**LIMITED LIABILITY COMPANY AGREEMENT**

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ZIPCAR VEHICLE FINANCING LLC

This Second Amended and Restated Limited Liability Company Agreement (together with the schedules attached hereto, this "Agreement") of Zipcar Vehicle Financing LLC (the "Company"), is entered into by Zipcar, Inc., a Delaware corporation, as the sole member (the "Member"). Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

The Member, by execution of this Agreement, (i) hereby continues the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. Section 18-101 et seg.), as amended from time to time (the "Act"), and this Agreement, (ii) hereby amends and restates in its entirety the Amended and Restated Limited Liability Company Agreement of the Company, dated as of May 24, 2010, (the "Amended and Restated LLC Agreement"), and hereby agrees as follows:

SECTION 1. Name. The name of the limited liability company continued hereby is Zipcar Vehicle Financing LLC.

SECTION 2. Principal Business Office. The principal business office of the Company shall be located at 25 First Street, 4th Floor, Cambridge, MA 02141, or such other location as may hereafter be determined by the Member.

SECTION 3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

SECTION 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

SECTION 5. Member. (a) The mailing address of the Member is set forth on Schedule B attached hereto.

(b) Subject to Section 9(j), the Member may act by written consent.

(c) Notwithstanding any provision in this Agreement to the contrary, if there is only one Member, upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 21 and 23, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to Sections 22 and 23), each person acting as an Independent Director pursuant to Section 10 shall, without any action of any Person and simultaneously with the Member ceasing to be a member of the Company, automatically be admitted to the Company as a Special Member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as Special Member unless (i) a successor Special Member has been admitted to the Company as Special Member by executing a counterpart to this Agreement, and (ii) such successor has also accepted its appointment as an Independent Director pursuant to Section 10; provided, however, that any Special Member shall automatically cease to be a member of the Company upon the admission to the Company of a substitute Member. Each Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. Pursuant to Section 18-301 of the Act, a Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as a Special Member, may not bind the Company. Except as required by any mandatory provision of the Act, each Special Member, in its capacity as a Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including, without limitation, the merger, consolidation or conversion of the Company. In order to implement the future, contingent admission to the Company of each Special Member, each individual acting as an Independent Director pursuant to Section 10 shall execute a counterpart to this Agreement upon his or her appointment as an Independent Director. Prior to its admission to the Company as a Special Member, any individual acting as an Independent Director pursuant to Section 10 shall not be a member of the Company.

SECTION 6. Certificates. George Lofaso is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the original Certificate of Formation of the Company dated February 4, 2010, with the Secretary of State of the State of Delaware. Upon the filing of the original Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in such states (including the District of Columbia) as the Board of Directors deems necessary to operate its business or as otherwise required by the Related Documents.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

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SECTION 7. Purposes, (a) The purpose to be conducted or promoted by the Company is to engage in the following activities:

(i) to purchase passenger vehicles and light-duty trucks (the "Vehicles") from certain manufacturers and dealers, to receive capital contributions from the Member, to dispose of Vehicles by selling them to dealers, at auction, to Zipcar or otherwise, and to own and hold Vehicles;

(ii) to lease the Vehicles to Zipcar pursuant to the Operating Lease or other leases similar to the Operating Lease;

(iii) to issue, sell, authorize and deliver the Notes, to pledge its assets to secure the Notes and to enter into any agreement or document providing for the authorization, issuance, sale and delivery of the Notes;

(iv) to finance the acquisition cost of the Vehicles through the issuance of the Notes, capital contributions from the Member, and any other source;

(v) to execute, deliver and perform its obligations under the Related Documents and any other agreement or instrument relating to the activities set forth in clauses (i) through (iv) above;

(vi) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to the foregoing and necessary, convenient or advisable to accomplish the foregoing (including the entering into of interest rate swap, cap, floor or collar agreements or similar hedging transactions and management, servicing and administration agreements).

(b) The Company, by or through any Member, Director or Officer on behalf of the Company, may enter into and perform its obligations under the Related Documents and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of the Member or any Director or Officer notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of any Member, Director or Officer to enter into other agreements on behalf of the Company.

SECTION 8. Powers. Subject to Section 9(j), the Company, and the Board of Directors and the Officers on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

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SECTION 9. Management. (a) Board of Directors. Subject to Section 9(j), the business and affairs of the Company shall be managed by or under the direction of a Board of two or more Directors designated by the Member. Subject to Section 10, the Member may determine at any time in its sole and absolute discretion the number of Directors to constitute the Board. The authorized number of Directors may be increased or decreased by the Member at any time in its sole and absolute discretion, upon notice to all Directors, and subject in all cases to Section 10. The initial number of Directors shall be six, two of which shall be Independent Directors pursuant to Section 10. Each Director elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Director's earlier death, resignation, expulsion or removal. Each Director shall execute and deliver the Management Agreement. Directors need not be a Member. The initial Directors designated by the Member are listed on Schedule Dhereto.

(b) Powers. Subject to Section 9(j), the Board of Directors shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Section 7, the Board of Directors has the authority to bind the Company.

(c) Meeting of the Board of Directors. The Board of Directors of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President on not less than one day's notice to each Director by telephone, facsimile, mail, telegram or any other means of communication, and special meetings shall be called by the President or Secretary in like manner and with like notice upon the written request of any one or more of the Directors; provided that any Director may waive such notice requirements.

(d) Quorum; Acts of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee, as the case may be, to the extent permitted by the Act.

(e) Electronic Communications. Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

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(f) Committees of Directors, (i) The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Company. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

(ii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.

(iii) Subject to Sections 9(j) and 10, any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(g) Compensation of Directors; Expenses. The Board shall have the authority to fix the compensation of Directors. The Directors may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Director. No such payment shall preclude any Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Directors. Unless otherwise restricted by law and subject to Section 10, any Director or the entire Board of Directors may be removed or expelled, with or without cause, at any time by the Member, and any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(i) Directors as Agents. To the extent of their powers set forth in this Agreement and subject to Section 9(j), the Directors are agents of the Company for the purpose of the Company's business, and the actions of the Directors taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the Act, except as provided in this Agreement or in a resolution of the Board, a Director may not bind the Company.

(j) Limitations on the Company's Activities.

(i) This Section 9(j) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

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(ii) The Member shall not, so long as any Obligation is outstanding, amend, alter, change or repeal the definition of "Independent Director" or Sections 5(c), 7, 8, 9, 10, 16, 20, 21, 22, 23, 24, 25, 26, 29 or 31 or Schedule A of this Agreement without the unanimous written consent of the Board (including all Independent Directors). Subject to this Section 9(j), the Member reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 31.

(iii) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, the Board, any Officer or any other Person, neither the Member nor the Board nor any Officer nor any other Person shall be authorized or empowered, nor shall they permit the Company, without the prior written consent of the Member and the prior unanimous written consent of the Board (including all Independent Directors) to take any Material Action; provided, however, that the Board may not vote on, or authorize the taking of, any Material Action, unless there are at least two Independent Directors then serving in such capacity.

(iv) So long as any Obligation is outstanding, the Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; provided, however, that the Company shall not be required to preserve any such right or franchise if: (1) the Board shall determine that the preservation thereof is no longer desirable for the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Company and (2) the Rating Agency Condition with respect to each Series of Notes that is rated by a Rating Agency is satisfied. The Board also shall cause the Company to:

(A) maintain its own separate books and records and bank accounts;

(B) at all times hold itself out to the public and all other Persons as a legal entity separate from the Member and any other Person;

(C) have a Board of Directors separate from that of the Member and any other Person;

(D) file its own tax returns, if any, as may be required under applicable law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law;

(E) except as contemplated by the Related Documents, not commingle its assets with assets of any other Person;

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(F) conduct its business (including all written and oral communications) in its own name and through its duly authorized Officers or agents, and strictly comply with all organizational formalities to maintain its separate existence;

(G) maintain separate financial statements;

(H) pay its own liabilities only out of its own funds;

(I) maintain an arm's length relationship with its Affiliates and the Member;

(J) pay the salaries of its own employees, if any (provided, that the foregoing shall not require the Member to make any additional capital contributions to the Company);

(K) not hold out its credit or assets as being available to satisfy the obligations of others;

(L) allocate fairly and reasonably any overhead for shared office space;

(M) use separate invoices, checks and stationery;

(N) except as contemplated by the Related Documents, not pledge its assets for the benefit of any other Person;

(O) correct any known misunderstanding regarding its separate identity;

(P) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities (provided, that the foregoing shall not require the Member to make any additional capital contributions to the Company);

(Q) cause its Board of Directors to meet at least annually or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Delaware limited liability company formalities;

(R) not acquire any securities of the Member; and

(S) cause the Directors, Officers, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

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Failure of the Company, or the Member or the Board on behalf of the Company, to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member, the Special Member, if any, or the Directors.

(v) So long as any Obligation is outstanding, the Board shall not cause or permit the Company to:

(A) guarantee any obligation of any Person, including any Affiliate;

(B) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under Section 7, the Related Documents or this Section 9(j);

(C) incur, create or assume any indebtedness other than the Obligations or as otherwise expressly permitted under the Related Documents;

(D) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person except as permitted by the Related Documents;

(E) to the fullest extent permitted by law, engage in any consolidation, merger or asset sale other than such activities as are expressly permitted pursuant to any provision of the Related Documents; or

(F) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

SECTION 10. Independent Director. As long as any Obligation is outstanding, the Member shall cause the Company at all times to have at least two Independent Directors who will be appointed by the Member. Notwithstanding any duty otherwise existing at law or in equity, to the fullest extent permitted by law, including Section 18-1101(c) of the Act, the Independent Directors shall consider only the interests of the Company, including its respective creditors, in acting or otherwise voting on the matters referred to in Section 9(j)(iii). No resignation or removal of an Independent Director, and no appointment of a successor Independent Director, shall be effective until the successor Independent Director shall have accepted his or her appointment by a written instrument, which may be a counterpart signature page to the Management Agreement. In the event of a vacancy in the position of Independent Director, the Member shall, as soon as practicable, appoint a successor Independent Director. All right, power and authority of an Independent Director shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. No Independent Director shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

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SECTION 11. Officers, (a) Officers. The initial Officers of the Company designated by the Member are listed on Schedule E hereto. The additional or successor Officers of the Company shall be chosen by the Board and shall consist of at least a President, a Treasurer and an Assistant Secretary. The Board of Directors may also choose one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. One or more Vice Presidents may be designated a Vice President, Fleet Operations. Any number of offices may be held by the same person. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The salaries of all Officers and agents of the Company shall be fixed by or in the manner prescribed by the Board. The Officers of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board.

(b) President. The President shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The President or any other Officer authorized by the President or the Board shall execute all bonds, mortgages and other contracts, except: (i) where required or permitted by law or this Agreement to be otherwise signed and executed, including Section 7(b); (ii) where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company; and (iii) as otherwise permitted in Section 11(c).

(c) Vice President. In the absence of the President or in the event of the President's inability to act, the Vice President, if any (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Directors, or in the absence of any designation, then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(d) Secretary and Assistant Secretary. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or shall cause to be given, notice of all meetings of the Member, if any, and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President, under whose supervision the Secretary shall serve. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

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(e) Treasurer and Assistant Treasurer. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Company as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and to the Board, at its regular meetings or when the Board so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(f) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, subject to Section 9(j), the actions of the Officers taken in accordance with such powers shall bind the Company.

SECTION 12. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member nor the Special Members, if any, nor any Director or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Special Member, Director or Officer of the Company.

SECTION 13. Capital Contributions. The Member has made capital contributions to the Company in the form of cash and/or demand notes in connection with the Company's issuances of Notes. In accordance with Section 5(c), no Special Member shall be required to make any capital contributions to the Company.

SECTION 14. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make capital contributions to the Company at any time. The provisions of this Agreement, including this Section 14, are intended solely to benefit the Member and the Special Members, if any, and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement) and the Member and the Special Members, if any, shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement. All or any part of additional capital contributions may be returned to the Member subject to the terms of the Related Documents.

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SECTION 15. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

SECTION 16. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be permitted or required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law or any Related Document.

SECTION 17. Books and Records. The Board shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Board. The Member and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. The Company, and the Board on behalf of the Company, shall not have the right to keep confidential from the Member any information that the Board would otherwise be permitted to keep confidential from the Member pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Member.

SECTION 18. Reports. (a) The Board shall cause to be prepared and mailed to the Member, within 120 days after the end of each fiscal year, an audited or unaudited report setting forth as of the end of such fiscal year:

(i) a balance sheet of the Company;

(ii) an income statement of the Company for such fiscal year; and

(iii) a statement of the Member's capital account.

(b) The Board shall, after the end of each fiscal year, cause to be prepared and transmitted to the Member as promptly as possible any tax information as may be reasonably necessary to enable the Member to prepare its federal, state and local income tax returns relating to such fiscal year.

SECTION 19. Other Business. The Member and any Affiliate of the Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

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SECTION 20. Exculpation and Indemnification, (a) Neither the Member nor the Special Members, if any, nor any Officer, Director, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member or the Special Members, if any, (collectively, the "Covered Persons") shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 20 by the Company shall be provided out of and to the extent of Company assets only, and neither the Member nor a Special Member, if any, shall not have personal liability on account thereof; and provided further, that so long as any Obligation is outstanding, no indemnity payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity under thisSection 20 shall be payable from amounts allocable to any other Person pursuant to the Related Documents.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 20; provided, however, that any such advance shall be subordinated to any amounts payable to any other Person pursuant to the Related Documents.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

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(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Special Members, if any, to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 20 shall survive any termination of this Agreement.

SECTION 21. Assignments. The Member may assign in whole or in part its limited liability company interest in the Company so long as the Rating Agency Condition with respect to each Series of Notes that is rated by a Rating Agency is satisfied. Subject to Section 23, if the Member transfers all of its limited liability company interest in the Company pursuant to this Section 21, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

SECTION 22. Resignation. So long as any Obligation is outstanding, the Member may not resign, unless an additional member of the Company shall be admitted concurrently with or prior to such resignation to the Company, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Upon its resignation in accordance with the requirements of this Section 22, the resigning Member shall cease to be a member of the Company.

SECTION 23. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member; provided, however, that notwithstanding the foregoing, so long as any Obligation remains outstanding, no additional or substitute Member may be admitted to the Company pursuant to Sections 21, 22 or 23 unless the Rating Agency Condition with respect to each Series of Notes that is rated by a Rating Agency is satisfied.

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SECTION 24. Dissolution. (a) Subject to Section 9(j), the Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member or the occurrence of any other event which terminates the continued membership of the last remaining member in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 21 and 23, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to Sections 22 and 23), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member or a Special Member, if any, shall not cause the Member or any Special Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Notwithstanding any other provision of this Agreement, each of the Member and Special Members, if any, waives any right it might have to agree in writing to dissolve the Company upon the Bankruptcy of the Member or any Special Member, or the occurrence of an event that causes the Member or any Special Member to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

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SECTION 25. Waiver of Partition; Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each of the Member and the Special Members, if any, hereby irrevocably waives any right or power that the Member or the Special Members, if any, might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 16 hereof. The interest of the Member in the Company is personal property.

SECTION 26. Benefits of Agreement; No Third-Party Rights. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member or any Special Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than a Covered Person) not party hereto.

SECTION 27. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

SECTION 28. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

SECTION 29. Binding Agreement. Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement, including, without limitation, Sections 7, 8, 9, 10, 20, 21, 22, 23, 24, 26, 29 and 31, constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member by the Independent Directors, in accordance with its terms. In addition, the Independent Directors shall be intended beneficiaries of this Agreement.

SECTION 30. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

SECTION 31. Amendments. Subject to Section 9(j), this Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member. Notwithstanding anything to the contrary in this Agreement, so long as any Obligation is outstanding, this Agreement may not be modified, altered, supplemented or amended unless the Rating Agency Condition with respect to each Series of Notes that is rated by a Rating Agency is satisfied except: (i) to cure any ambiguity or (ii) to convert or supplement any provision in a manner consistent with the intent of this Agreement and the other Related Documents.

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SECTION 32. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

SECTION 33. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto, and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

SECTION 34. Tax Matters. (a) For Federal (and to the extent possible state and local) income tax purposes, it is intended that the Company will not be, an association (or publicly traded partnership) taxable as a corporation and, so long as it has only a single member, that it will be a disregarded entity. The President, or any other officer of the Company, is hereby authorized to file any tax elections necessary to achieve these results. The Company will not make any election to be treated as an association taxable as a corporation. No transfer of an interest in the Company shall be effective if such transfer would cause a taxable event to holders of Notes.

(b) The Company shall not issue any Tax Restricted Security if, after such issuance, the maximum number of persons permitted to own all Tax Restricted Securities outstanding at any time is permitted to exceed ninety (90) within the meaning of United States Treasury Regulation Section 1.7704-1(h), unless the Company has received an opinion of nationally recognized tax counsel that the issuance of such Tax Restricted Security will not cause the Company to be a publicly traded partnership taxable as a corporation for Federal income tax purposes. The Company shall not permit a direct or indirect assignment, participation, pledge, hypothecation, rehypothecation, exchange or other disposition or transfer of (each a "Transfer") of any Tax Restricted Securities if the Transfer of such Tax Restricted Securities would cause the aggregate number of persons treated as owning all Tax Restricted Securities then outstanding to exceed ninety (90) within the meaning of United States Treasury Regulation Section 1.7704-1(h), unless the Company has received an opinion of nationally recognized tax counsel that such Transfer will not cause the Company to be a publicly traded partnership taxable as a corporation for Federal income tax purposes. The Company will not participate in any direct or indirect interest in a Tax Restricted Security being (A) listed on, established on, or included on or in (x) a United States national, regional or local securities exchange, (y) a foreign securities exchange or (z) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers (including, without limitation, the National Association of Securities Dealers Automated Quotation System) ((x), (y) and (z), collectively, an "Exchange") or (B) marketed on or through an Exchange. The Company will not recognize any Transfers made on any Exchange with respect to any direct or indirect interest in a Tax Restricted Security (including any Transfers of any financial instrument or contract the value of which is determined in whole or in part by reference to the Company). The Company shall treat Transfers in violation of this Section 34(b) as null, void and of no effect.

[*Remainder of Page Intentionally Left Blank*]

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement as of the 11th day of May, 2011.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| MEMBER: | | |
|  | | |
| ZIPCAR, INC. | | |
|  | | |
| /s/ Edward Goldfinger | | |
| Name: |  | Edward Goldfinger |
| Title: |  | CFO |
|  | | |
| INDEPENDENT DIRECTOR/SPECIAL MEMBER: | | |
|  | | |
| /s/ Orlando C. Figueroa | | |
| Name: |  | Orlando C. Figueroa |
|  | | |
| INDEPENDENT DIRECTOR/SPECIAL MEMBER: | | |
|  | | |
| /s/ Phillip A. Martone | | |
| Name: |  | Phillip A. Martone |

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SCHEDULE A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

"Act" has the meaning set forth in the preamble to this Agreement.

"Administration Agreement" means the Amended and Restated Administration Agreement, dated as of May 11, 2011, by and among Zipcar, as the administrator, the Company and the Trustee, as amended, restated or supplemented or otherwise modified from time to time in accordance with its terms.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person.

"Agreement" means this Second Amended and Restated Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time in accordance with its terms.

"Back-Up Administration Agreement" means the Amended and Restated Back-Up Administration Agreement, dated as of May 11, 2011 by and among the Administrator, ZVF, the Trustee and Lord Securities Corporation, as back-up administrator (as the same may be amended, modified or supplemented from time to time in accordance with its terms), and any successor agreement entered into with a successor back-up administrator in accordance with the foregoing agreement and the other Related Documents.

"Back-Up Disposition Agent Agreement" means the Amended and Restated Back-Up Disposition Agent Agreement, dated as of May 11, 2011 by and among Fiserv Automotive Solutions, Inc., the Servicer, ZVF, the Trustee and the Collateral Agent (as the same may be amended, modified or supplemented from time to time in accordance with its terms), and any successor agreement entered into with a successor back-up disposition agent in accordance with the foregoing agreement and the other Related Documents.

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"Bankruptcy" means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 60 days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 60 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

"Board" or "Board of Directors" means the Board of Directors of the Company.

"Certificate of Formation" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on February 4, 2010, as amended or amended and restated from time to time.

"Collateral Agency Agreement" means the Amended and Restated Collateral Agency Agreement, dated as of May 11, 2011, among the Company, as grantor, Zipcar, as servicer, Deutsche Bank Trust Company Americas, as collateral agent and the Trustee, as secured party, as amended, restated, modified or supplemented from time to time in accordance with its terms.

"Company" means Zipcar Vehicle Financing LLC, a Delaware limited liability company.

"Control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"Covered Persons" has the meaning set forth in Section 20(a).

"Depository Agreement" means, with respect to a Series of Notes having Book-Entry Notes (as defined in the Indenture), the agreement among the Company, the Trustee and the Clearing Agency (as defined in the Indenture), or as otherwise provided in the applicable Series Supplement.

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"Directors" means the Persons elected or appointed to the Board of Directors from time to time by the Member, including the Independent Directors. A Director is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

"Enhancement Agreement" means any contract, agreement, instrument or document governing the terms of any Enhancement (as defined in the Indenture) or pursuant to which any Enhancement is issued or outstanding.

"Indenture" means the Amended and Restated Base Indenture, dated as of May 11, 2011, between the Company and the Trustee, as the same may be amended, restated, modified or supplemented from time to time in accordance with its terms, including by any Series Supplement.

"Independent Director" means a natural person who has at least three years employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments or securities and who is employed by such an entity at all times while serving on the Board of Directors of the Company, and is not currently and has not been during the five years prior to his or her appointment as an Independent Director (a) a director, officer, employee, Affiliate, franchisee, supplier or major customer of Zipcar or any of its Affiliates (other than in his or her capacity as an Independent Director hereunder or with respect to any special purpose vehicle Affiliate), (b) any Person owning beneficially, directly or indirectly, any outstanding shares of common stock of Zipcar or any of its Affiliates or (c) a director, officer, employee, member or partner or member of the immediate family of, or a Person otherwise owning a direct or indirect ownership interest in, any Person described in clauses (a) or (b). The term "major customer" shall mean a Person who is a customer of Zipcar or any of Zipcar's Affiliates and who conducts business with Zipcar or any of its Affiliates to such a significant extent as would reasonably be expected to influence the decisions of such Person or any Person described in clause (c) with respect to such Person, in any such case, in his or her capacity as a director of Zipcar or any of its Affiliates (including the Company).

"Management Agreement" means the agreement of the Directors substantially in the form attached hereto asSchedule C. The Management Agreement shall be deemed incorporated into, and a part of, this Agreement.

"Material Action" means to consolidate or merge the Company with or into any Person, or sell all or substantially all of the assets of the Company, or to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to, encourage or cooperate with, the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve, terminate or liquidate the Company.

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"Member" means Zipcar, as the initial member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in their capacity as a member of the Company; provided, however, that the term "Member" shall not include any Special Member.

"Notes" means the Indenture Notes (as defined in the Indenture).

"Obligations" shall mean the indebtedness, liabilities and obligations of the Company under or in connection with this Agreement, the Indenture, the Notes, the other Related Documents or any related document in effect as of any date of determination.

"Officer" means an officer of the Company described in Section 11.

"Officer's Certificate" means a certificate signed by any Officer of the Company who is authorized to act for the Company in matters relating to the Company.

"Operating Lease" means the Amended and Restated Master Motor Vehicle Operating Lease and Servicing Agreement, dated as of May 11, 2011, between the Company and Zipcar, as lessee and servicer, as the same may be amended, restated, modified or supplemented from time to time in accordance with its terms.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

"Rating Agency Condition," with respect to any Series of Notes, has the meaning set forth in the applicable Series Supplement.

"Related Documents" means, collectively, this Agreement, the Management Agreement, the Operating Lease, the Assignment Agreements (as defined in the Indenture), the Supplemental Documents (as defined in the Operating Lease), the Indenture, the Notes, the Collateral Agency Agreement, any Enhancement Agreement, the Administration Agreement, the Back-Up Administration Agreement, the Back-Up Disposition Agent Agreement, the Depository Agreements, any agreements relating to the issuance or the purchase of the Notes of any Series, and all documents, agreements and certificates delivered in connection with any of the foregoing.

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"Series" means any series of Notes issued by the Company pursuant to the Indenture.

"Series Supplement" has the meaning ascribed to such term in the Indenture.

"Special Member" means, upon such person's admission to the Company as a member of the Company pursuant to Section 5(c), any person acting as an Independent Director, in such person's capacity as a member of the Company. A Special Member shall only have the rights and duties expressly set forth in this Agreement.

"Tax Restricted Securities" means any interest in the Company, including without limitation, limited liability company interests or any debt security of the Company unless, in the case of any debt security, the Company has received an opinion of nationally recognized tax counsel upon the issuance of such debt security that such debt security will be properly characterized as debt for U.S. federal income tax purposes.

"Trustee" means Deutsche Bank Trust Company Americas, as trustee under the Indenture, or any successors to the foregoing.

"Zipcar" means Zipcar, Inc., a Delaware corporation, and its successors.

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B. Rules of Construction

Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

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SCHEDULE B

Member

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| Name |  | Mailing Address |  | Agreed Value of |  | Membership |
| Zipcar, Inc. |  | 25 First Street,  4th Floor,  Cambridge, MA 02141 |  | Demand note in the  amount of $4,125,000 |  | 100% |

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SCHEDULE C

Management Agreement

[            ] [    ], 2011

For good and valuable consideration, each of the undersigned persons, who have been designated as directors of Zipcar Vehicle Financing LLC, a Delaware limited liability company (the "Company"), in accordance with the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of May 11, 2011, as it may be amended or restated from time to time (the "LLC Agreement"), hereby agree as follows:

1. Each of the undersigned accepts such person's rights and authority as a Director (as defined in the LLC Agreement) under the LLC Agreement and agrees to perform and discharge such person's duties and obligations as a Director under the LLC Agreement, and further agrees that such rights, authorities, duties and obligations under the LLC Agreement shall continue until such person's successor as a Director is elected and qualified or until such person's resignation or removal as a Director in accordance with the LLC Agreement. Each of the undersigned agrees and acknowledges that it has been designated as a "manager" of the Company within the meaning of the Delaware Limited Liability Company Act.

2. So long as any Obligation (as defined in the LLC Agreement) is outstanding, each of the undersigned agrees, solely in its capacity as a creditor of the Company on account of any indemnification or other payment owing to the undersigned by the Company, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or governmental authority for the purpose of commencing or sustaining a case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company.

3. THIS MANAGEMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AND ALL RIGHTS AND REMEDIES SHALL BE GOVERNED BY SUCH LAWS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

This Management Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Management Agreement and all of which together shall constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank*]

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IN WITNESS WHEREOF, the undersigned have executed this Management Agreement as of the day and year first above written.

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| [                                                                                                      ] |
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| [                                                                                                      ] |
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|  |
| [                                                                                                      ] |

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SCHEDULE D

|  |  |  |
| --- | --- | --- |
|  |  |  |
| DIRECTORS | | |
|  |  | |
| 1. |  | Scott Griffith |
|  |  | |
| 2. |  | Edward Goldfinger |
|  |  | |
| 3. |  | T. S. Ramesh |
|  |  | |
| 4. |  | Dean Breda |
|  |  | |
| 5. |  | Orlando C. Figueroa, Independent Director |
|  |  | |
| 6. |  | Philip J. Martone, Independent Director |

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SCHEDULE E

OFFICERS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| PRESIDENT |  | Scott Griffith |  |  |
|  |  | |  | |
| TREASURER |  | Edward Goldfinger |  |  |
|  |  | |  | |
| ASSISTANT TREASURER |  | Janet Frick |  |  |
|  |  | |  | |
| ASSISTANT SECRETARY |  | Dean Breda |  |  |

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