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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) **July 28, 2017 (July 28, 2017)**

**HERTZ GLOBAL HOLDINGS, INC.  
THE HERTZ CORPORATION**

(Exact name of registrant as specified in its charter)

<b>DELAWARE</b>	<b>001-37665</b>	<b>61-1770902</b>
<b>DELAWARE</b>	<b>001-07541</b>	<b>13-1938568</b>
(State of incorporation)	(Commission File Number)	(I.R.S Employer Identification No.)

**8501 Williams Road  
Estero, Florida 33928  
8501 Williams Road  
Estero, Florida 33928**

(Address of principal executive offices, including zip code)

**(239) 301-7000**

**(239) 301-7000**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## ITEM 8.01 OTHER EVENTS

The Hertz Corporation (“Hertz” or the “Company”), a wholly owned subsidiary of Hertz Global Holdings, Inc., is continuing to evaluate the transactions related to the recent issuance of Hertz’s 7.625% Senior Second Priority Secured Notes due 2022 (the “Second Lien Notes”) in connection with the repayment of certain of its indebtedness with the proceeds of the Second Lien Notes, which may include, among other options, repayments of outstanding borrowings under Hertz’s senior secured term loan, additional commitment reductions under Hertz’s senior secured revolving credit facility and/or redemptions and/or repurchases of certain of Hertz’s senior unsecured notes, including redemptions and/or repurchases of Hertz’s 6.75% Senior Notes due 2019 (the “2019 Notes”). The Second Lien Notes were issued by Hertz as part of an overall plan to optimize the Company’s capital structure to accommodate the implementation of various business initiatives.

In accordance with the terms of the conditional notice of redemption (the “Conditional Redemption Notice”) previously delivered to the holders of the 2019 Notes, the consummation of all transactions related to the issuance of the Second Lien Notes is a condition precedent to the consummation of the redemption of the 2019 Notes. In that regard, Hertz delivered a notice to the Trustee on July 28, 2017 informing the Trustee that all of the conditions precedent to the consummation of the redemption of the 2019 Notes set forth in the Conditional Redemption Notice have not been, and will not be, satisfied by July 29, 2017 and thus the Conditional Redemption Notice has been rescinded and is of no further force and effect for any purpose. A copy of the notice of rescission delivered to The Depository Trust Company related to the Conditional Redemption Notice is attached as Exhibit 99.1 to this current report.

This report does not constitute a notice of redemption under the Indenture, dated as of February 8, 2011, as supplemented, among Hertz, the guarantors from time to time party thereto, and the Trustee relating to the 2019 Notes, nor an offer to tender for, or purchase, any 2019 Notes or any other security.

### CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained herein include “forward-looking statements.” Forward-looking statements include information concerning our liquidity and our possible or assumed future results of operations, including descriptions of our business strategies. These statements often include words such as “believe,” “expect,” “project,” “potential,” “anticipate,” “intend,” “plan,” “estimate,” “seek,” “will,” “may,” “would,” “should,” “could,” “forecasts” or similar expressions. These statements are based on certain assumptions that we have made in light of our experience in the industry as well as our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate in these circumstances. We believe these judgments are reasonable, but you should understand that these statements are not guarantees of performance or results, and our actual results could differ materially from those expressed in the forward-looking statements due to a variety of important factors, both positive and negative, that may be revised or supplemented in subsequent reports on Forms 10-K, 10-Q and 8-K.

Important factors that could affect Hertz’s actual results and cause them to differ materially from those expressed in forward-looking statements include, among others, the following: (1) any claims, investigations or proceedings arising as a result of the restatement in 2015 of Hertz’s previously issued financial results; (2) Hertz’s ability to remediate the material weaknesses in its internal controls over financial reporting; (3) levels of travel demand, particularly with respect to airline passenger traffic in the United States and in global markets; (4) the effect of the separation of Hertz’s vehicle and equipment rental businesses, any failure by Herc Holdings Inc. to comply with the agreements entered into in connection with the separation and Hertz’s ability to obtain the expected benefits of the separation; (5) significant changes in the competitive environment, including as a result of industry consolidation, and the effect of competition in Hertz’s markets on rental volume and pricing, including on its pricing policies or use of incentives; (6) increased vehicle costs due to declines in the value of Hertz’s non-program vehicles; (7) occurrences that disrupt rental activity during Hertz’s peak periods; (8) Hertz’s ability to purchase adequate supplies of competitively priced vehicles and risks relating to increases in the cost of the vehicles it purchases; (9) Hertz’s ability to accurately estimate future levels of rental activity and adjust the number and mix of vehicles used in its rental operations accordingly; (10) Hertz’s ability to maintain sufficient liquidity and the availability to it of additional or continued sources of financing for its revenue earning vehicles and to refinance its existing indebtedness; (11) Hertz’s ability to adequately respond to changes in technology and customer demands; (12) Hertz’s access to third-party distribution channels and related prices, commission structures and transaction volumes; (13) an increase in Hertz’s vehicle costs or disruption to its rental activity, particularly during its peak periods, due to safety recalls by the manufacturers of its vehicles; (14) a major disruption in Hertz’s communication or centralized information

networks; (15) financial instability of the manufacturers of Hertz's vehicles; (16) any impact on Hertz from the actions of its franchisees, dealers and independent contractors; (17) Hertz's ability to sustain operations during adverse economic cycles and unfavorable external events (including war, terrorist acts, natural disasters and epidemic disease); (18) shortages of fuel and increases or volatility in fuel costs; (19) Hertz's ability to successfully integrate acquisitions and complete dispositions; (20) Hertz's ability to maintain favorable brand recognition; (21) costs and risks associated with litigation and investigations; (22) risks related to Hertz's indebtedness, including its substantial amount of debt, its ability to incur substantially more debt, the fact that substantially all of its consolidated assets secure certain of its outstanding indebtedness and increases in interest rates or in its borrowing margins; (23) Hertz's ability to meet the financial and other covenants contained in its senior secured term loan facility, its senior secured revolving credit facility, its outstanding unsecured senior notes, its outstanding senior second priority secured notes, and certain asset-backed and asset-based arrangements; (24) changes in accounting principles, or their application or interpretation, and Hertz's ability to make accurate estimates and the assumptions underlying the estimates, which could have an effect on operating results; (25) risks associated with operating in many different countries, including the risk of a violation or alleged violation of applicable anti-corruption or anti-bribery laws and Hertz's ability to repatriate cash from non-U.S. affiliates without adverse tax consequences; (26) Hertz's ability to successfully outsource a significant portion of its information technology services or other activities; (27) Hertz's ability to successfully implement its finance and information technology transformation programs; (28) changes in the existing, or the adoption of new laws, regulations, policies or other activities of governments, agencies and similar organizations where such actions may affect its operations, the cost thereof or applicable tax rates; (29) changes to its senior management team and the dependence of its business operations on its senior management team; (30) the effect of tangible and intangible asset impairment charges; (31) Hertz's exposure to uninsured claims in excess of historical levels; (32) fluctuations in interest rates and commodity prices; (33) Hertz's exposure to fluctuations in foreign currency exchange rates; and (34) other risks described from time to time in periodic and current reports that Hertz files with the SEC.

You should not place undue reliance on forward-looking statements. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the foregoing cautionary statements. All such statements speak only as of the date made, and we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

#### **ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

(d) Exhibits.

Exhibit	Description
Exhibit 99.1	Notice of Rescission of Conditional Full Redemption relating to 6.75% Senior Notes due 2019.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HERTZ GLOBAL HOLDINGS, INC.  
THE HERTZ CORPORATION  
(Registrant)

By: /s/ Thomas C. Kennedy  
Name: Thomas C. Kennedy  
Title: Senior Executive Vice President and  
Chief Financial Officer

Date: July 28, 2017

# RESCINDED

**THE NOTICE BELOW IS RESCINDED IN ITS ENTIRETY BECAUSE THE CONDITIONS PRECEDENT SET FORTH IN SUCH NOTICE WILL NOT BE SATISFIED ON OR PRIOR TO THE REDEMPTION DATE SET FORTH IN SUCH NOTICE.**

## NOTICE OF CONDITIONAL FULL REDEMPTION

**The Hertz Corporation  
6.75% Senior Notes due 2019  
CUSIP Number 428040CJ6\***

NOTICE IS HEREBY GIVEN, pursuant to the Indenture referred to below, that The Hertz Corporation, a Delaware corporation (the "Company"), has elected to redeem, subject to the satisfaction of the conditions precedent as set forth below, on the Redemption Date (as defined below), \$450,000,000 in aggregate principal amount of Outstanding Notes under the Indenture, which represents all of the Outstanding Notes, at the Redemption Price set forth below. As further described below, in the Company's discretion, the Redemption Date may be delayed until such time as such conditions precedent shall be satisfied as provided below, or such redemption may not occur and this notice may be rescinded in the event that any or all such conditions precedent shall not have been so satisfied by the Redemption Date, or by the Redemption Date as so delayed.

As used herein, the term "Indenture" means the Indenture, dated as of February 8, 2011, as supplemented, among the Company, the Subsidiary Guarantors from time to time parties thereto and Wells Fargo Bank, National Association, as Trustee (the "Trustee"). Capitalized terms used and not otherwise defined herein have the meanings given thereto in the Indenture.

The Redemption Price with respect to any redeemed Note is equal to:

- (a) 100.000% of the principal amount of such Note, **plus**
- (b) the accrued but unpaid interest thereon to the Redemption Date (\$13.875 per \$1,000 principal amount of Notes assuming the Redemption Date is June 29, 2017).

The redemption will take place on June 29, 2017 or, if the conditions precedent set forth below are not satisfied as provided below on or prior to June 29, 2017, such later date (but not later than July 29, 2017) as such conditions precedent are so satisfied (such date of such redemption, the "Redemption Date").

The redemption is subject to the satisfaction of each of the following conditions precedent: (i) the consummation (as and when determined by the Company, and as and to the extent the Company shall require, in each case in its sole and absolute discretion), on or prior to June 29, 2017 (or such later date on or prior to July 29, 2017 as may be determined by the Company in its sole and absolute discretion) of the Transactions (as defined in Annex A hereto) on terms and conditions satisfactory in all respects to the Company in its sole and absolute discretion, including but not limited to the satisfaction (as determined by the Company, and as and to the extent the Company shall require, in each case in its sole and absolute discretion) of any condition precedent to such consummation under any agreement, instrument or other document providing for, governing or otherwise relating to any such Transaction, and (ii) the delivery to the Trustee of written notice by the Company (in its sole and absolute discretion) to the effect that such consummation of such Transactions has

\* Neither the Company nor the Trustee shall be held responsible for the selection or use of any CUSIP number, nor is any representation made as to the correctness or accuracy of the CUSIP number listed in this Redemption Notice or printed on the Notes. They are included solely for convenience of the Holders.

occurred (as so determined, and as and to the extent so required, by the Company), and the effectiveness of such written notice. The written notice referred to in clause (ii) of the foregoing sentence shall be effective upon delivery, if delivered on or prior to 12:00 p.m., New York City time on any given day, and if delivered after 12:00 p.m., New York City time on the date of delivery, shall be effective as of 12:01 a.m. New York City time the following Business Day unless the notice expressly states that it shall be effective as of the time of delivery.

The Company shall be entitled to delay, and may delay, the redemption of the Notes until such time as such conditions precedent shall be satisfied as provided above. Such redemption shall not occur in the event that such conditions precedent have not been so satisfied by July 29, 2017. In the event that such conditions precedent have not been so satisfied by such date, the Company will so notify the Trustee and the Holders of the Notes at the Holders' addresses appearing in the Note Register, and upon any such notice, this redemption notice shall be rescinded and of no force or effect for any purpose.

Payment of the Redemption Price will become due and payable on the Redemption Date only upon presentation and surrender of the Notes to the Trustee as follows:

Registered & Certified Mail:  
WELLS FARGO BANK, N.A.  
Corporate Trust Operations  
MAC N9300-070  
PO Box 1517  
Minneapolis, MN 55480-1517

Regular Mail or Air Courier:  
WELLS FARGO BANK, N.A.  
Corporate Trust Operations  
MAC N9300-070  
600 South Fourth Street, 7<sup>th</sup> Fl.  
Minneapolis, MN 55479

By Facsimile (for Eligible Institutions only):  
(612) 667-6282  
Attn: Bondholder Communications

For Information or Confirmation by Telephone:  
(800) 344-5128, Option 0  
Attn: Bondholder Communications

Interest on the Notes shall cease to accrue on and after the Redemption Date, unless the Company defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of the Indenture.

#### IMPORTANT NOTICE

Noteholders may be subject, under certain circumstances, to backup withholding tax with respect to the redemption payment. Such backup withholding may be applicable if such noteholder, among other things, fails to (i) furnish its correct taxpayer identification number, (ii) certify that it is not subject to backup withholding, or (iii) otherwise comply with applicable backup withholding requirements. A noteholder who wishes to avoid the imposition of backup withholding tax should submit an Internal Revenue Service Form W-9 or W-8, as applicable, when presenting a Note for payment.

**The Hertz Corporation**

Date: May 30, 2017

**TRANSACTIONS**

As used in this Notice of Redemption, the term “Transactions” means collectively, the following:

- (1) the receipt by the Company of gross proceeds in an amount equal to at least \$1.0 billion (or such other amount as may be determined by the Company in its sole and absolute discretion) from the incurrence of additional indebtedness in a form, on terms and subject to conditions, and pursuant to documentation that is in each case in form and substance, satisfactory to the Company, in its sole and absolute discretion; and
- (2) all other transactions relating to any of the foregoing (including but not limited to payment of fees and expenses related to any of the foregoing) as determined by, and pursuant to documentation that is in each case in form and substance satisfactory to, the Company in its sole and absolute discretion.