

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement is made and entered into by *Fort Bend County, Enterprise Holdings, Inc., and the subsidiaries of Enterprise Holdings, Inc.* as listed in Attachment A.

DEFINITIONS

1. "Fort Bend County" means Fort Bend County, Texas, including the Fort Bend County Toll Road Authority.

2. "Enterprise" means Enterprise Holdings, Inc. and the Subsidiaries of Enterprise Holdings, Inc. as listed in Attachment A and all of their respective past, present and future, direct and indirect, employees, predecessors, successors, assigns, agents, representatives, officers, directors, affiliates, parents, subsidiaries, members, managers, distributors, sellers, insurers, law firms and attorneys.

3. "Parties" means Fort Bend County and Enterprise.

4. "Claims " means all Fort Bend County's claims, invoiced and uninvoiced, made against Enterprise under all of its brands, including Enterprise Rent-A-Car, National Car Rental and Alamo Rent A Car brands for all alleged unpaid tolls, fees and fines allegedly incurred by or attributed to Enterprise vehicles prior to **April 1, 2012**.

5. "Agreement" means this Settlement and Mutual Release Agreement, which constitutes the full and final settlement of the Claims, causes of actions and defenses by and between the parties.

6. The "Consideration" means the payment of \$50,000.00 by Enterprise to Fort Bend County, all of the promises, agreements, and representations, terms and provisions hereof, including but not limited to, the payments herein described; the agreements and covenants herein; and, other good and valuable consideration received by each of the below signed parties, the receipt and sufficiency of which consideration is hereby agreed, acknowledged, admitted and stipulated by Fort Bend County, all of which is set forth in this Agreement.

RECITALS

1. Fort Bend County has sought payment from Enterprise for alleged tolls and toll road violations committed by employees, users, renters, and lessees of Enterprise vehicles.

2. The Claims have resulted in the expenditure by the Parties of a substantial amount of time and money in prosecuting and defending the claims. The Parties desire to resolve all disputes which are asserted and could have been asserted by and between them and to avoid the

additional time, expense, and uncertainty that would accompany further discovery and preparation for and completion of a trial on the merits.

TERMS AND CONDITIONS

For and in consideration of the payments, the mutual covenants, Consideration, and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

COVENANTS

1. **Payment and Dismissal of Claims.** Enterprise agrees to pay to Fort Bend County \$50,000.00 with the check being made payable to Fort Bend County Toll Road Authority. In consideration, Fort Bend County shall dismiss the Claims with prejudice to the rights of Fort Bend County to refile same or any part thereof against Enterprise. The Parties further agree that all attorney fees and costs incurred shall be borne by the Party incurring same.

2. **Release of Claims and Covenant Not to Sue.** Upon execution of this Agreement and in consideration for the mutual promises and covenants, consideration and conditions set forth herein, Fort Bend County unconditionally **RELEASES, ACQUITS, AND FOREVER DISCHARGES** Enterprise from the Claims, and Fort Bend County covenants not to sue Enterprise in connection with the Claims or seek collection on the Claims in any way.

3. **Voluntary Agreement.** The Parties acknowledge that each has had an opportunity to consult with their respective attorneys concerning the meaning, import, and legal significance of this Agreement, and each has read this Agreement, as signified by their signatures hereto, and are voluntarily executing the same after advice of counsel for the purposes and consideration herein expressed.

4. **Representations and Warrants of Authority.** The Parties represent and warrant (1) that they are represented by counsel in entering this Agreement; (2) that the signators to this Agreement have full legal right, power, and authority to execute this Agreement; (3) that they have read the above and foregoing Agreement; and (4) that they are not relying on any representations not contained herein. Each Party hereby represents that no one connected with or representing the other Party has made any representations of any kind either as to the liability or as to damages in order to induce such Party to make this settlement and release, and each Party hereby states that it is making this settlement and executing this release solely of its own judgment.

5. **No Assignment of Claims.** Fort Bend County represents and warrants that it is the full and sole owners of the Claims, demands, actions, or causes of action referred to in this Agreement at the time of the execution of this Agreement and that it has not assigned, transferred or purported to assign or transfer any of the claims, actions or liabilities released hereinabove in the **Release of Claims and Covenant Not to Sue** paragraphs of this Agreement. Enterprise represents and warrants that they are the full and sole owner of the claims, demands, actions, or causes of action referred to in this Agreement at the time of the execution of this Agreement and that it has not assigned, transferred or purported to assign or transfer any of the claims, actions or

liabilities released hereinabove in the Release of Claims and Covenant Not to Sue paragraphs of this Agreement.

6. **Right to Pursue.** Notwithstanding anything in this Agreement to the contrary, Enterprise shall have the right to pursue renters, lessees and additional drivers for any tolls and toll charges which are covered by this Agreement.

7. **No Admission.** Nothing contained herein shall be deemed to be, or construed as, an admission of liability by the Enterprise with respect to the Claims and subject matter of the Claims or otherwise. Rather, this Agreement is made in good faith and in order to reasonably and conclusively resolve the disputed issues and claims between the Parties in view of the inherent uncertainty, expense, and trouble of litigation.

8. **Attorney Fees.** Each Party shall bear its own attorneys' fees and costs arising from the Claims, this Agreement, the matters and documents referred to herein, and all related matters.

9. **Choice of Law and Venue.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. Further, this Agreement is performable in Fort Bend County, Texas.

10. **Jointly Drafted.** This Agreement has been reviewed by the respective counsel for each of the Parties and approved as to form and content. Accordingly, this Agreement shall be deemed to have been jointly drafted by the Parties for the purposes of applying any rule of construction to the effect that ambiguities are to be construed against the draftsman.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective representatives, successors and assigns.

12. **Copies.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

13. **Additional Documents and Cooperation.** The Parties agree to execute such additional documents as may be necessary to effectuate the terms of this Agreement.

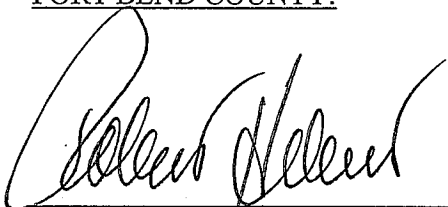
14. **Headings.** The headings and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement, or any of its provisions hereof.

15. **Entire Agreement.** This Agreement sets forth the entire understandings of the Parties concerning the subject matter hereof and supersedes any prior agreements, if any, made between the Parties relative to such subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. This Agreement and any of its terms may be amended, modified, or waived only by a writing signed by the Parties.

16. **Contractual Matters.** The statements and representations contained herein are considered contractual in nature and not merely recitations of fact.

Executed by the Parties on the dates of their respective acknowledgments, but to be effective as of the 23 day of April, 2013.

FORT BEND COUNTY:



ROBERT E. HEBERT, COUNTY JUDGE

4-23-2013

Date

THE STATE OF TEXAS


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COUNTY OF FORT BEND

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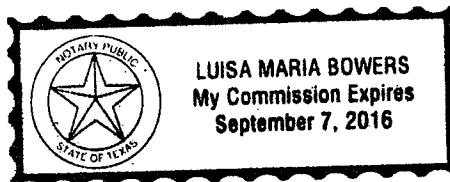
This instrument was acknowledged before me on the 23rd day of April, 2013, by Robert E. Hebert, County Judge.



Notary Public – State of Texas

My Commission Expires:

Sept. 7, 2016



THE SUBSIDIARIES OF ENTERPRISE HOLDINGS, INC.:

(Signature)
There: Secy or Asst Secy

5/3/13
Date

THE STATE OF MISSOURI §
 §
COUNTY OF ST. LOUIS §

This instrument was acknowledged before me on the 3rd day of May,
2013, by Gail R. Crosby.

(Signature)
Notary Public – State of Missouri

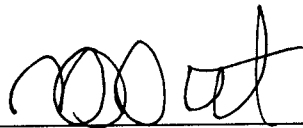
My Commission Expires:

May 16, 2014



GAIL R. CROSBY
My Commission Expires
May 16, 2014
St. Louis County
Commission #10440339

ENTERPRISE HOLDINGS, INC.:


J.P.

5/3/13
Date

THE STATE OF MISSOURI

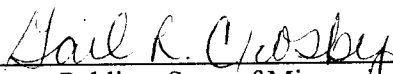
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COUNTY OF ST. LOUIS

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This instrument was acknowledged before me on the 3rd day of may,
2013, by Gail R. Crosby.


Notary Public – State of Missouri

My Commission Expires:

May 16, 2014



GAIL R. CROSBY
My Commission Expires
May 16, 2014
St. Louis County
Commission #10440339

EXHIBIT A
SUBSIDIARIES OF ENTERPRISE HOLDINGS, INC.

Enterprise Leasing Company of STL, LLC,
as successor in interest to Enterprise Leasing Company of St. Louis

Enterprise Leasing Company of Georgia, LLC
as successor in interest to Enterprise Leasing Company of Georgia

Enterprise Leasing Company of Florida, LLC
as successor in interest to Enterprise Leasing Company, a Florida Corporation

Enterprise Leasing Company of KS, LLC
as successor in interest to Enterprise Leasing Company of Kansas

EAN Holdings, LLC, as successor in interest to:
Enterprise Leasing Company of Houston
Enterprise Leasing Company of DFW
Enterprise Leasing Company of New Orleans
Enterprise Rent-A-Car Company of Hawaii
Enterprise Leasing Company, a Washington Company
Enterprise Rent-A-Car Company of Oregon
Enterprise Leasing Company – Southwest
Enterprise Rent-A-Car Company of Texas
Enterprise Leasing Company - West

Enterprise Leasing Company of Orlando, LLC
as successor in interest to Enterprise Leasing Company of Orlando

Enterprise Leasing Company of Indianapolis, LLC
as successor in interest to Enterprise Leasing Company of Indianapolis, Inc.

Enterprise Rent-A-Car Company of Boston, LLC
as successor in interest to Enterprise Rent-A-Car Company of Boston, Inc.

Enterprise Leasing Company of Denver, LLC
as successor in interest to Enterprise Leasing Company of Denver

Enterprise Leasing Company of Chicago, LLC
as successor in interest to Enterprise Leasing Company of Chicago

Enterprise RAC Company of Maryland, LLC
as successor in interest to Enterprise Leasing Company, a Maryland Corporation

Enterprise Leasing Company of Philadelphia, LLC
as successor in interest to Enterprise Leasing Company of Philadelphia

Enterprise RAC Company of Baltimore, LLC
as successor in interest to Enterprise Leasing Company of Baltimore

Enterprise Leasing Company of Minnesota, LLC
as successor in interest to Enterprise Leasing Company, a Minnesota Corporation

Enterprise Leasing Company of Detroit, LLC
as successor in interest to Enterprise Leasing Company of Detroit

Enterprise Leasing Co of Norfolk/ Richmond, LLC
as successor in interest to Enterprise Leasing Company of Norfolk/Richmond

Enterprise Rent-A-Car Company of San Francisco, LLC
as successor in interest to Enterprise Rent-A-Car Company of San Francisco

ELRAC, LLC
as successor in interest to ELRAC, Inc.

SNORAC, LLC
as successor in interest to SNORAC, Inc.

Enterprise Rent-A-Car Company of Sacramento, LLC
as successor in interest to Enterprise Rent-A-Car Company of Sacramento

Enterprise Rent-A-Car Company of Los Angeles, LLC
as successor in interest to Enterprise Rent-A-Car Company of Los Angeles

Enterprise RAC Company of Cincinnati, LLC
as successor in interest to Enterprise Rent-A-Car Company of Cincinnati

CLERAC, LLC
as successor in interest to CLERAC, Inc.

Enterprise Rent-A-Car Company of Pittsburgh, LLC
as successor in interest to Enterprise Rent-A-Car Company of Pittsburgh

Enterprise Rent-A-Car Company of Wisconsin, LLC
as successor in interest to Enterprise Rent-A-Car Company, Inc., a Wisconsin Corporation

Enterprise Rent-A-Car Company of UT, LLC
as successor in interest to Enterprise Rent-A-Car Company of Utah

CAMRAC, LLC
as successor in interest to CAMRAC, Inc.

Enterprise Rent-A-Car Company of Rhode Island, LLC
as successor in interest to Enterprise Rent-A-Car Company of Rhode Island

Enterprise Leasing Company of Phoenix, LLC
as successor in interest to Enterprise Leasing Company of Phoenix

Enterprise Leasing Company- Southeast, LLC
as successor in interest to Enterprise Leasing Company- Southeast

Enterprise Leasing Company- West, LLC
as successor in interest to Enterprise Leasing Company- West

Enterprise Leasing Company- South Central, LLC
as successor in interest to Enterprise Leasing Company- South Central, Inc.

Enterprise Rent-A-Car Company of Tennessee, LLC
as successor in interest to Enterprise Rent-A-Car Company of Tennessee

PENRAC, LLC
as successor in interest to PENRAC, Inc.

Enterprise Rent-A-Car Company of KY, LLC
as successor in interest to Enterprise Rent-A-Car Company of Kentucky

Enterprise Rent-A-Car Company - Midwest, LLC
as successor in interest to Enterprise Rent-A-Car Company - Midwest

Enterprise RAC Company of Montana/Wyoming, LLC
as successor in interest to Enterprise Rent-A-Car Company of Montana/Wyoming

PRERAC, Inc.

Alamo Financing, L.P.

Alamo Financing, LLC

Vanguard Car Rental USA, LLC
as successor in interest to Vanguard Car Rental USA, Inc.

Enterprise Fleet Management, Inc.

Enterprise Rent-A-Car Canada Limited

Alamo Rent-A-Car (Canada), Inc.

National Car Rental (Canada) Inc.

Enterprise Rent-A-Car Company

EAN Trust