof. The parties hereto further agree that the Noteholders of each Group II Series of Notes shall be deemed intended third party beneficiaries to this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

LESSOR:

CENTRE POINT FUNDING, LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

Address:

6 Sylvan Way

Parsippany, NJ 07054

Attention: Treasurer

Telephone: (973) 496-7312

Fax: (973) 496-5852

LESSEE:

BUDGET TRUCK RENTAL LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

Address:

6 Sylvan Way

Parsippany, NJ 07054

Attention: Treasurer

Telephone: (973) 496-5285

Fax: (973) 496-5852

ADMINISTRATOR:

BUDGET TRUCK RENTAL LLC

By: /s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President, Chief Financial Officer  
and Treasurer

Address:

1560 Broadway, Suite 1700

Denver, Colorado 80202

Attention: Treasurer

Telephone:

Fax:

GUARANTOR:

AVIS BUDGET CAR RENTAL, LLC

By: /s/ Rochelle Tarlowe

Name: Rochelle Tarlowe

Title: Vice President and Treasurer

Address:

6 Sylvan Way

Parsippany, NJ 07054

Attention: Treasurer

Telephone: (973) 496-7312

Fax: (973) 496-5852

COUNTERPART NO. — OF TEN (10) SERIALY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

## Definitions List

“ABCR” has the meaning set forth in the preamble.

“ABCR Financial Statements” has the meaning set forth in Section 26.4(i).

“Administrator” has the meaning set forth in the preamble.

“Agreement” has the meaning set forth in the preamble.

“Base Indenture” has the meaning set forth in Section 1.

“BTR” has the meaning set forth in the preamble.

“Carrying Cost Interest Rate” means the Carrying Cost Interest Rate (as defined in the Base Indenture) with respect to the Group II Series of Notes.

“CPF” has the meaning set forth in the preamble.

“CPF Lease Commencement Date” has the meaning set forth in Section 3.2.

“CPF Lease Expiration Date” has the meaning set forth in Section 3.2.

“Group II Collateral” means the Group Specific Collateral (as defined in the Base Indenture) with respect to the Group II Series of Notes.

“Group II Noteholder” means the Person in whose name a Group II Note is registered in the Note Register.

“Group II Secured Parties” means the Group Secured Parties (as defined in the Base Indenture) with respect to the Group II Series of Notes.

“Group II Series of Notes” means each Series of Notes designated by the applicable Series Supplement (as defined in the Base Indenture) as a “Group II Series of Notes” sharing in the Group II Collateral.

“Group II Series Supplement” means a Series Supplement (as defined in the Base Indenture) with respect to a Group II Series of Notes.

“Group II Trucks” has the meaning set forth in the recitals.

“Guaranteed Obligations” has the meaning set forth in Section 22.1.

“Guarantor” has the meaning set forth in the preamble.

“Guaranty” has the meaning set forth in Section 22.1.



“Indemnified Persons” has the meaning set forth in Section 16.1.

“Indenture” has the meaning set forth in Section 1.

“Initial Group II Closing Date” has the meaning set forth in Section 2(d).

“Lease Event of Default” has the meaning set forth in Section 18.1.

“Lessee” has the meaning set forth in the preamble.

“Lessee Agreements” has the meaning set forth in Section 2(b)(i).

“Lessor” has the meaning set forth in the preamble.

“License Agent” has the meaning set forth in Section 18.7.

“Liquidation Event of Default” means a Liquidation Event of Default (as defined in the Base Indenture) with respect to the Group II Series of Notes.

“Limited Liquidation Event of Default” means a Limited Liquidation Event of Default (as defined in the Base Indenture) with respect to any Group II Series of Notes.

“Monthly Base Rent” means Monthly Base Rent (as defined in the Base Indenture) with respect to the Group II Series of Notes.

“OTC” has the meaning set forth in Section 18.7.

“Permitted Sublessee” means a Permitted Sublessee (as defined in the Base Indenture) under this Agreement.

“Potential Lease Event of Default” means any occurrence or event which, with the giving of notice, the passage of time or both, would constitute a Lease Event of Default.

“Power of Attorney” has the meaning set forth in Section 10.

“Sublease” means a Sublease (as defined in the Base Indenture) with respect to this Agreement.

“Supplemental Documents” has the meaning set forth in Section 2.1.

“Supplemental Rent” means Supplemental Rent (as defined in the Base Indenture) with respect to this Agreement and the Group II Series of Notes.

“Term” has the meaning set forth in Section 3.2.

“Truck Special Damage Payments” has the meaning set forth in Section 13.2.

“Truck Turn-In Condition Standard” has the meaning set forth in Section 13.1.

“Vehicle Lease Commencement Date” has the meaning set forth in Section 3.1.

“Vehicle Lease Expiration Date” has the meaning set forth in Section 3.1.

“Vehicle Purchase Price” has the meaning set forth in Section 2.5.

“Vehicle Term” has the meaning set forth in Section 3.1.

Litigation

[ATTACHED]

Jurisdiction of Organization and Prior Business Locations

[ATTACHED]

Information Relating to Group I Trucks

[ATTACHED]

FORM OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that CENTRE POINT FUNDING, LLC ("CPF") does hereby make, constitute and appoint Budget Truck Rental LLC ("BTR") its true and lawful Attorney-in-Fact for it and in its name, place and stead, (i) to execute any and all documents pertaining to the titling of motor vehicles in the name of Centre Point Funding, LLC, (ii) the noting of the lien of The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee") or a nominee lienholder on behalf of the Trustee for the benefit of the Secured Parties (the "Nominee Lienholder"), as applicable, as the first lienholder on certificates of title, (iii) the licensing and registration of motor vehicles, (iv) designating the address of BTR as the mailing address of the Trustee for all documentation relating to the title and registration of such motor vehicles, (v) applying for duplicate certificates of title indicating the lien of the Trustee or Nominee Lienholder where original certificates of title have been lost or destroyed and (vi) upon the sale of any such motor vehicle pursuant to the Master Motor Vehicle Operating Lease Agreement (Group II), dated as of March 9, 2010, among CPF, BTR, and Avis Budget Car Rental, LLC, in accordance with the terms and conditions thereof, releasing the lien of the Trustee or the Nominee Lienholder on such motor vehicle by executing any documents required in connection therewith. This power is limited to the foregoing and specifically does not authorize the creation of any liens or encumbrances on any of said motor vehicles.

The powers and authority granted hereunder shall be effective as of the 9th day of March, 2010, and unless sooner terminated, revoked or extended, cease five years from such date.

IN WITNESS WHEREOF, CENTRE POINT FUNDING, LLC has caused this instrument to be executed on its behalf by its duly authorized officer this \_\_\_\_\_ day of March, 2010.

CENTRE POINT FUNDING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Subscribed and sworn before me, a notary public, in and for said county and state, this \_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

FORM OF MASTER MOTOR VEHICLE OPERATING SUBLEASE AGREEMENT (GROUP II)

dated as of March 9, 2010

between

[•],  
the Sublessee,

and

BUDGET TRUCK RENTAL LLC,  
the Sublessor

AS SET FORTH IN SECTION 18 HEREOF, SUBLESSOR HAS ASSIGNED TO CPF (AS DEFINED HEREIN) AND CPF HAS ASSIGNED TO THE TRUSTEE (AS DEFINED HEREIN) CERTAIN OF ITS RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE. TO THE EXTENT, IF ANY, THAT THIS LEASE CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION) NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE TRUSTEE ON THE SIGNATURE PAGE THEREOF.

[THIS IS NOT COUNTERPART NO. 1]

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**FORM OF MASTER MOTOR VEHICLE OPERATING SUBLEASE AGREEMENT (GROUP II)**

This Sublease Agreement (this "Agreement"), dated as of March 9, 2010, is made between [•] (the "Sublessee") and BUDGET TRUCK RENTAL LLC ("BTR" or the "Sublessor").

WITNESSETH:

WHEREAS, Centre Point Funding, LLC ("CPF"), the Sublessor and Avis Budget Car Rental, LLC (the "Guarantor") are parties to a Master Motor Vehicle Operating Lease Agreement (Group II), dated as of March 9, 2010 (as amended, modified or supplemented from time to time in accordance with its terms, the "Group II CPF Lease"), pursuant to which CPF leases certain Group II CPF Trucks specified in the Group II CPF Lease to the Sublessor; and

WHEREAS, the Sublessor wishes to sublease from time to time certain Group II CPF Trucks leased by the Sublessor pursuant to the Group II CPF Lease to the Sublessee, and the Sublessee desires to sublease from time to time from the Sublessor such Group II CPF Trucks for use in its daily rental business;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that:

40. DEFINITIONS. Unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Definitions List attached as Appendix 1 to the Group II CPF Lease. If a capitalized term is not defined in Appendix 1, such capitalized terms shall have the meaning ascribed to such term in the Definitions List attached as Annex I to the Amended and Restated Base Indenture, dated as of March 9, 2010 (as amended, modified or supplemented from time to time in accordance with its terms, exclusive of Supplements creating a new Series of Notes, the "Base Indenture"), between CPF, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee, as such Definitions List may from time to time be amended in accordance with the terms of the Base Indenture. The Base Indenture and each related Group II Series Supplement are referred to herein as the "Indenture".

41. SUBLEASE OF VEHICLES. From time to time during the Term of the Group II CPF Lease, the Sublessor shall designate Group II CPF Trucks leased by it from CPF under the Group II CPF Lease to be subleased to the Sublessee in accordance with the terms of this Agreement for a period of one or more days during the Vehicle Term for such Group II CPF Trucks as specified by the Sublessor, and the Sublessee agrees to sublease from the Sublessor the Group II CPF Trucks so designated by the Sublessor from time to time for the periods so specified by the Sublessor.

42. **RENT.** The Sublessee agrees to pay to the Sublessor, on or prior to each Distribution Date, as sublease rent an amount equal to the aggregate amount for all Group II CPF Trucks subleased by it hereunder during the Related Month of the product of (x) the sum of (i) all Monthly Base Rent that has accrued during such Related Month with respect to each such Group II CPF Truck under the Group II CPF Lease and (ii) the portion of all Supplemental Rent due and payable by the Sublessor on such Distribution Date that the Sublessor determines to be allocated to each such Group II CPF Truck and (y) the percentage equivalent of a fraction, the numerator of which is the total number of days during such Related Month that each such Group II CPF Truck was subleased to the Sublessee pursuant to this Sublease and the denominator of which is the total number of days during such Related Month. The Sublessor and the Sublessee may from time to time agree to any other method of calculating the sublease rent hereunder that is mutually acceptable to them; provided, however, that in all events the Sublessor shall remain liable for the full amount of Monthly Base Rent and Supplemental Rent due under the Group II CPF Lease with respect to the Group II CPF Trucks subleased by the Sublessee hereunder.

43. **GRANT OF SECURITY INTEREST.** If, notwithstanding the intent of the parties to this Agreement and the intent of the parties to the Group II CPF Lease, this Agreement and the Group II CPF Lease are characterized by any third party as financing arrangements or as otherwise not constituting "true leases," then it is the intention of the parties that this Agreement shall constitute a security agreement under applicable law, and, to secure all of its obligations under this Agreement, the Sublessee hereby grants to the Sublessor a security interest in all of the Sublessee's right, title and interest, if any, in and to all of the following assets, property and interests in property, whether now owned or hereafter acquired or created:

(i) the rights of the Sublessee under this Agreement, as this Agreement may be amended, modified or supplemented from time to time in accordance with its terms, and any other agreements related to or in connection with this Agreement to which the Sublessee is a party (the "**Sublessee Agreements**"), including, without limitation, (a) all rights, remedies, powers, privileges and claims of the Sublessee against any other party under or with respect to the Sublessee Agreements (whether arising pursuant to the terms of such Sublessee Agreements or otherwise available to the Sublessee at law or in equity), including the right to enforce any of the Sublessee Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Sublessee Agreements or the obligations and liabilities of any party thereunder, (b) all liens and property from time to time purporting to secure payment of the obligations and liabilities of the Sublessee arising under or in connection with the Sublessee Agreements, and any documents or agreements describing any collateral securing such obligations or liabilities and (c) all guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such obligations and liabilities of the Sublessee pursuant to the Sublessee Agreements;

(ii) all Group II CPF Trucks subleased by the Sublessee from the Sublessor under this Agreement which, notwithstanding that this Agreement and the Group II CPF

Lease are intended to convey only leasehold interests, are determined to be owned by the Sublessee, and all Certificates of Title with respect to such Group II CPF Trucks;

(iii) all right, title and interest of the Sublessee in and to any proceeds from the sale of Group II CPF Trucks subleased by the Sublessee hereunder which, notwithstanding that this Agreement and the Group II CPF Lease are intended to convey only leasehold interests, are determined to be owned by the Sublessee, including all monies due in respect of such Group II CPF Trucks, whether payable as the purchase price of such Group II CPF Trucks, as auction sales proceeds, or as fees, expenses, costs, indemnities, insurance recoveries, or otherwise;

(iv) all payments under insurance policies (whether or not the Sublessor, CPF or the Trustee is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any of the Group II CPF Trucks subleased by the Sublessee hereunder;

(v) all additional property that may from time to time hereafter be subjected to the grant and pledge under this Agreement, as the same may be modified or supplemented from time to time, by the Sublessee or by anyone on its behalf; and

(vi) all Proceeds of any and all of the foregoing including, without limitation, payments under insurance (whether or not the Sublessor or CPF is named as the loss payee thereof) and cash (subsections (i) through (vi) collectively referred to as, the "Collateral").

44. CERTAIN REPRESENTATIONS AND WARRANTIES. The Sublessee represents and warrants to the Sublessor that, as of the date hereof:

(a) the Sublessee is (i) a [corporation/limited liability company] duly [organized/formed], validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) has the [corporate/limited liability company] power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted, and (iii) is duly qualified, in good standing and authorized to do business in each jurisdiction in which the character of its properties or the nature of its businesses requires such qualification or authorization;

(b) the Sublessee has the [corporate/limited liability company] power, and has taken all necessary [corporate/limited liability company] action to authorize it, to execute, deliver and perform this Agreement in accordance with its terms, and to consummate the transactions contemplated hereby; and this Agreement has been duly executed and delivered by the Sublessee and is a legal, valid and binding obligation of the Sublessee enforceable in accordance with its terms;

(c) all of the issued equity interests of the Sublessee are owned directly or indirectly by the Guarantor, free and clear of all liens, encumbrances, equities or claims;

(d) no consent, action by or in respect of, approval or other authorization of, or registration, declaration or filing with, any Governmental Authority or other Person is required for the valid execution and delivery by the Sublessee of this Agreement or for the performance of any of the Sublessee's obligations hereunder other than such consents, approvals, authorizations, registrations, declarations or filings as would not have in the aggregate a Material Adverse Effect;

(e) the Sublessee is not (i) in violation of its certificate of [incorporation/ formation] or [by-laws/limited liability company agreement]; (ii) in violation of any Requirement of Law with respect to it or (iii) in violation of any Contractual Obligation with respect to it, except in the case of this clause (iii) as would not have in the aggregate a Material Adverse Effect; and

(f) the regular course of the Sublessee's business is renting vehicles in its daily domestic vehicle rental business.

45. **CERTAIN AFFIRMATIVE COVENANTS.** (a) Until the expiration or termination of this Agreement, and thereafter until the obligations of the Sublessee under this Agreement are satisfied in full, the Sublessee covenants and agrees that:

(i) it will use the Group II CPF Trucks which are subject to this Agreement in its daily domestic vehicle rental business;

(ii) it will take all actions within its power, and use its best efforts, to permit the Sublessor to perform all of the Sublessor's obligations under, and comply with all of the terms and conditions of, the Group II CPF Lease and, if applicable, it shall comply with the terms and conditions of the Group II CPF Lease;

(iii) it will permit any Person designated in writing by CPF, the Trustee or the Sublessor to visit and inspect any of the properties, corporate books or financial records of the Sublessee and discuss its affairs, finances and accounts with officers and employees of the Sublessee, all at such reasonable times and as often as CPF, the Trustee or the Sublessor may reasonably request; and

(iv) it will do and cause to be done at all times all things necessary, including without limitation filing UCC financing statements and continuation statements, to maintain and preserve the Sublessor's first-priority perfected security interest in the Collateral.

(b) Until the expiration or termination of this Agreement, and thereafter until all obligations of the Sublessor under this Agreement and under the Group II CPF Lease are satisfied in full, the Sublessor covenants and agrees that it will perform all obligations required to be performed by it under the Group II CPF Lease with respect to each Group II CPF Truck subleased to the Sublessee pursuant to this Agreement.

46. NO BREACH OF GROUP II CPF LEASE. The Sublessee agrees and covenants that it will not take any action, or fail to take any action, in each case that would cause the Sublessor to be in violation or breach of any term of the Group II CPF Lease, including, but not limited to, creating or permitting to exist any Lien with respect to any Group II CPF Truck subleased hereunder, except for Permitted Liens.

47. NON-LIABILITY OF SUBLESSOR. The Sublessor shall not be liable to the Sublessee for any failure or delay in obtaining Group II CPF Trucks or making delivery thereof. AS BETWEEN THE SUBLESSOR AND THE SUBLESSEE, ACCEPTANCE FOR SUBLEASE OF THE GROUP II CPF TRUCKS SUBLEASED BY THE SUBLESSEE SHALL CONSTITUTE THE SUBLESSEE'S ACKNOWLEDGMENT AND AGREEMENT THAT THE SUBLESSEE HAS FULLY INSPECTED SUCH GROUP II CPF TRUCKS, THAT SUCH GROUP II CPF TRUCKS ARE IN GOOD ORDER AND CONDITION AND ARE OF THE MANUFACTURE, DESIGN, SPECIFICATIONS AND CAPACITY SELECTED BY THE SUBLESSEE, THAT THE SUBLESSEE IS SATISFIED THAT THE SAME ARE SUITABLE FOR THIS USE AND THAT THE SUBLESSOR IS A MANUFACTURER OR ENGAGED IN THE SALE OR DISTRIBUTION OF VEHICLES, AND HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF SUCH GROUP II CPF TRUCK IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF THE SUBLESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. THE SUBLESSOR SHALL NOT BE LIABLE TO THE SUBLESSEE FOR ANY FAILURE OR DELAY IN DELIVERING ANY GROUP II CPF TRUCK DESIGNATED FOR SUBLEASE PURSUANT TO THIS AGREEMENT, OR FOR ANY FAILURE TO PERFORM ANY PROVISION HEREOF, RESULTING FROM FIRE OR OTHER CASUALTY, NATURAL DISASTER, RIOT, STRIKE OR OTHER LABOR DIFFICULTY, GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY CAUSE BEYOND THEIR DIRECT CONTROL. IN NO EVENT SHALL THE SUBLESSOR BE LIABLE TO THE SUBLESSEE FOR ANY INCONVENIENCES, LOSS OF PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING FROM ANY DEFECT IN OR ANY THEFT, DAMAGE, LOSS OR FAILURE OF ANY GROUP II CPF TRUCK, AND THERE SHALL BE NO ABATEMENT OF SUBLEASE RENT, MONTHLY BASE RENT, SUPPLEMENTAL RENT OR OTHER AMOUNTS PAYABLE HEREUNDER BECAUSE OF THE SAME.

48. NO SUBLESSOR WARRANTIES. THE SUBLESSEE ACKNOWLEDGES THAT THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS ARE NOT THE MANUFACTURER, THE AGENT OF THE MANUFACTURER, OR THE DISTRIBUTOR OF THE GROUP II CPF TRUCKS SUBLEASED BY SUCH SUBLESSEE HEREUNDER. THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, SAFENESS, DESIGN, MERCHANTABILITY, CONDITION, QUALITY, CAPACITY OR WORKMANSHIP OF THE GROUP II CPF TRUCKS NOR ANY WARRANTY THAT THE GROUP II CPF TRUCKS WILL SATISFY THE REQUIREMENTS OF ANY

LAW OR ANY CONTRACT SPECIFICATION, AND AS BETWEEN THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS ON THE ONE HAND AND THE SUBLESSEE ON THE OTHER, THE SUBLESSEE AGREES TO BEAR ALL SUCH RISKS AT ITS SOLE COST AND EXPENSE. THE SUBLESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS AGAINST THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS AND ANY GROUP II CPF TRUCK FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER AND, AS TO THE SUBLESSOR, CPF, THE TRUSTEE AND THE NOTEHOLDERS, THE SUBLESSEE SUBLEASES THE GROUP II CPF TRUCKS "AS IS." IN NO EVENT SHALL THE SUBLESSOR, CPF, THE TRUSTEE OR ANY NOTEHOLDER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHATSOEVER OR HOWSOEVER CAUSED.

49. NO PETITION. The Sublessee hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all of the Notes, it will not institute against, or join any other Person in instituting against, CPF any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. In the event that the Sublessee takes action in violation of this Section 10, the Sublessor agrees, for the benefit of the Secured Parties, that it shall file an answer with the bankruptcy court or otherwise properly contest the filing of such a petition by the Sublessee against CPF or the commencement of such action and raise the defense that the Sublessee has agreed in writing not to take such action and should be estopped and precluded therefrom and such other defenses, if any, as its counsel advises that it may assert. The provisions of this Section 10 shall survive the termination of this Agreement.

50. SUBMISSION TO JURISDICTION. Each of CPF, the Trustee and the Sublessor may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction, including, without limitation, any state or federal court located in the State of New York. For the purpose of any action or proceeding instituted with respect to any such claim, the Sublessee hereby irrevocably submits to the jurisdiction of such courts. The Sublessee further irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to the Sublessee and agrees that such service, to the fullest extent permitted by law, (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall be taken and held to be valid personal service upon and personal delivery to it. Nothing herein contained shall affect the right of each of CPF, the Trustee and the Sublessor to serve process in any other manner permitted by law or preclude each of CPF, the Trustee and the Sublessor from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Sublessee hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court located in the State of New York and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

51. GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. Whenever

possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Sublessee and all rights of the Sublessor expressed herein shall be in addition to and not in limitation of those provided by applicable law or in any other written instrument or agreement.

52. JURY TRIAL. EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

53. NOTICES. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission or similar writing) and shall be given to such party, addressed to it, at its address or telephone number set forth below, or at such other address or telephone number as such party may hereafter specify for the purpose by notice to the other party. Copies of notices, requests and other communications delivered pursuant to the foregoing sentence shall be sent to the following addresses:

<u>SUBLESSEE:</u>	[_____] [_____] [_____] Attention:[_____] Telephone: [_____] Fax:[_____]
<u>SUBLESSOR:</u>	Budget Truck Rental LLC 6 Sylvan Way Parsippany, New Jersey 07054 Attention: Treasurer Telephone:(973) 496-5285 Fax: (973) 496-5852

Each such notice, request or communication shall be effective when received at the address specified below. Copies of all notices must be sent by first class mail promptly after transmission by facsimile.

54. AMENDMENTS. The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever unless the same shall

be in writing and signed and delivered by the Sublessor and the Sublessee and consented to in writing by the Trustee and the Required Noteholders of each Group II Series of Notes Outstanding; provided, however, that if CPF delivers an Officer's Certificate to the Trustee that the Noteholders will not be materially adversely affected by any amendment, modification or waiver to this Agreement, no consent of any Noteholder or any Group of Noteholders shall be required, so long as CPF has satisfied the Rating Agency Condition with respect to such amendment, modification or waiver.

55. TERMINATION. This Agreement shall (i) terminate with respect to any Group II CPF Truck subleased hereunder on the Vehicle Lease Expiration Date with respect to such Group II CPF Truck under the Group II CPF Lease and (ii) terminate in its entirety upon the earlier of (a) the Group II CPF Lease Expiration Date and (b) the date on which the Group II CPF Lease is terminated pursuant to Section 18.2 thereof. This Agreement shall also terminate at the option of the Lessor or the Trustee upon a Lease Event of Default, Limited Liquidation Event of Default or a Liquidation Event of Default. Upon the termination of this Agreement in its entirety, any accrued and unpaid Monthly Base Rent and Supplemental Rent, and all other payments accrued but unpaid under this Agreement shall, automatically and without further action by the Sublessor, become immediately due and payable. Upon the termination of this Agreement as it applies to any particular Group II CPF Truck subleased hereunder, the Sublessee shall, at the request of the Sublessor, return or cause to be returned such Group II CPF Truck to the Sublessor or to such other Person as the Sublessor directs.

56. TITLE TO VEHICLES. The Sublessee, by its execution hereof, acknowledges and agrees that (i) this is an agreement to sublease only and title to Group II CPF Trucks will at all times remain in CPF's name or in the name of CPF's Nominee Lienholder, and (ii) the Sublessee will not have any rights or interest in Group II CPF Trucks whatsoever other than the right of possession and use as provided by this Agreement.

57. RIGHTS OF SUBLESSOR PLEDGED TO LESSEE AND TRUSTEE. The Sublessee acknowledges that (i) pursuant to the Group II CPF Lease, the Sublessor has granted to CPF all of the rights, remedies, powers, privileges and claims of the Sublessor under this Agreement and that CPF may act in lieu of the Sublessor in the exercise of such rights, remedies, powers, privileges and claims and (ii) pursuant to the Base Indenture, CPF has granted to the Trustee all of CPF's rights, remedies, powers, privileges and claims under the Group II CPF Lease and this Agreement and that, under certain circumstances set forth in the Base Indenture, the Trustee may act in lieu of CPF in the exercise of such rights, remedies, powers, privileges and claims.

58. SUBORDINATION; ENFORCEMENT. (a) This Agreement and the rights of the Sublessee hereunder shall be expressly subject to, and subordinate in all respects to, the terms of, and the rights of CPF under, the Group II CPF Lease. In the event of any conflict between the terms of the Group II CPF Lease and the terms hereof, the terms of the Group II CPF Lease shall govern.



(b) The Sublessee expressly acknowledges the provisions of Section 18 of the Group II CPF Lease and agrees that the Lessor, or its assignee, may enforce any of the provisions of such Section 18 against such Sublessee hereunder.

59. HEADINGS. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

60. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

61. EFFECTIVE DATE. This Agreement shall become effective on the date hereof when each of the parties to this Agreement have executed the signature pages attached hereto.

62. ASSIGNMENT. The Sublessee shall not (i) assign any of its interests under this Agreement to any other party or (ii) sublease any of the Group II CPF Trucks it subleases hereunder to any other party; provided that it may rent such Group II CPF Trucks to customers as a part of its daily rental business.

63. THIRD-PARTY BENEFICIARY. The parties hereto agree that each of CPF and the Trustee is an express third-party beneficiary to this Agreement with respect to each and every right granted to CPF or the Trustee, as applicable, hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

SUBLESSOR:

BUDGET TRUCK RENTAL LLC

By: \_\_\_\_\_  
Name: [\_\_\_\_\_]

SUBLEESSEE:

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: [\_\_\_\_\_]

Termination Value Curve Schedule

[ATTACHED]

**Avis Budget Group, Inc.**  
**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**  
(Dollars in millions)

	<b>Year Ended December 31,</b>				
	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>
<b>Earnings available to cover fixed charges:</b>					
Income (loss) from continuing operations before income taxes	\$ 72	\$ (77)	\$ (1,343)	\$ (992)	\$ (677)
Plus: Fixed charges	510	408	464	556	693
Earnings available to cover fixed charges	<u>\$ 582</u>	<u>\$ 331</u>	<u>\$ (879)</u>	<u>\$ (436)</u>	<u>\$ 16</u>
<b>Fixed charges <sup>(a)</sup>:</b>					
Interest, including amortization of deferred financing costs	\$ 445	\$ 343	\$ 402	\$ 497	\$ 632
Interest portion of rental payment	65	65	62	59	61
Total fixed charges	<u>\$ 510</u>	<u>\$ 408</u>	<u>\$ 464</u>	<u>\$ 556</u>	<u>693</u>
<b>Ratio of earnings to fixed charges <sup>(b)</sup></b>	<u>1.14x</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

<sup>(a)</sup> Consists of interest expense on all indebtedness (including amortization of deferred financing costs) and the portion of operating lease rental expense that is representative of the interest factor. Does not include interest expense from discontinued operations of \$87 million in 2006 and does include early extinguishment of debt expense of \$52 million in 2010. Interest expense on all indebtedness is detailed as follows:

	<b>Year Ended December 31,</b>				
	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>
Related to debt under vehicle programs	\$215	\$186	\$266	\$356	\$361
All other	230	157	136	141	271
	\$445	\$343	\$402	\$497	\$632

<sup>(b)</sup> Earnings were not sufficient to cover fixed charges in 2009, 2008, 2007 and 2006 by \$77 million, \$1,343 million, \$992 million and \$677 million, respectively.

\* \* \*

<u>Subsidiary</u>	<u>Jurisdiction of Incorporation</u>
2233516 Ontario, Inc.	Canada
AB Car Rental Services Inc.	Delaware
AB Funding Pty Ltd.	Australia
ABG Car Services Holdings LLC	Delaware
Advance Ross Corporation	Delaware
Advance Ross Intermediate Corporation	Delaware
Advance Ross Sub Company	Delaware
AESOP Leasing Corp.	Delaware
AESOP Leasing LP	Delaware
ARAC Management Services Inc.	Delaware
ARACS LLC	Delaware
Arbitra S.A.	Argentina
Auto Accident Consultants Pty. Limited	Australia
Avis Asia and Pacific Limited	Delaware
Avis Budget Car Rental LLC	Delaware
Avis Budget Car Rental Canada ULC	Nova Scotia
Avis Budget Contact Centers Inc.	Canada
Avis Budget de Puerto Rico, Inc.	Puerto Rico
Avis Budget Finance Inc.	Delaware
Avis Budget Group Pty Limited	Australia
Avis Budget Holdings LLC	Delaware
Avis Budget Rental Car Funding (AESOP) LLC	Delaware
AvisBudget Group Limited	New Zealand
Avis Car Rental Group LLC	Delaware
Avis Caribbean, Limited	Delaware
Avis Enterprises Inc.	Delaware
Avis Group Holdings LLC	Delaware
Avis International Ltd.	Delaware
Avis Leasing Corporation	Delaware
Avis Lube Inc.	Delaware
Avis Management Pty. Limited	Australia
Avis Management Services, Ltd.	Delaware
Avis Operations LLC	Delaware
Avis Rent A Car Limited	New Zealand
Avis Rent A Car Sdn. Bhd.	Malaysia
Avis Rent A Car System LLC	Delaware
Avis Service Inc.	Delaware
Aviscar Inc.	Canada
Baker Car and Truck Rental Inc.	Arkansas
BGI Leasing Inc.	Delaware
Budget Funding Corporation	Delaware
Budget Locacao de Veiculos Ltda.	Brazil
Budget Rent A Car Australia Pty. Ltd.	Australia
Budget Rent A Car Limited	New Zealand
Budget Rent a Car Operations Pty. Ltd.	Australia
Budget Rent A Car System Inc.	Delaware
Budget Truck Rental LLC	Delaware
Budgetcar Inc.	Canada
Camfox Pty. Ltd.	Australia
CCRG Servicos De Automoveis Ltda	Brazil

<u>Subsidiary</u>	<u>Jurisdiction of Incorporation</u>
CD Intellectual Property Holdings, LLC	Delaware
Cendant Finance Holding Company LLC	Delaware
Centre Point Funding, LLC	Delaware
Chaconne Pty. Limited	Australia
Constellation Reinsurance Company Limited	Barbados
HFS Truck Funding Corporation	Delaware
Motorent Inc.	Tennessee
Pathfinder Insurance Company	Colorado
PF Claims Management Ltd.	Delaware
PR Holdco, Inc.	Delaware
PV Holding Corp.	Delaware
Quartx Fleet Management Inc.	Delaware
Rent-A-Car Company, Incorporated	Virginia
Runabout, LLC	Delaware
Servicios Avis S.A.	Mexico
Show Group Enterprises Pty Limited	Australia
Team Fleet Financing Corporation	Delaware
Virgin Islands Enterprises Inc.	Virgin Islands
W.T.H. Fleet Leasing Pty. Limited	Australia
W.T.H. PTY. Limited	Australia
We Try Harder Pty. Limited	Australia
Wizard Co. Inc.	Delaware
Wizard Services Inc.	Delaware
WTH Canada Inc.	Canada
WTH Car Rental, ULC	Canada
WTH Funding Limited Partnership	Canada
Yourway Rent A Car Limited	New Zealand
Yourway Rent A Car Pty Limited	Australia

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-11035, 333-17323, 333-17411, 333-20391, 333-23063, 333-26927, 333-35707, 333-45155, 333-45227, 333-49405, 333-78447, 333-51586, 333-59246, 333-65578, 333-65456, 333-65858, 333-83334, 333-84626, 333-86674, 333-87464, 333-35709, and 333-86469 on Form S-3 and Registration Statement Nos. 33-74066, 33-91658, 333-00475, 333-03237, 33-58896, 33-91656, 333-03241, 33-26875, 33-75682, 33-93322, 33-93372, 33-80834, 333-09633, 333-09637, 333-30649, 333-42503, 333-34517-2, 333-42549, 333-45183, 333-47537, 333-69505, 333-75303, 333-78475, 333-51544, 333-38638, 333-64738, 333-71250, 333-58670, 333-89686, 333-98933, 333-102059, 333-22003, 333-114744, 333-120557, 333-12495, 333-144143 and 333-161418 on Form S-8 of our reports dated February 24, 2011 relating to the consolidated financial statements and financial statement schedule of Avis Budget Group, Inc. (formerly Cendant Corporation) and effectiveness of Avis Budget Group, Inc.'s internal control over financial reporting appearing in the Annual Report on Form 10-K of Avis Budget Group, Inc. for the year ended December 31, 2010.

/s/ DELOITTE & TOUCHE LLP

New York, New York

February 24, 2011

## CERTIFICATIONS

I, Ronald L. Nelson, certify that:

1. I have reviewed this annual report on Form 10-K of Avis Budget Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2011

/s/ Ronald L. Nelson  
Chief Executive Officer



I, David B. Wyshner, certify that:

1. I have reviewed this annual report on Form 10-K of Avis Budget Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2011

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/s/ David B. Wyshner  
Executive Vice President and  
Chief Financial Officer

**CERTIFICATION OF CEO AND CFO PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Avis Budget Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Ronald L. Nelson, as Chief Executive Officer of the Company, and David B. Wyshner, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

/s/ RONALD L. NELSON

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Ronald L. Nelson  
Chief Executive Officer  
February 24, 2011

/s/ DAVID B. WYSHNER

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David B. Wyshner  
Executive Vice President and Chief  
Financial Officer  
February 24, 2011