

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

**AMENDMENT NO. 3
to
FORM 10**

**GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or 12(g) of
The Securities Exchange Act of 1934**

HERTZ RENTAL CAR HOLDING COMPANY, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

61-1770902 (I.R.S. Employer
Identification No.)

8501 Williams Road
Esterro, FL
(Address of principal executive offices)

33928
(Zip Code)

Registrant's telephone number, including area code: **(239) 301-7000**

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class
to be so registered

Name of each exchange on which
each class is to be so registered

Common Stock, par value \$0.01 per share

The New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None.

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

Large accelerated filer

Accelerated filer

Non-accelerated filer
(Do not check if a
smaller reporting company)

Smaller reporting company

INFORMATION REQUIRED IN REGISTRATION STATEMENT

HERTZ RENTAL CAR HOLDING COMPANY, INC.

This Registration Statement on Form 10 (this "Registration Statement") is filed in connection with the spin-off (the "Spin-Off") by Hertz Global Holdings, Inc. ("Hertz Holdings") to its stockholders of all of the issued and outstanding shares of common stock of Hertz Rental Car Holding Company, Inc. ("New Hertz," "we," "our" and "us"). Following the Spin-Off, Hertz Holdings (on a post-Spin-Off basis, referred to as "HERC Holdings") will continue to operate Hertz Holdings' global equipment rental business and New Hertz will continue to operate Hertz Holdings' global car rental business.

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, New Hertz will be the "accounting successor" to Hertz Holdings.

Certain information required to be included herein with respect to New Hertz and the registration of its shares of common stock under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is incorporated by reference to specifically identified portions of the body of (a) the information statement with respect to the Spin-Off and HERC Holdings to be distributed to Hertz Holdings' stockholders in advance of the Spin-Off filed herewith as Exhibit 99.1 (the "Information Statement"), (b) the Annual Report on Form 10-K of Hertz Holdings (File No. 001-33139) for the year ended December 31, 2015 filed on February 29, 2016, as amended by Amendment No. 1 filed on March 4, 2016 (the "Form 10-K"), (c) the Quarterly Report on Form 10-Q of Hertz Holdings (File No. 001-33139) for the quarterly period ended March 31, 2016 filed on May 9, 2016 (the "Q1 Form 10-Q") and (d) the Current Report on Form 8-K of Hertz Holdings (File No. 001-33139) dated April 1, 2016 (the "April 1 Form 8-K"). None of the information contained in the Information Statement, the Form 10-K, the Q1 Form 10-Q or the April 1 Form 8-K shall be incorporated by reference herein or deemed to be a part hereof unless such information is specifically incorporated by reference.

Cautionary Note Regarding Forward-Looking Statements

Certain statements contained or incorporated by reference in this Registration Statement 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 amendments to this Registration Statement and the information incorporated herein by reference.

Important factors that could affect our actual results and cause them to differ materially from those expressed in forward-looking statements include, among others, those incorporated by reference under "Item 1A—Risk Factors." Some of the factors that we believe could affect our results include without limitation:

- any claims, investigations or proceedings arising as a result of the restatement of our previously issued financial results;
- our ability to remediate the material weaknesses in our internal controls over financial reporting described in Item 9A of the Form 10-K, which is incorporated by reference into this Registration Statement;
- the effect of our proposed Spin-Off and ability to obtain the expected benefits of any related transactions;
- levels of travel demand, particularly with respect to airline passenger traffic in the United States and in global markets;

- significant changes in the competitive environment, including as a result of industry consolidation, and the effect of competition in our markets on rental volume and pricing, including on our pricing policies or use of incentives;
- an increase in our fleet costs as a result of an increase in the cost of new vehicles and/or a decrease in the price at which we dispose of used vehicles either in the used vehicle market or under repurchase or guaranteed depreciation programs;
- occurrences that disrupt rental activity during our peak periods;
- our ability to achieve and maintain cost savings and efficiencies and realize opportunities to increase productivity and profitability;
- our ability to accurately estimate future levels of rental activity and adjust the size and mix of our fleet accordingly;
- our ability to maintain sufficient liquidity and the availability to us of additional or continued sources of financing for our revenue earning equipment and to refinance our existing indebtedness;
- our ability to realize the operational efficiencies of the acquisition of the car rental operations of Dollar Thrifty Automotive Group, Inc.;
- our ability to maintain access to third-party distribution channels, including current or favorable prices, commission structures and transaction volumes;
- an increase in our fleet costs or disruption to our rental activity, particularly during our peak periods, due to safety recalls by the manufacturers of our vehicles and equipment;
- changes to our senior management team;
- a major disruption in our communication or centralized information networks;
- financial instability of the manufacturers of our vehicles and equipment, which could impact their ability to perform under agreements with us and/or their willingness or ability to make cars available to us or the rental car industry on commercially reasonable terms;
- any impact on us from the actions of our franchisees, dealers and independent contractors;
- our ability to maintain profitability during adverse economic cycles and unfavorable external events (including war, terrorist acts, natural disasters and epidemic disease);
- shortages of fuel and increases or volatility in fuel costs;
- our ability to successfully integrate acquisitions and complete dispositions;
- our ability to maintain favorable brand recognition;
- costs and risks associated with litigation and investigations;
- risks related to our indebtedness, including our substantial amount of debt, our ability to incur substantially more debt and increases in interest rates or in our borrowing margins;
- our ability to meet the financial and other covenants contained in our Senior Credit Facilities, our outstanding unsecured Senior Notes and certain asset-backed and asset-based arrangements;
- our ability to successfully outsource a significant portion of our information technology services or other activities;

- changes in accounting principles, or their application or interpretation, and our ability to make accurate estimates and the assumptions underlying the estimates, which could have an effect on earnings;
- 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 our operations, the cost thereof or applicable tax rates;
- the effect of tangible and intangible asset impairment charges;
- our exposure to uninsured claims in excess of historical levels;
- fluctuations in interest rates and commodity prices; and
- our exposure to fluctuations in foreign exchange rates.

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 1. Business.

The information required by this item is contained within the section entitled “Part I—Item 1. Business” in the Form 10-K, which section is incorporated herein by reference.

Item 1A. Risk Factors.

The information required by this item is contained within the section entitled “Part I—Item 1A. Risk Factors” in the Form 10-K, which section is incorporated herein by reference.

Item 2. Financial Information.

The information required by this item is contained within the sections entitled “Part II—Item 6. Selected Financial Data,” “Part II—Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Part II—Item 7A. Quantitative and Qualitative Disclosures About Market Risk” in the Form 10-K and the sections entitled “Part I—Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Part I—Item 3. Quantitative and Qualitative Disclosures About Market Risk” in the Q1 Form 10-Q, which sections are incorporated herein by reference.

Item 3. Properties.

The information required by this item is contained within the section entitled “Part I—Item 2. Properties” in the Form 10-K, which section is incorporated herein by reference.

Item 4. Security Ownership of Certain Beneficial Owners and Management.

The information required by this item is contained within the section entitled “Part III—Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” in the Form 10-K, which section is incorporated herein by reference.

Item 5. Directors and Executive Officers.

The information required by this item is contained within the section entitled “Part III—Item 10. Directors, Executive Officers and Corporate Governance” in the Form 10-K and Item 5.02(b) of the April 1 Form 8-K, which sections are incorporated herein by reference.

Other than Lawrence H. Silber, who is expected to become Chief Executive Officer of HERC Holdings upon completion of the Spin-Off, each of the executive officers of Hertz Holdings is expected to resign from their position with Hertz Holdings upon completion of the Spin-Off and be appointed to a corresponding position with New Hertz. Each of the directors of Hertz Holdings is expected to resign as a director of Hertz Holdings in connection with the completion of the Spin-Off and be appointed as a director of New Hertz.

Item 6. Executive Compensation.

The information required by this item is contained within the section entitled “Part III—Item 11. Executive Compensation” in the Form 10-K, which section is incorporated herein by reference.

Item 7. Certain Relationships and Related Transactions, and Director Independence.

Information required by this item is contained within the section entitled “Part III—Item 13. Certain Relationships and Related Transactions, and Director Independence” in the Form 10-K, which section is incorporated herein by reference.

Item 8. Legal Proceedings.

The information required by this item is contained within the section entitled “Part I—Item 3. Legal Proceedings” in the Form 10-K and the section entitled “Part II—Item 1. Legal Proceedings” in the Q1 Form 10-Q, which sections are incorporated herein by reference.

Item 9. Market Price of and Dividends on the Registrant’s Common Equity and Related Stockholder Matters.

Hertz Holdings has not historically paid dividends on its common stock. New Hertz’s payment of dividends on its common stock following the Spin-Off will be determined by its board of directors in its sole discretion and will depend on business conditions, its financial condition, earnings, liquidity and capital requirements, any covenants in documents governing its indebtedness and other factors. As of the date hereof, New Hertz has no plans to pay dividends on its common stock following the Spin-Off.

The remainder of the information required by this item is contained within the sections entitled Part I—Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities” in the Form 10-K and “The Spin-Off” and “Compensation Discussion and Analysis” in the Information Statement, which sections are incorporated herein by reference.

Item 10. Recent Sales of Unregistered Securities.

None.

Item 11. Description of Registrant’s Securities to be Registered.

Overview

New Hertz’s certificate of incorporation and by-laws will be amended and restated prior to the distribution of its common stock in the Spin-Off. Hertz Holdings, as the sole stockholder of New Hertz, will adopt our amended and restated certificate of incorporation following the approval and recommendation of our board of directors. Our board of directors will adopt our amended and restated by-laws. The following are summaries of the material terms of our capital stock that, subject to the approval of our board of directors, will be contained in our amended and restated certificate of incorporation and amended and restated by-laws, which in each case are qualified in their entirety by reference to such complete documents, copies of which are attached as exhibits to this Registration Statement.

Our amended and restated certificate of incorporation will authorize 400,000,000 shares of common stock, par value \$0.01 per share. In addition, our amended and restated certificate of incorporation will authorize 40,000,000 shares of preferred stock, par value \$0.01 per share, issuable in one or more series.

Our amended and restated certificate of incorporation and amended and restated by-laws will generally be based on those of Hertz Holdings described in the section of the Information Statement entitled “Description of Capital Stock.” However, our amended and restated certificate of incorporation and amended and restated by-laws will not contain supermajority voting provisions and, subject to certain conditions, will allow stockholders to call special meetings, as outlined below. In addition, at the 2014 annual meeting of stockholders of Hertz Holdings, Hertz Holdings received stockholder approval to amend its amended and restated certificate of incorporation to provide for declassification of its board of directors and, subsequent to the 2014 annual meeting of stockholders, Hertz Holdings adopted such amendment. With such amendment, the classification of the Hertz Holdings’ board of directors (and, after the completion of the Spin-Off, the HERC Holdings board of directors) will be phased out such that the entire slate of directors would be up for election to serve one-year terms at the 2017 annual meeting, at which point the declassification of the HERC Holdings’ board of directors would be complete. Unlike HERC Holdings, New Hertz will have a completely declassified board of directors at the time of the completion of the Spin-Off, which will be reflected in our amended and restated certificate of incorporation and amended and restated by-laws.

Common Stock

Each holder of our common stock is entitled to one vote per share on all matters to be voted on by stockholders. Accordingly, holders of a majority of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election.

The holders of our common stock are entitled to receive any dividends and other distributions that may be declared by our board of directors, subject to any preferential dividend rights of outstanding preferred stock. In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to receive proportionately any of our assets remaining after the payment of liabilities and subject to the prior rights of any outstanding preferred stock. Our ability to pay dividends on our common stock is subject to our subsidiaries’ ability to pay dividends to us, which is in turn subject to the restrictions set forth in the instruments governing our indebtedness.

Holders of our common stock have no preemptive, subscription, redemption or conversion rights. The outstanding shares of our common stock are fully paid and non-assessable. The rights and privileges of holders of our common stock are subject to any series of preferred stock that we may issue, as described below.

Computershare Investor Services LLC will be the transfer agent and registrar for New Hertz common stock.

We expect to list New Hertz common stock on the NYSE under the symbol “HTZ,” which is the current trading symbol for Hertz Holdings common stock.

Preferred Stock

Under our amended and restated certificate of incorporation, our board of directors will have the authority, without further vote or action by the stockholders, to issue up to 40,000,000 shares of preferred stock in one or more series and to fix the number of shares of any class or series of preferred stock and to determine its voting powers, designations, preferences or other rights and restrictions. The issuance of preferred stock could adversely affect the rights of holders of common stock or impede the completion of a merger, tender offer or other takeover attempt. While no preferred stock will be issued or outstanding as of the completion of the Spin-Off, our board of directors could authorize and issue preferred stock in the future.

Corporate Governance

New Hertz will institute stockholder-friendly corporate governance practices, as described below.

Single Class Capital Structure. New Hertz will have a single class common equity capital structure with all stockholders entitled to vote for director nominees.

Annual Director Elections. The entire board will be elected at each annual meeting of stockholders, with each director to serve until the next annual meeting and until his or her successor is duly elected and qualified, or until his or her earlier resignation or removal.

Majority Voting Standard. At any meeting of stockholders for the election of directors at which a quorum is present, the election will be determined by a majority of the votes cast by the stockholders entitled to vote in the election, with directors not receiving a majority of the votes cast required to tender their resignations for consideration by the board, except that in the case of a contested election, the election will be determined by a plurality of the votes cast by the stockholders entitled to vote in the election.

Special Stockholder Meetings. The amended and restated certificate of incorporation will provide that special meetings of the stockholders may be called by (i) the board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors, (ii) the chairman of the board, (iii) the chief executive officer, or (iv) subject to certain procedures and conditions set forth therein, by the corporate secretary at the request of one or more stockholders who have held beneficial ownership of at least a thirty-five percent (35%) “net long position” of the outstanding common stock for at least thirty (30) days prior to the delivery of such request.

Rights Plans Limitations. The amended and restated certificate of incorporation will provide that any rights plan adopted by our board of directors shall have a triggering “acquiring person” ownership threshold of 20% or higher. If our board of directors adopts a rights plan, such rights plan will be put to a vote of stockholders within 135 days of the date of adoption of such rights plan. If we fail to hold a stockholder vote on or prior to the 135th day deadline, then the rights plan shall automatically terminate on the 135th day deadline. If a stockholder vote is held on the rights plan and it is not approved by the holders of a majority of shares voted, then the rights plan shall expire on a date not later than the 135th day deadline.

No Supermajority Provisions. The amended and restated certificate of incorporation and by-laws will not have supermajority voting provisions.

Opt Out of Delaware Takeover Statute We will opt out of Section 203 of the Delaware General Corporation Law (the “DGCL”), which would otherwise impose additional requirements regarding mergers and other business combinations.

Other Expected Corporate Governance Features. It is expected that New Hertz will adopt stock ownership guidelines for directors and senior executive officers, annual board performance evaluations, clawback, anti-hedging and anti-pledging policies, conflict of interest policies, risk oversight procedures and other practices and protocols similar in scope and substance to those applicable to Hertz Holdings prior to the Spin-Off.

Exclusive Forum

New Hertz’s amended and restated certificate of incorporation will provide that, unless New Hertz consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of New Hertz, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of New Hertz to New Hertz or New Hertz’s stockholders, (iii) any action asserting a claim against New Hertz or any director or officer or other employee of New Hertz arising pursuant to any provision of the DGCL or the amended and restated certificate of incorporation or bylaws (as either may be amended from time to time), or (iv) any action asserting a claim against New Hertz or any director or officer or other employee of New Hertz governed by the internal affairs doctrine shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).

Change of Control Related Provisions of Our Certificate of Incorporation and By-Laws and Delaware Law

A number of provisions contemplated to be included in New Hertz’s amended and restated certificate of incorporation and amended and restated by-laws and under the DGCL may make it more difficult to acquire control of us. These provisions may have the effect of discouraging a future takeover attempt not approved by our board of directors but which individual stockholders may deem to be in their best interests or in which stockholders may receive a substantial premium for their shares over then current market prices. As a result, stockholders who might desire to participate in such a transaction may not have an opportunity to do so. In addition, these provisions may adversely affect the prevailing market price of our common stock. These provisions are intended to:

- enhance the likelihood of continuity and stability in the composition of our board of directors;
- discourage some types of transactions that may involve an actual or threatened change in control of us;

- discourage certain tactics that may be used in proxy fights;
- ensure that our board of directors will have sufficient time to act in what the board believes to be in the best interests of us and our stockholders; and
- encourage persons seeking to acquire control of us to consult first with our board to negotiate the terms of any proposed business combination or offer.

Unissued Shares of Capital Stock

Common Stock

The remaining shares of our authorized and unissued common stock will be available for future issuance without additional stockholder approval. While the additional shares are not designed to deter or prevent a change of control, under some circumstances we could use the additional shares to create voting impediments or to frustrate persons seeking to effect a takeover or otherwise gain control by, for example, issuing those shares in private placements to purchasers who might side with our board of directors in opposing a hostile takeover bid.

Preferred Stock

New Hertz's amended and restated certificate of incorporation will provide our board of directors with the authority, without any further vote or action by our stockholders, to issue preferred stock in one or more series and to fix the number of shares constituting any such series and the preferences, limitations and relative rights, including dividend rights, dividend rate, voting rights, terms of redemption, redemption price or prices, conversion rights and liquidation preferences of the shares constituting any series. The existence of authorized but unissued preferred stock could reduce our attractiveness as a target for an unsolicited takeover bid since we could, for example, issue shares of preferred stock to parties who might oppose such a takeover bid or shares that contain terms the potential acquiror may find unattractive. This may have the effect of delaying or preventing a change of control, may discourage bids for the common stock at a premium over the market price of the common stock, and may adversely affect the market price of, and the voting and other rights of the holders of, common stock.

Vacancies

Vacancies in our board of directors will only be able to be filled by our board of directors, except that a vacancy that results from the removal of a director by the stockholders may be filled by the stockholders at a special meeting of the stockholders. Any director elected to fill a vacancy will hold office until such director's successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. No decrease in the number of directors will shorten the term of any incumbent director. New Hertz's amended and restated by-laws will provide that the number of directors shall be fixed and increased or decreased from time to time by resolution of the board of directors.

Advance Notice Requirements for Nomination of Directors and Presentation of New Business at Meetings of Stockholders; Action by Written Consent

New Hertz's amended and restated by-laws will require advance notice for stockholder proposals and nominations for director. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year or, with respect to the initial annual meeting of New Hertz, not earlier than 120 days prior to the date of such initial annual meeting and not later than the close of business on the later of the ninetieth day prior to the date of such initial annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made by New Hertz.

In addition, New Hertz's amended and restated certificate of incorporation and amended and restated by-laws will provide that action may not be taken by written consent of stockholders. Thus, any action taken by the stockholders will have to be effected at a duly called annual or special meeting.

These provisions will make it procedurally more difficult for a stockholder to place a proposal or nomination on the meeting agenda or to take action without a meeting, and therefore may reduce the likelihood that a stockholder will seek to

take independent action to replace directors or seek a stockholder vote with respect to other matters that are not supported by management.

No Cumulative Voting

The DGCL provides that stockholders are denied the right to cumulate votes in the election of directors unless the company's certificate of incorporation provides otherwise. The amended and restated certificate of incorporation will not provide for cumulative voting.

Item 12. Indemnification of Directors and Officers.

New Hertz's amended and restated certificate of incorporation will provide that no director will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that this limitation on or exemption from liability is not permitted by the DGCL, as amended.

The principal effect of the limitation on liability provision is that a stockholder will be unable to prosecute an action for monetary damages against a director unless the stockholder can demonstrate a basis for liability for which indemnification is not available under the DGCL. This provision, however, will not eliminate or limit director liability arising in connection with causes of action brought under the federal securities laws or eliminate our directors' duty of care. The inclusion of this provision in New Hertz's amended and restated certificate of incorporation may, however, discourage or deter stockholders or management from bringing a lawsuit against directors for a breach of their fiduciary duties, even though such an action, if successful, might otherwise have benefited us and our stockholders. This provision should not affect the availability of equitable remedies such as injunction or rescission based upon a director's breach of the duty of care.

New Hertz's amended and restated certificate of incorporation will provide that we are required to indemnify and advance expenses to our directors to the fullest extent permitted by law, except in the case of a proceeding instituted by the director without the approval of our board of directors. New Hertz's amended and restated by-laws will provide that we are required to indemnify our directors and officers, to the fullest extent permitted by law, for all judgments, fines, settlements, legal fees and other expenses incurred in connection with pending or threatened legal proceedings because of the director's or officer's positions with us or another entity that the director or officer serves at our request, subject to various conditions, and to advance funds to our directors and officers to enable them to defend against such proceedings. To receive indemnification, the director or officer must have acted in good faith and in what was reasonably believed to be a lawful manner in our best interest.

New Hertz will enter into indemnification agreements with each of its directors, providing the directors contractual rights to indemnification, expense advance provided by its by-laws, and contractual rights to additional indemnification as provided in the applicable indemnification agreement.

Item 13. Financial Statements and Supplementary Data.

The information required by this item is contained within the section entitled "Part II—Item 8. Financial Statements and Supplementary Data" in the Form 10-K and the sections entitled "Part I—Item 1. Condensed Consolidated Financial Statements (unaudited)" in the Q1 Form 10-Q, which sections are incorporated herein by reference. Unaudited pro forma financial information with respect to New Hertz (as accounting successor to Hertz Holdings) required by Regulation S-X will be included as a part of or incorporated by reference in this Registration Statement by means of an amendment hereto.

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 15. Financial Statements and Exhibits.

(a) *Financial Statements:*

The following financial statements are contained within the section entitled “Part II—Item 8. Financial Statements and Supplementary Data” of the Form 10-K and incorporated herein by reference:

Financial Statements of Hertz Global Holdings, Inc. and Subsidiaries (Audited)

Report of Independent Registered Certified Public Accounting Firm

Consolidated Balance Sheets as of December 31, 2015 and 2014

Consolidated Statements of Operations for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Comprehensive Income (Loss) for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Changes in Equity for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Cash Flows for the Years Ended December 31, 2015, 2014 and 2013

Notes to Consolidated Financial Statements

Financial Statement Schedules

Hertz Global Holdings, Inc.—Schedule I—Condensed Financial Information of Registrant

Hertz Global Holdings, Inc. and Subsidiaries—Schedule II—Valuation and Qualifying Accounts

The following financial statements are contained within the section entitled “Part I-Item 1. Condensed Consolidated Financial Statements (Unaudited)” in the Q1 Form 10-Q and are incorporated herein by reference:

Condensed Consolidated Financial Statements of Hertz Global Holdings, Inc. and Subsidiaries (Unaudited)

Condensed Consolidated Balance Sheets as of March 31, 2016 and December 31, 2015

Condensed Consolidated Statements of Operations for the Three Months Ended March 31, 2016 and 2015

Condensed Consolidated Statements of Comprehensive Income (Loss) for the Three Months Ended March 31, 2016 and 2015

Condensed Consolidated Statements of Cash Flows for the Three Months Ended March 31, 2016 and 2015

Notes to Condensed Consolidated Financial Statements

(b) *Exhibits:* The following documents are filed as exhibits hereto:

Exhibit Number	Description
2	Form of Separation and Distribution Agreement by and between the Registrant and HERC Holdings.(*)(**)
3.1	Form of Amended and Restated Certificate of Incorporation of the Registrant to be in effect at the time of the Spin-Off.*
3.2	Form of Amended and Restated By-Laws of the Registrant to be in effect at the time of the Spin-Off.*
4.1.1	Indenture, dated as of September 30, 2010, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors from time to time parties thereto, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes Due 2018 (Incorporated by reference to Exhibit 4.21 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 9, 2010).
4.1.2	First Supplemental Indenture, dated as of March 11, 2011, among Hertz Entertainment Services Corporation, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.2.2 to the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-173023), as filed on March 23, 2011).
4.1.3	Second Supplemental Indenture, dated as of March 21, 2011, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.2.3 to the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-173023), as filed on March 23, 2011).

- 4.1.4 Third Supplemental Indenture, dated as of September 2, 2011, among Donlen Corporation, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.2.5 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 7, 2011).
- 4.1.5 Fourth Supplemental Indenture, dated as of February 27, 2012, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.2.6 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 4, 2012).
- 4.1.6 Fifth Supplemental Indenture, dated as of March 30, 2012, among Cinelease Holdings, Inc., Cinelease, Inc., Cinelease, LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.2.7 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 4, 2012).
- 4.1.7 Sixth Supplemental Indenture, dated as of March 8, 2013, among Dollar Thrifty Automotive Group, Inc., DTG Operations, Inc., Dollar Rent A Car, Inc., Thrifty, Inc., DTG Supply, Inc., Thrifty Car Sales, Inc., Thrifty Rent-A-Car System, Inc., TRAC Asia Pacific, Inc., Thrifty Insurance Agency, Inc., The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.1.7 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 2, 2013).
- 4.1.8 Seventh Supplemental Indenture, dated as of February 5, 2014, among Firefly Rent A Car LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.1.8 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.1.9 Eighth Supplemental Indenture, dated as of May 28, 2015, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.1.9 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.1.10 Ninth Supplemental Indenture, dated as of December 29, 2015, among Rental Car Group Company, LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.50% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.1.10 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 4.2.1 Indenture, dated as of December 20, 2010, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors from time to time parties thereto, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.3.1 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 25, 2011).
- 4.2.2 First Supplemental Indenture, dated as of March 11, 2011, among Hertz Entertainment Services Corporation, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.3.2 to the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-173023), as filed on March 23, 2011).
- 4.2.3 Second Supplemental Indenture, dated as of March 21, 2011, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.3.3 to the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-173023), as filed on March 23, 2011).
- 4.2.4 Third Supplemental Indenture, dated as of September 2, 2011, among Donlen Corporation, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.3.5 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 7, 2011).
- 4.2.5 Fourth Supplemental Indenture, dated as of February 27, 2012, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.3.6 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 4, 2012).
- 4.2.6 Fifth Supplemental Indenture, dated as of March 30, 2012, among Cinelease Holdings, Inc., Cinelease, Inc., Cinelease, LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.3.7 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 4, 2012).

- 4.2.7 Sixth Supplemental Indenture, dated as of March 8, 2013, among Dollar Thrifty Automotive Group, Inc., DTG Operations, Inc., Dollar Rent A Car, Inc., Thrifty, Inc., DTG Supply, Inc., Thrifty Car Sales, Inc., Thrifty Rent-A-Car System, Inc., TRAC Asia Pacific, Inc., Thrifty Insurance Agency, Inc., The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.2.7 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 2, 2013).
- 4.2.8 Seventh Supplemental Indenture, dated as of February 5, 2014, among Firefly Rent A Car LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.2.8 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.2.9 Eighth Supplemental Indenture, dated as of May 28, 2015, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.2.9 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.2.10 Ninth Supplemental Indenture, dated as of December 29, 2015, among Rental Car Group Company, LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 7.375% Senior Notes due 2021 (Incorporated by reference to Exhibit 4.2.10 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 4.3.1 Indenture, dated as of February 8, 2011, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors from time to time parties thereto, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes Due 2019 (Incorporated by reference to Exhibit 4.4.1 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 25, 2011).
- 4.3.2 First Supplemental Indenture, dated as of March 11, 2011, among Hertz Entertainment Services Corporation, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.4.2 to the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-173023), as filed on March 23, 2011).
- 4.3.3 Second Supplemental Indenture, dated as of September 2, 2011, among Donlen Corporation, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.4.4 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 7, 2011).
- 4.3.4 Third Supplemental Indenture, dated as of February 27, 2012, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.4.6 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 4, 2012).
- 4.3.5 Fourth Supplemental Indenture, dated as of March 30, 2012, among Cinelease Holdings, Inc., Cinelease, Inc., Cinelease, LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.4.8 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 4, 2012).
- 4.3.6 Fifth Supplemental Indenture, dated as of March 8, 2013, among Dollar Thrifty Automotive Group, Inc., DTG Operations, Inc., Dollar Rent A Car, Inc., Thrifty, Inc., DTG Supply, Inc., Thrifty Car Sales, Inc., Thrifty Rent-A-Car System, Inc., TRAC Asia Pacific, Inc., Thrifty Insurance Agency, Inc., The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.3.7 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 2, 2013).
- 4.3.7 Sixth Supplemental Indenture, dated as of February 5, 2014, among Firefly Rent A Car LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.3.8 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.3.8 Seventh Supplemental Indenture, dated as of May 28, 2015, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.3.9 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).

- 4.3.9 Eighth Supplemental Indenture, dated as of December 29, 2015, among Rental Car Group Company, LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.75% Senior Notes due 2019 (Incorporated by reference to Exhibit 4.3.9 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 4.4.1 Indenture, dated as of October 16, 2012, between The Hertz Corporation (as successor-in-interest to HDTFS, Inc.), as Issuer, and Wells Fargo Bank, National Association, as Trustee, providing for the issuance of notes in series (Incorporated by reference to Exhibit 4.6.1 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 2, 2012).
- 4.4.2 First Supplemental Indenture, dated as of October 16, 2012, between The Hertz Corporation (as successor-in-interest to HDTFS, Inc.), as Issuer, and Wells Fargo Bank, National Association, as Trustee, relating to the 5.875% Senior Notes due 2020 (Incorporated by reference to Exhibit 4.6.2 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 2, 2012).
- 4.4.3 Second Supplemental Indenture, dated as of October 16, 2012, between The Hertz Corporation (as successor-in-interest to HDTFS, Inc.), as Issuer, and Wells Fargo Bank, National Association, as Trustee, relating to the 6.250% Senior Notes due 2022 (Incorporated by reference to Exhibit 4.6.3 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 2, 2012).
- 4.4.4 Third Supplemental Indenture, dated as of November 19, 2012, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 5.875% Senior Notes due 2020 and the 6.250% Senior Notes due 2022 (Incorporated by reference to Exhibit 4.4.4 to the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-186328), as filed on January 31, 2013).
- 4.4.5 Fourth Supplemental Indenture, dated as of March 8, 2013, among Dollar Thrifty Automotive Group, Inc., DTG Operations, Inc., Dollar Rent A Car, Inc., Thrifty, Inc., DTG Supply, Inc., Thrifty Car Sales, Inc., Thrifty Rent-A-Car System, Inc., TRAC Asia Pacific, Inc., Thrifty Insurance Agency, Inc., The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 5.875% Senior Notes due 2020 and the 6.250% Senior Notes due 2022 (Incorporated by reference to Exhibit 4.4.6 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 2, 2013).
- 4.4.6 Fifth Supplemental Indenture, dated as of March 28, 2013, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 4.250% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.4.7 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 2, 2013).
- 4.4.7 Sixth Supplemental Indenture, dated as of February 5, 2014, among Firefly Rent A Car LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 5.875% Senior Notes due 2020, the 6.250% Senior Notes due 2022, and the 4.250% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.4.9 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.4.8 Seventh Supplemental Indenture, dated as of May 28, 2015, among The Hertz Corporation, as Issuer, the Subsidiary Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 5.875% Senior Notes due 2020, the 6.250% Senior Notes due 2022 and the 4.250% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.4.10 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.4.9 Eighth Supplemental Indenture, dated as of December 29, 2015, among Rental Car Group Company, LLC, The Hertz Corporation, as Issuer, the Existing Guarantors named therein, and Wells Fargo Bank, National Association, as Trustee, relating to the 5.875% Senior Notes due 2020, the 6.250% Senior Notes due 2022 and the 4.250% Senior Notes due 2018 (Incorporated by reference to Exhibit 4.4.9 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 4.5.1 Fourth Amended and Restated Base Indenture, dated as of November 25, 2013, between Hertz Vehicle Financing LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Rental Car Asset Backed Notes (Issuable in Series) (Incorporated by reference to Exhibit 4.5.1 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.5.2 Third Amended and Restated Master Motor Vehicle Operating Lease and Servicing Agreement, dated as of September 18, 2009, between The Hertz Corporation, as Lessee and Servicer, and Hertz Vehicle Financing LLC, as Lessor (Incorporated by reference to Exhibit 4.9.7 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 6, 2009).

- 4.5.3 Amendment No. 1 to the Third Amended and Restated Master Motor Vehicle Operating Lease and Servicing Agreement, dated as of December 21, 2010, between The Hertz Corporation, as Lessee and Servicer, and Hertz Vehicle Financing LLC, as Lessor (Incorporated by reference to Exhibit 4.6.4 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 25, 2011).
- 4.5.4 Amendment No. 2 to the Third Amended and Restated Master Motor Vehicle Operating Lease and Servicing Agreement, dated as of November 25, 2013, between The Hertz Corporation, as Lessee and Servicer, and Hertz Vehicle Financing LLC, as Lessor (Incorporated by reference to Exhibit 4.5.4 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.5.5 Second Amended and Restated Participation, Purchase and Sale Agreement, dated as of September 18, 2009, among Hertz General Interest LLC, Hertz Vehicle Financing LLC and The Hertz Corporation, as Lessee and Servicer (Incorporated by reference to Exhibit 4.9.8 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 6, 2009).
- 4.5.6 Amendment No. 1 to the Second Amended and Restated Purchase and Sale Agreement, dated as of December 21, 2010, among The Hertz Corporation, Hertz Vehicle Financing LLC and Hertz General Interest LLC (Incorporated by reference to Exhibit 4.6.6 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 25, 2011).
- 4.5.7 Fourth Amended and Restated Collateral Agency Agreement, dated as of November 25, 2013, among Hertz Vehicle Financing LLC, as a Grantor, Hertz General Interest LLC, as a Grantor, DTG Operations, Inc., as a Grantor, The Hertz Corporation, as a Grantor and as Collateral Servicer, The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, and the various financing sources, beneficiaries and grantors party thereto from time to time (Incorporated by reference to Exhibit 4.5.7 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.5.8 Second Amended and Restated Administration Agreement, dated as of September 18, 2009, among The Hertz Corporation, as Administrator, Hertz Vehicle Financing LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.9.12 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 6, 2009).
- 4.5.9 Third Amended and Restated Master Exchange Agreement, dated as of November 25, 2013, among The Hertz Corporation, Hertz Vehicle Financing LLC, Hertz General Interest LLC, Hertz Car Exchange Inc., and DB Services Americas, Inc. (Incorporated by reference to Exhibit 4.5.9 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.5.10 Third Amended and Restated Escrow Agreement, dated as of November 25, 2013, among The Hertz Corporation, Hertz Vehicle Financing LLC, Hertz General Interest LLC, Hertz Car Exchange Inc., and Deutsche Bank Trust Company Americas (Incorporated by reference to Exhibit 4.5.10 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.5.11 Waiver Agreement, dated as of July 18, 2014, among Hertz Vehicle Financing LLC, The Hertz Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.21 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.5.12 Waiver Agreement, dated as of December 5, 2014, among Hertz Vehicle Financing LLC, The Hertz Corporation and the Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 5, 2014).
- 4.5.13 Waiver Agreement, dated as of May 28, 2015, among Hertz Vehicle Financing LLC, The Hertz Corporation and the Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.5.13 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.5.14 Amendment No. 3 to the Third Amended and Restated Master Motor Vehicle Operating Lease and Servicing Agreement, dated as of May 28, 2015, between The Hertz Corporation, as Lessee and Servicer, and Hertz Vehicle Financing LLC, as Lessor (Incorporated by reference to Exhibit 4.5.14 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.6.1 Series 2013-1 Supplement, dated as of January 23, 2013, between Hertz Vehicle Financing LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Fourth Amended and Restated Base Indenture, dated as of November 25, 2013, between Hertz Vehicle Financing LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.10 of the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-186328), as filed on January 31, 2013).
- 4.6.2 Amendment No. 1 to Series 2013-1 Supplement, dated as of November 25, 2013, between Hertz Vehicle Financing LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary (Incorporated by reference to Exhibit 4.10.2 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).

- 4.7.1 Amended and Restated Base Indenture, dated as of February 14, 2007, between Rental Car Finance Corp. and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.163 to Dollar Thrifty Automotive Group, Inc.'s Form 10-Q for the quarterly period ended March 31, 2007, filed May 7, 2007 (File No. 001-13647)).
- 4.7.2 Second Amended and Restated Master Collateral Agency Agreement, dated as of February 14, 2007, among Dollar Thrifty Automotive Group, Inc., Rental Car Finance Corp., DTG Operations, Inc., various financing sources and beneficiaries party thereto and Deutsche Bank Trust Company Americas, as master collateral agent (incorporated by reference to Exhibit 4.170 to Dollar Thrifty Automotive Group, Inc.'s Form 10-Q for the quarterly period ended March 31, 2007, filed May 7, 2007 (File No. 001-13647)).
- 4.8.1 Master Exchange and Trust Agreement, dated as of July 23, 2001, among Rental Car Finance Corp., Dollar Rent A Car Systems, Inc., Thrifty Rent-A-Car System, Inc., Chicago Deferred Exchange Corporation, VEXCO, LLC and The Chicago Trust Company (incorporated by reference to Exhibit 4.46 to Dollar Thrifty Automotive Group, Inc.'s Form 10-Q for the quarterly period ended September 30, 2001, filed November 13, 2001 (File No. 001-13647)).
- 4.8.2 Amendment No. 1 to Second Amended and Restated Master Collateral Agency Agreement, dated as of June 2, 2009, among Dollar Thrifty Automotive Group, Inc., DTG Operations, Inc., Rental Car Finance Corp., the financing sources and beneficiaries named therein and Deutsche Bank Trust Company Americas, as master collateral agent (incorporated by reference to Exhibit 4.210 to Dollar Thrifty Automotive Group, Inc.'s Form 8-K, filed June 8, 2009 (File No. 001-13647)).
- 4.8.3 Amendment No. 1 to Master Exchange and Trust Agreement, dated as of April 23, 2010, among Rental Car Finance Corp., DTG Operations, Inc., Thrifty Rent-A-Car System, Inc., Chicago Deferred Exchange Company, LLC, VEXCO, LLC and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.224 to Dollar Thrifty Automotive Group, Inc.'s Form 10-Q for the quarterly period ended June 30, 2010, filed August 3, 2010 (File No. 001-13647)).
- 4.8.4 Collateral Assignment of Exchange Agreement, dated as of October 28, 2010, among Rental Car Finance Corp., DTG Operations, Inc. and Deutsche Bank Trust Company Americas, as master collateral agent (incorporated by reference to Exhibit 4.225 to Dollar Thrifty Automotive Group, Inc.'s Form 10-Q for the quarterly period ended September 30, 2010, filed November 2, 2010 (File No. 001-13647)).
- 4.8.5 Amendment No. 1 to Collateral Assignment of Exchange Agreement, dated as of November 25, 2013, among Rental Car Finance Corp., DTG Operations, Inc. and Deutsche Bank Trust Company Americas, as master collateral agent (Incorporated by reference to Exhibit 4.11.7 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.8.6 Third Amended and Restated Master Motor Vehicle Lease and Servicing Agreement (Group VII), dated as of June 17, 2015, among Rental Car Finance Corp., as lessor, DTG Operations, Inc., as lessee and servicer, The Hertz Corporation, as lessee and guarantor, and those permitted lessees from time to time becoming lessees and servicers thereunder, and Dollar Thrifty Automotive Group, Inc., as master servicer (Incorporated by reference to Exhibit 4.14.12 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.8.7 Amendment No. 2 to Master Exchange and Trust Agreement, dated as of October 28, 2010, among Rental Car Finance Corp., DTG Operations, Inc., Thrifty Rent-A-Car System, Inc., DB Like-Kind Exchange Services Corp., VEXCO, LLC and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.229 to Dollar Thrifty Automotive Group, Inc.'s Form 10-Q for the quarterly period ended September 30, 2010, filed November 2, 2010 (File No. 001-13647)).
- 4.8.8 Amendment No. 3 to Master Exchange and Trust Agreement, dated as of December 3, 2013, among Rental Car Finance Corp., DTG Operations, Inc., Thrifty Rent-A-Car System, Inc., DB Like-Kind Exchange Services Corp., VEXCO, LLC and Deutsche Bank Trust Company Americas (Incorporated by reference to Exhibit 4.11.10 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.8.9 Amendment No. 2 to Second Amended and Restated Master Collateral Agency Agreement, dated as of July 18, 2011, among Dollar Thrifty Automotive Group, Inc., DTG Operations, Inc., Rental Car Finance Corp. and Deutsche Bank Trust Company Americas, as master collateral agent (incorporated by reference to Exhibit 4.240 to Dollar Thrifty Automotive Group, Inc.'s Form 10-Q for the quarterly period ended June 30, 2011, filed August 8, 2011 (File No. 001-13647)).
- 4.8.10 Fourth Amended and Restated Series 2010-3 Supplement, dated as of June 17, 2015, among Rental Car Finance Corp., as issuer, Deutsche Bank Trust Company Americas, as trustee, and Hertz Vehicle Financing II LP, as Series 2010-3 Noteholder (Incorporated by reference to Exhibit 4.14.11 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).

- 4.8.11 Amendment No. 1, dated as of December 3, 2015, to the Third Amended and Restated Master Motor Vehicle Lease and Servicing Agreement (Group VII), dated as of December 3, 2015, among Rental Car Finance Corp., as lessor, DTG Operations, Inc., as lessee and servicer, The Hertz Corporation, as lessee and guarantor, and those permitted lessees from time to time becoming lessees and servicers thereunder, and Dollar Thrifty Automotive Group, Inc., as master servicer (Incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 8, 2015).
- 4.8.12 Amendment No. 3 to the Second Amended and Restated Master Collateral Agency Agreement, dated as of December 3, 2015, among Dollar Thrifty Automotive Group, Inc., Rental Car Finance Corp., DTG Operations, Inc., various financing sources and beneficiaries party thereto and Deutsche Bank Trust Company Americas, as master collateral agent (Incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 8, 2015).
- 4.8.13 Amendment No. 1, dated as of December 3, 2015, to the Fourth Amended and Restated Series 2010-3 Supplement, dated as of July 17, 2015, among Rental Car Finance Corp., as issuer, Deutsche Bank Trust Company Americas, as trustee, and Hertz Vehicle Financing II LP, as Series 2010-3 Noteholder (Incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 8, 2015).
- 4.9 Amended and Restated Series 2010-3 Administration Agreement, dated as of June 17, 2015, among Rental Car Finance Corp., The Hertz Corporation, and Deutsche Bank Trust Company Americas, as Trustee (Incorporated by reference to Exhibit 4.11.2 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.10.1 Amended and Restated Master Motor Vehicle Operating Lease and Servicing Agreement (Series 2013-G1), dated as of October 31, 2014, among The Hertz Corporation, as Lessee, Servicer, and Guarantor, DTG Operations, Inc., as a Lessee, Hertz Vehicle Financing LLC, as Lessor, and those permitted lessees from time to time becoming lessees thereunder (Incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.10.2 Amended and Restated Series 2013-G1 Supplement, dated as of October 31, 2014, among Hertz Vehicle Financing LLC, as Issuer, Hertz Vehicle Financing II LP, as Series 2013-G1 Noteholder, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Fourth Amended and Restated Base Indenture, dated as of November 25, 2013, between Hertz Vehicle Financing LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.11 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.10.3 Amended and Restated Series 2013-G1 Administration Agreement, dated as of October 31, 2014, among The Hertz Corporation, Hertz Vehicle Financing LLC, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.12 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.10.4 Second Amended and Restated Series 2014-A Supplement, dated as of December 3, 2015, among Hertz Vehicle Financing II LP, as Issuer, The Hertz Corporation, as Group I Administrator, Deutsche Bank AG, New York Branch, as Administrative Agent, certain Committed Note Purchasers, certain Conduit Investors, certain Funding Agents, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Group I Supplement, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 8, 2015).
- 4.10.5 Amendment No. 1 to the Amended and Restated Series 2013-G1 Supplement, dated as of June 17, 2015, among Hertz Vehicle Financing LLC, as Issuer, Hertz Vehicle Financing II LP, as Series 2013-G1 Noteholder, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Fourth Amended and Restated Base Indenture, dated as of November 25, 2013, between Hertz Vehicle Financing LLC, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.12.5 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).

- 4.10.6 Amendment No. 1 to the Amended and Restated Series 2014-A Supplement, dated as of June 17, 2015, among Hertz Vehicle Financing II LP, as Issuer, The Hertz Corporation, as Group I Administrator, Deutsche Bank AG, New York Branch, as Administrative Agent, Certain Committed Note Purchasers, Certain Conduit Investors, Certain Funding Agents, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Group I Supplement, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.12.6 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.11 Master Purchase and Sale Agreement, dated as of November 25, 2013, among The Hertz Corporation, as Transferor, Hertz General Interest LLC, as Transferor, Hertz Vehicle Financing LLC, as Transferor, and the new transferors party thereto from time to time (Incorporated by reference to Exhibit 4.17 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 4.12.1 Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Rental Car Asset Backed Notes (Issuable in Series) (Incorporated by reference to Exhibit 10.13 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.12.2 Amended and Restated Group I Supplement, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.14 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.12.3 Second Amended and Restated Series 2013-A Supplement, dated as of December 3, 2015, among Hertz Vehicle Financing II LP, as Issuer, The Hertz Corporation, as Group I Administrator, Deutsche Bank AG, New York Branch, as Administrative Agent, certain Committed Note Purchasers, certain Conduit Investors, certain Funding Agents, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Group I Supplement, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 8, 2015).
- 4.12.4 Amended and Restated Group II Supplement, dated as of June 17, 2015, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.14.9 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.12.5 Second Amended and Restated Series 2013-B Supplement, dated as of December 3, 2015, among Hertz Vehicle Financing II LP, as Issuer, The Hertz Corporation, as Group II Administrator, Deutsche Bank AG, New York Branch, as Administrative Agent, certain Committed Note Purchasers, certain Conduit Investors, certain Funding Agents, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Group II Supplement, dated as of June 17, 2015, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 8, 2015).
- 4.12.6 Amended and Restated Group I Administration Agreement, dated as of October 31, 2014, among The Hertz Corporation, Hertz Vehicle Financing II LP, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.16 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).

- 4.12.7 Amended and Restated Group II Administration Agreement, dated as of June 17, 2015, among The Hertz Corporation, Hertz Vehicle Financing II LP, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.14.10 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.12.8 Waiver and Consent, dated as of May 16, 2014, among The Hertz Corporation, Hertz Vehicle Financing II LP, Hertz Vehicle Financing LLC, Rental Car Finance Corp., DTG Operations, Inc. and the Lenders party thereto (Incorporated by reference to Exhibit 10.18 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.12.9 Amendment No. 1 to the Amended and Restated Group I Supplement, dated as of June 17, 2015, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.14.13 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.12.10 Amendment No. 1 to the Amended and Restated Series 2013-A Supplement, dated as of June 17, 2015, among Hertz Vehicle Financing II LP, as Issuer, The Hertz Corporation, as Group I Administrator, Deutsche Bank AG, New York Branch, as Administrative Agent, Certain Committed Note Purchasers, Certain Conduit Investors, Certain Funding Agents, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Group I Supplement, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 4.14.14 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 4.12.11 Amendment No. 1, dated as of December 3, 2015, to the Amended and Restated Group II Supplement, dated as of June 17, 2015, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 8, 2015).
- 4.12.12 Series 2016-1 Supplement, dated as of February 11, 2016, among Hertz Vehicle Financing II LP, as Issuer, The Hertz Corporation, as Group I Administrator, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Group I Supplement, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on February 18, 2016).
- 4.12.13 Series 2016-2 Supplement, dated as of February 11, 2016, among Hertz Vehicle Financing II LP, as Issuer, The Hertz Corporation, as Group I Administrator, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Amended and Restated Group I Supplement, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee and Securities Intermediary, to the Base Indenture, dated as of October 31, 2014, between Hertz Vehicle Financing II LP, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on February 18, 2016).
- 4.13 Extension of Waiver and Consent, dated as of June 12, 2014, among The Hertz Corporation, Hertz Vehicle Financing II LP, Hertz Vehicle Financing LLC, Rental Car Finance Corp., DTG Operations, Inc. and the Lenders party thereto (Incorporated by reference to Exhibit 10.19 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).
- 4.14 Waiver, Amendment and Consent, dated as of October 31, 2014, among The Hertz Corporation, Hertz Vehicle Financing II LP, Hertz Vehicle Financing LLC, Rental Car Finance Corp., DTG Operations, Inc., the Lenders party thereto, and The Bank of New York Mellon Trust Company, N.A., as Trustee (Incorporated by reference to Exhibit 10.20 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 4, 2014).

- 4.15 Waiver and Consent, dated as of June 17, 2015 among The Hertz Corporation, Hertz Vehicle Financing II LP, The Bank of New York Mellon Trust Company, N.A., and the Lenders party thereto (Incorporated by reference to Exhibit 4.19 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on August 10, 2015, as amended by Amendment No. 1 filed on November 9, 2015).
- 10.1.1 Credit Agreement, dated as of March 11, 2011, among The Hertz Corporation, the several lenders from time to time parties thereto, Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, Wells Fargo Bank, National Association, as Syndication Agent, Bank of America, N.A., Barclays Bank PLC, Citibank, N.A., Credit Agricole Corporate and Investment Bank and JPMorgan Chase Bank, N.A., as Co-Documentation Agents, Deutsche Bank Securities Inc., Barclays Capital, Citigroup Global Markets Inc., Credit Agricole Corporate and Investment Bank, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunning Managers (referred to as the Senior Term Facility) (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 17, 2011).
- 10.1.2 Guarantee and Collateral Agreement, dated as of March 11, 2011, between Hertz Investors, Inc., The Hertz Corporation, certain of its subsidiaries and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, relating to the Senior Term Facility (Incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 17, 2011).
- 10.1.3 Incremental Commitment Amendment, dated as of October 9, 2012, to that certain Credit Agreement, dated as of March 11, 2011, among The Hertz Corporation, the several banks and financial institutions parties thereto that constitute Tranche B-1 Term Lenders, and Deutsche Bank AG New York Branch, as Administrative Agent (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on October 10, 2012).
- 10.1.4 Amendment No. 2, dated as of April 8, 2013, to that certain Credit Agreement, dated as of March 11, 2011, among The Hertz Corporation, the several banks and financial institutions parties thereto as Lenders, and Deutsche Bank AG New York Branch, as Administrative Agent (Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on April 8, 2013).
- 10.1.5 Amendment and Waiver, dated as of December 15, 2014, among The Hertz Corporation, the several banks and financial institutions party thereto as lenders and Deutsche Bank AG New York Branch, as administrative agent (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 16, 2014).
- 10.2.1 Form of Omnibus Incentive Plan of the Registrant.*
- 10.2.2 Form of Performance Stock Unit Agreement under the Omnibus Incentive Plan of the Registrant (form used for Adjusted Corporate EBITDA awards).*
- 10.2.3 Form of Performance Stock Unit Agreement under the Omnibus Incentive Plan of the Registrant (form used for Donlen Adjusted Corporate EBITDA awards).*
- 10.2.4 Form of Performance Stock Unit Agreement under the Omnibus Incentive Plan of the Registrant (form used for EBITDA margin awards).*
- 10.2.5 Form of Performance Stock Unit Agreement under the Omnibus Incentive Plan of the Registrant (form used for NPS awards).*
- 10.2.6 Form of Restricted Stock Unit Agreement under the Omnibus Incentive Plan of the Registrant.*
- 10.2.7 Form of Restricted Stock Unit Agreement under the Omnibus Incentive Plan of the Registrant (form used for 3 year cliff vested awards).*
- 10.2.8 Form of Employee Stock Option Agreement under the Omnibus Incentive Plan of the Registrant.*
- 10.2.9 Form of Non-Employee Director Restricted Stock Unit Agreement under the Omnibus Incentive Plan of the Registrant.
- 10.3 The Hertz Corporation Supplemental Retirement and Savings Plan (as amended and restated, effective December 19, 2014) (Incorporated by reference to Exhibit 10.7 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on July 16, 2015).
- 10.4 The Hertz Corporation Supplemental Executive Retirement Plan (as amended and restated, effective October 22, 2014) (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on October 22, 2014).
- 10.5 The Hertz Corporation Benefit Equalization Plan (as amended and restated, effective October 22, 2014) (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on October 22, 2014).
- 10.6 Form of Senior Executive Bonus Plan of the Registrant.*

- 10.7.1 Hertz Global Holdings, Inc. Severance Plan for Senior Executives (Incorporated by reference to Exhibit 10.39 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on November 7, 2008).
- 10.7.2 Amendment to the Hertz Global Holdings, Inc. Severance Plan for Senior Executives, effective as of November 14, 2012 (Incorporated by reference to Exhibit 10.11.2 of the Registration Statement on Form S-4 of The Hertz Corporation (File No. 333-186328), as filed on January 31, 2013).
- 10.7.3 Amendment to the Hertz Global Holdings, Inc. Severance Plan for Senior Executives, effective as of February 11, 2013 (Incorporated by reference to Exhibit 10.11.3 to the Quarterly Report on Form 10-Q of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 2, 2013).
- 10.7.4 Amendment to the Hertz Global Holdings, Inc. Severance Plan for Senior Executives, effective as of February 25, 2016 (Incorporated by reference to Exhibit 10.10.4 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 10.8 Form of Change in Control Severance Agreement with executive officers of the Registrant.*
- 10.9 The Hertz Corporation Key Officer Postretirement Assigned Car Benefit Plan (Incorporated by reference to Exhibit 10.11 to Amendment No. 1 to the Registration Statement on Form S-1 of The Hertz Corporation (File No. 333-125764), as filed on August 30, 2005).
- 10.10 The Hertz Corporation Account Balance Defined Benefit Pension Plan (Incorporated by reference to Exhibit 10.12 to Amendment No. 1 to the Registration Statement on Form S-1 of The Hertz Corporation (File No. 333-125764), as filed on August 30, 2005).
- 10.11 The Hertz Corporation (UK) 1972 Pension Plan (Incorporated by reference to Exhibit 10.13 to Amendment No. 1 to the Registration Statement on Form S-1 (File No. 333-125764), as filed on August 30, 2005).
- 10.12 The Hertz Corporation (UK) Supplementary Unapproved Pension Scheme (Incorporated by reference to Exhibit 10.14 to Amendment No. 1 to the Registration Statement on Form S-1 of The Hertz Corporation (File No. 333-125764), as filed on August 30, 2005).
- 10.13 Non-Compete Agreement, dated April 10, 2000, between Hertz Europe Limited and Michel Taride (Incorporated by reference to Exhibit 10.6 to Amendment No. 1 to the Registration Statement on Form S-1 of The Hertz Corporation (File No. 333-125764), as filed on August 30, 2005).
- 10.14 Form of Director Indemnification Agreement.*
- 10.15 Second Amended and Restated Indemnification Agreement, dated as of September 18, 2009, among The Hertz Corporation, Hertz Vehicles LLC, Hertz Funding Corp., Hertz General Interest LLC, and Hertz Vehicle Financing LLC (Incorporated by reference to Exhibit 10.21 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 19, 2014).
- 10.16 Living accommodation and optional purchase agreement, dated as of July 7, 2011, between Michel Taride and Hertz Europe Ltd. (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on July 8, 2011).
- 10.17.1 Offer Letter, signed on December 2, 2013, between Thomas C. Kennedy and The Hertz Corporation (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 2, 2013).
- 10.17.2 Compensation Letter, dated as of January 20, 2015, from The Hertz Corporation to Thomas C. Kennedy (Incorporated by reference to Exhibit 10.42 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on July 16, 2015).
- 10.18.1 Term Sheet for Employment Arrangements with Chief Executive Officer, dated as of November 20, 2014, between Hertz Global Holdings, Inc. and John P. Tague (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on November 25, 2014).
- 10.18.2 Employment Agreement, dated as of November 21, 2014, between Hertz Global Holdings, Inc. and John P. Tague (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 22, 2014).
- 10.18.3 Change in Control Severance Agreement, dated as of November 21, 2014, between Hertz Global Holdings, Inc. and John P. Tague (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on December 22, 2014).
- 10.18.4 Letter Agreement between Hertz Global Holdings, Inc. and John P. Tague, dated March 31, 2015 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139) and The Hertz Corporation (File No. 001-07541), as filed on April 3, 2015).
- 10.18.5 Letter Agreement dated June 30, 2015, by and between John P. Tague and Hertz Global Holdings, Inc. (Incorporated by reference to Exhibit 10.41 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on July 16, 2015).

- 10.19 Term Sheet for Employment Arrangements with Thomas J. Sabatino, Jr., dated as of January 16, 2015, between Hertz Global Holdings, Inc. and Thomas J. Sabatino, Jr. (Incorporated by reference to Exhibit 10.38 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 10.20 Term Sheet for Employment Arrangements with Tyler Best, dated as of December 23, 2014, between Hertz Global Holdings, Inc. and Tyler Best (Incorporated by reference to Exhibit 10.39 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 10.21 Term Sheet for Employment Arrangements with Jeffrey T. Foland, dated as of January 15, 2015, between Hertz Global Holdings, Inc. and Jeffrey T. Foland (Incorporated by reference to Exhibit 10.40 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on February 29, 2016).
- 10.22 Form of Tax Matters Agreement by and among the Registrant, HERC Holdings, The Hertz Corporation, and Hertz Equipment Rental Corporation.*
- 10.23 Form of Transition Services Agreement by and between the Registrant and HERC Holdings.*
- 10.24 Form of Employee Matters Agreement by and between the Registrant and HERC Holdings.*
- 10.25 Form of Intellectual Property Agreement by and among the Registrant, HERC Holdings and The Hertz Corporation.*
- 21.1 List of Subsidiaries of Registrant.*
- 99.1 Information Statement of HERC Holdings, subject to completion, dated May 20, 2016.
- 99.2 Annual Report on Form 10-K for the year ended December 31, 2015 of Hertz Global Holdings, Inc., as filed on February 29, 2016 as amended by the Form 10-K/A filed on March 4, 2016 (Incorporated by reference to such filings (File No. 001-33139)).
- 99.3 Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016 of Hertz Global Holdings, Inc., as filed on May 9, 2016 (Incorporated by reference to such filing (File No. 001-33139)).

* Filed herewith.

** The Registrant hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the U.S. Securities and Exchange Commission upon request.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

HERTZ RENTAL CAR HOLDING COMPANY, INC.
(Registrant)

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

Date: May 20, 2016

SEPARATION AND DISTRIBUTION AGREEMENT

between

HERTZ GLOBAL HOLDINGS, INC.

and

HERC HOLDINGS INC.

Dated as of , 2016

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SEPARATION AND DISTRIBUTION AGREEMENT

SEPARATION AND DISTRIBUTION AGREEMENT (this "Agreement"), dated as of _____, 2016, between Hertz Global Holdings, Inc., a Delaware corporation (f/k/a Hertz Rental Car Holding Company, Inc., "New Hertz Holdings"), and Herc Holdings Inc., a Delaware corporation (f/k/a Hertz Global Holdings, Inc., "HERC Holdings").

RECITALS

A. Prior to the Separation and Distribution, HERC Holdings was named "Hertz Global Holdings, Inc." and served as the holding company for the consolidated Car Rental Business and Equipment Rental Business. HERC Holdings is referred to herein, prior to the Distribution, as "Old Hertz Holdings."

B. New Hertz Holdings was incorporated on August 28, 2015 under the name "Hertz Rental Car Holding Company, Inc.," for the purpose of serving as the top-level holding company of the Car Rental Business in connection with the Separation and Distribution.

C. HERC Holdings will serve as the top-level holding company of the Equipment Rental Business in connection with the Separation and Distribution.

D. The Old Hertz Holdings Board has determined that it is appropriate, desirable and in the best interests of Old Hertz Holdings and its stockholders to separate Old Hertz Holdings into two independent publicly traded companies: (a) New Hertz Holdings, which following the Distribution will own and conduct, directly and indirectly, the Car Rental Business; and (b) HERC Holdings, which following the Distribution will own and conduct, directly and indirectly, the Equipment Rental Business.

E. On the Distribution Date and subject to the terms and conditions of this Agreement, Old Hertz Holdings shall distribute to the Record Holders, on a pro rata basis, all the outstanding shares of common stock, par value \$0.01 per share, of New Hertz Holdings ("New Hertz Holdings Common Stock") owned by Old Hertz Holdings (the "Distribution").

F. The Distribution is intended to qualify as a tax-free spin-off pursuant to Section 355 of the Internal Revenue Code of 1986, as amended (the "Code").

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Table of Definitions. The following terms have the meanings set forth in the sections of this Agreement referenced below:

<u>Definition</u>	<u>Section</u>
Agreement	Preamble
Code	Recitals
Confidential Information	Section 6.7(a)
Consent Settlement	Section 5.5(b)
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D&O Policies	Section 4.5(c)
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Distribution	Recitals
Distribution Expenses	Section 8.2
Distributions	Section 3.2(a)
Executive List	Section 7.2(a)
HERC Cash Transfers	Section 2.9(c)
HERC Holdings	Preamble
HERC Holdings Credit Support Instruments	Section 2.7(b)
HERC Holdings Indemnified Parties	Section 5.2
HERC Holdings Portion	Section 4.3
Hertz Credit Support Instruments	Section 2.7(a)
Hertz Indemnified Parties	Section 5.3
Hertz Portion	Section 4.3
Indemnified Party	Section 5.4
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Indemnity Payment	Section 5.6(a)
Litigation Matters	Section 6.6(a)
Managing Party	Section 4.2(a)
Mediation Trigger Date	Section 7.2(b)
New Hertz Holdings	Preamble
New Hertz Holdings Common Stock	Recitals
Non-Managing Party	Section 4.2(a)
Old Hertz Holdings	Recitals
Privileged Information	Section 6.6(a)
Restatement	Section 5.1(c)(iii)
Retained Information	Section 6.5
Third Party	Section 5.5(a)
Third Party Claim	Section 5.5(a)

Section 1.2 Certain Defined Terms. For the purposes of this Agreement:

“Action” means any claim, demand, action, suit, countersuit, audit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any United States or non-United States federal, state, provincial, territorial, local or international arbitration or mediation tribunal.

“Affiliate” of any Person means a Person that controls, is controlled by, or is under common control with such Person; provided, however, that for purposes of this Agreement and the Ancillary Agreements (except as otherwise provided in any such Ancillary Agreement), none of the HERC Holdings Entities shall be deemed to be an Affiliate of any Hertz Entity and none of the Hertz Entities shall be deemed to be an Affiliate of any HERC Holdings Entity. As used in this definition of “Affiliate,” “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

“Agent” means Computershare Investor Services LLC.

“Ancillary Agreements” means the Employee Matters Agreement, the Intellectual Property Agreement, the Tax Matters Agreement and the Transition Services Agreement and any other instruments, assignments, documents and agreements executed (but to which no Third Party is a party) in connection with the implementation of the transactions contemplated by this Agreement, including the Internal Reorganization.

“Applicable HERC Holdings Proportion” means with respect to any Shared Liability, fifteen percent (15%).

“Applicable Hertz Proportion” means with respect to any Shared Liability, eighty-five percent (85%).

“Applicable Proportion” means (a) as to New Hertz Holdings, the Applicable Hertz Proportion and (b) as to HERC Holdings, the Applicable HERC Holdings Proportion.

“Assets” means all assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other Third Parties or elsewhere), whether real, personal or mixed, tangible, intangible, corporeal, incorporeal or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

- (a) all accounting and other books, records and files whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;
- (b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, equipment, including vehicle and equipment fleet, industrial, construction and material handling equipment, furniture, office equipment, automobiles, trucks, aircraft, motor vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;
- (c) all inventories of materials, parts, supplies, raw materials, work-in-process and finished goods and products;

- (d) all interests in real property of whatever nature, including easements and rights-of-way, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee, concessionaire or otherwise, and copies of all related documentation;
- (e) all interests in any capital stock or other equity, partnership, membership, joint venture or similar interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;
- (f) all license agreements, franchise agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the sale of products, agreements with original equipment manufacturers for the supply of vehicles, equipment or products or the guaranteed purchase or repurchase of vehicles, equipment or products and other contracts, agreements or commitments;
- (g) all deposits, letters of credit and performance and surety bonds;
- (h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals, and materials and analyses prepared by consultants and other Third Parties;
- (i) all domestic and foreign patents, copyrights, trade names, trademarks, service marks and registrations and applications for any of the foregoing, mask works, trade secrets, formulae, know-how, domain names, social media accounts and addresses, inventions, other proprietary information and licenses from Third Parties granting the right to use any of the foregoing;
- (j) all computer hardware and applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation and instructions;
- (k) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, records pertaining to customers and customer accounts, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;
- (l) all prepaid expenses, trade accounts and other accounts and notes receivable;
- (m) all rights under contracts or agreements, all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contingent;
- (n) all insurance proceeds, copies of all documentation related to insurance policies and rights under insurance policies and all other rights in the nature of insurance, indemnification or contribution;
- (o) all licenses, permits, concessions, approvals, registrations and authorizations that have been issued by any Governmental Authority and all pending applications therefor;

(p) all cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements; and

(q) all interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

“Car Rental Business” means:

(a) the business and operations conducted by Old Hertz Holdings and its Subsidiaries prior to the Distribution comprising what is referred to in the Form 10-Q as the U.S. Car Rental, International Car Rental and All Other Operations segments, including the rental of cars, crossovers and light trucks on a global basis and the operation of Donlen’s fleet leasing and management services; and

(b) any other businesses or operations conducted primarily through the use of the Hertz Assets.

For the avoidance of doubt, this definition of “Car Rental Business” shall not be construed to transfer to any member of either Group any trademark or other intellectual property governed by the Intellectual Property Agreement.

“Cash Equivalents” means (a) cash and (b) marketable securities, short-term instruments and other cash equivalents, demand deposits or similar accounts.

“CI Recipients” means, with respect to a party hereto, the other members of its Group, and its and their directors, officers, employees, agents and advisors.

“Consents” means any consents, waivers or approvals from, or notification requirements to, any Person other than a member of either Group.

“Credit Support Instruments” means surety bonds, letters of credit or similar assurances or other credit support, including any such support for insurance or self-insurance obligations; provided, however, that “Credit Support Instruments” shall, for the avoidance of doubt, not include any guarantees of one party (or a member of its Group) for Liabilities of the other party (or a member of its Group), which guarantees are the subject of Section 2.4 and Section 2.5 hereof.

“Distribution Date” means the date, determined by the Old Hertz Holdings Board, on which the Distribution occurs.

“Distribution Ratio” means the number of shares of New Hertz Holdings Common Stock distributed in respect of each share of Old Hertz Holdings Common Stock in the Distribution, which ratio shall have been determined by the Old Hertz Holdings Board prior to the Record Date.

“Donlen” means Donlen Corporation, an Illinois corporation.

“Employee Matters Agreement” means the Employee Matters Agreement, dated as of the date hereof, between New Hertz Holdings and HERC Holdings, as the same may be amended or modified from time to time.

“Environmental Laws” means all Laws, including all judicial and administrative orders, determinations, and consent agreements or decrees, that (a) relate to pollution, protection of the environment or human exposure to Hazardous Substances, (b) classify, list, designate or define any waste, chemical, substance or material as a Hazardous Substance or (c) call for the remediation of or require reporting with respect to Hazardous Substances or regulate the use, manufacture, generation, handling, labeling, testing, transport, treatment, storage, processing, discharge, disposal, release, threatened release, control or cleanup of Hazardous Substances or materials containing Hazardous Substances.

“Environmental Liabilities” means any Liabilities, arising out of or resulting from any Environmental Law, contract or agreement relating to the environment, Hazardous Substances or human exposure to Hazardous Substances, including (a) fines, penalties, judgments, awards, settlements, losses, damages (including consequential damages), costs, fees (including attorneys’ and consultants’ fees), expenses and disbursements, (b) costs of defense and other responses to any administrative or judicial action (including notices, claims, complaints, suits and other assertions of liability) and (c) responsibility for any investigation, remediation, monitoring or cleanup costs, injunctive relief, natural resource damages, and any other environmental compliance or remedial measures, in each case known or unknown, foreseen or unforeseen.

“Equipment Rental Business” means:

(a) the business and operations conducted by Old Hertz Holdings and its Subsidiaries prior to the Distribution comprising what is referred to in the Form 10-Q as the Worldwide Equipment Rental segment, including the rental of industrial, construction and material handling equipment on a global basis; and

(b) any other businesses or operations conducted primarily through the use of the HERC Holdings Assets.

For the avoidance of doubt, this definition of “Equipment Rental Business” shall not be construed to transfer to any member of either Group any trademark or other intellectual property governed by the Intellectual Property Agreement.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

“Finally Determined” means, with respect to any Action or threatened Action or other matter in respect of which indemnification may be sought pursuant to Section 5.2 or Section 5.3, that the outcome or resolution of that Action or threatened Action or other matter has either (a) been decided by an arbitrator or Governmental Authority of competent jurisdiction by judgment, order, award or other ruling or (b) been settled or voluntarily dismissed and, in the case of each of clauses (a) and (b), the claimants’ rights to maintain that Action or threatened Action or other matter have been finally adjudicated, waived, discharged or extinguished, and that judgment, order, ruling, award, settlement or dismissal (whether mandatory or voluntary, but if voluntary that dismissal must be final, binding and with prejudice as to all claims specifically pleaded in that Action) is subject to no further appeal, vacatur proceeding or discretionary review.

“Form 10” means the registration statement on Form 10 filed by New Hertz Holdings with the SEC pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time.

“Form 10-Q” means the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016 filed by Old Hertz Holdings with the SEC on May 9, 2016.

“GAAP” means United States generally accepted accounting principles applied on a consistent basis.

“Governmental Approvals” means any notices, reports or other filings to be given to or made with, or any releases, Consents, substitutions, approvals, amendments, registrations, permits, concessions or authorizations to be obtained from, any Governmental Authority.

“Governmental Authority” means any United States or non-United States federal, state, provincial, territorial, local, tribal or international court, government, department, commission, board, bureau, agency, official or other legislative, judicial, regulatory, administrative or governmental authority.

“Group” means the Hertz Group or the HERC Holdings Group, as the context requires.

“Hazardous Substances” means all materials, wastes or substances defined by or regulated under any Environmental Laws as contaminants or as hazardous, restricted or toxic.

“HERC” means Here Rentals Inc., formerly known as Hertz Equipment Rental Corporation, a Delaware corporation and wholly owned subsidiary of HERC Holdings.

“HERC Credit Facility” means the Credit Agreement, dated as of , 2016, among HERC, the U.S. Subsidiary Borrowers from time to time party thereto, the Canadian Borrowers from time to time party thereto, the several banks and other financial institutions from time to time parties thereto, Citibank, N.A., as administrative agent and collateral agent, Citibank, N.A., as Canadian agent and as Canadian collateral agent and Bank of America, N.A., as co-collateral agent.

“HERC Financing Arrangements” means the financing arrangements and agreements (other than the HERC Credit Facility) to be entered into on or prior to the Distribution Date, pursuant to which HERC shall be entitled to borrow or have access to a principal amount of at least \$ _____ in the aggregate.

“HERC Holdings Action” means (a) Actions arising out of or related exclusively to the HERC Holdings Assets or the Equipment Rental Business and (b) the Actions arising out of or related to both the HERC Holdings Assets or the Equipment Rental Business and the Hertz Assets or the Car Rental Business, in each case of this clause (b), that are described on Schedule 1.2(1).

“HERC Holdings Assets” means:

(a) (i) all of the Assets used, held for use or acquired or developed for use by Old Hertz Holdings or any direct or indirect Subsidiary of Old Hertz Holdings exclusively in the Equipment Rental Business, (ii) the Assets used, held for use or acquired or developed for use by Old Hertz Holdings or any direct or indirect Subsidiary of Old Hertz Holdings in both the Car Rental Business and the Equipment Rental Business listed or described on Schedule 1.2(2) and (iii) all other Assets that are expressly provided in this Agreement or any Ancillary Agreement as Assets to be transferred to or

retained by any member of the HERC Holdings Group, including any corporate books and records and other Information that primarily relates to (A) the Equipment Rental Business, (B) the HERC Holdings Group's former businesses, (B) the HERC Holdings Assets or (D) the HERC Holdings Liabilities;

(b) all interests in the capital stock of, or any other equity interests in, the members of the HERC Holdings Group (other than HERC Holdings), and the capital stock and other equity, partnership, membership, joint venture and similar interests listed on Schedule 1.2(3);

(c) all Assets reflected as assets of the members of the HERC Holdings Group on the HERC Holdings Balance Sheet and any Assets acquired by or for any member of the HERC Holdings Group subsequent to the date of the HERC Holdings Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the HERC Holdings Balance Sheet if prepared in accordance with GAAP, subject to any dispositions of any such Assets subsequent to the date of the HERC Holdings Balance Sheet;

(d) all licenses, permits, concessions, approvals, registrations and authorizations issued by any Governmental Authority that relate exclusively to the Equipment Rental Business or the HERC Holdings Assets and are held in the name of any member of the Hertz Group;

(e) all rights, interests and claims of either party or the members of its respective Group under the HERC Holdings Contracts;

(f) all Assets owned or held immediately prior to the Distribution by Old Hertz Holdings or any of its Subsidiaries that primarily relate to or are primarily used in the Equipment Rental Business (the intention of this clause (f) is only to rectify any inadvertent omission of transfer or conveyance of any Asset that, had the parties given specific consideration to such Asset as of the date of this Agreement, would have otherwise been classified as a HERC Holdings Asset; no Asset shall be a HERC Holdings Asset solely as a result of this clause (f) unless a claim with respect thereto is made by HERC Holdings on or prior to the date that is eighteen (18) months after the Distribution); and

(g) all recoveries or other Assets (net of any expenses) received by any member of either Group with respect to any HERC Holdings Action.

Notwithstanding the foregoing, the HERC Holdings Assets shall not include any Assets governed by the Tax Matters Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a HERC Holdings Asset, any item explicitly included in clause (a), (b) or (g) of the definition of "Hertz Assets" shall take priority over any of clauses (c) through (f) of this definition of "HERC Holdings Assets" and clause (f) of the definition of "Hertz Assets" shall take priority over clause (c) of this definition of "HERC Holdings Assets."

"HERC Holdings Balance Sheet" means the unaudited combined balance sheet of HERC Holdings, including the notes thereto, as of March 31, 2016, included in the Information Statement.

"HERC Holdings Board" means the board of directors of HERC Holdings.

"HERC Holdings Contracts" means the following contracts, agreements, arrangements, commitments or understandings to which either party or any member of its respective Group is a party or by which it or its Assets is bound, whether or not in writing, in each case as of the Distribution:

(a) any contract, agreement, arrangement, commitment or understanding that relates exclusively to the Equipment Rental Business; and

(b) the HERC Holdings Portion of any Shared Contract, as provided in Section 4.3.

“HERC Holdings Entities” means the members of the HERC Holdings Group.

“HERC Holdings Group” means HERC Holdings, HERC and each other Person that will be a direct or indirect Subsidiary of HERC Holdings immediately after the Distribution and each Person that is or becomes a member of the HERC Holdings Group after the Distribution, including any Person that is or was merged into HERC Holdings or any such direct or indirect Subsidiary.

“HERC Holdings Liabilities” means:

(a) (i) the Liabilities related to both the HERC Holdings Assets and the Hertz Assets that are listed or described on Schedule 1.2(4) and (ii) all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed by any member of the HERC Holdings Group, and all obligations and Liabilities of any member of the HERC Holdings Group under this Agreement or any of the Ancillary Agreements;

(b) all Liabilities relating to, arising out of or resulting from the indebtedness of Old Hertz Holdings and its Subsidiaries listed on Schedule 1.2(5) (including any Liabilities relating to, arising out of or resulting from a claim by a holder of any such indebtedness, in its capacity as such), or relating to, arising out of or resulting from the indebtedness of any member of the HERC Holdings Group incurred in connection with the Distribution, including the HERC Credit Facility and the HERC Financing Arrangements;

(c) all Liabilities reflected as liabilities or obligations on the HERC Holdings Balance Sheet, and all Liabilities arising or assumed after the date of the HERC Holdings Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations as of such date, would have been reflected on the HERC Holdings Balance Sheet if prepared in accordance with GAAP, subject to any discharge of such Liabilities subsequent to the date of the HERC Holdings Balance Sheet;

(d) all Liabilities relating to, arising out of or resulting from any HERC Holdings Action;

(e) all Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in (i) the Form 10 relating to the Equipment Rental Business and (ii) the Information Statement relating to the Equipment Rental Business, including but not limited to the items specified on Schedule 1.2(6), and in each case other than the other items specified on Schedule 1.2(7);

(f) all Known Environmental Liabilities set forth on Schedule 1.2(8);

(g) all Unknown Environmental Liabilities associated with any current or former properties used in the operation of the Equipment Rental Business, including the facilities listed or described on Schedule 1.2(9);

(h) all Liabilities to the extent relating to, arising out of or resulting from businesses or operations of Old Hertz Holdings or any of its Subsidiaries or any of their respective Predecessors terminated, divested or discontinued less than six (6) years prior to the date of this Agreement, in each case, that are listed or described on Schedule 1.2(10);

(i) all Liabilities, except Shared Liabilities, to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the Equipment Rental Business, as conducted at any time prior to the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority), which act or failure to act relates to the Equipment Rental Business);

(ii) the operation or conduct of any business conducted by any member of the HERC Holdings Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority));

(iii) any HERC Holdings Asset; or

(iv) any Environmental Liability resulting from any properties included in or associated with the HERC Holdings Assets (including any business, operations or properties, and any Liability resulting from off-site disposal of waste from such business, operations or properties, for which a current or future owner or operator of the HERC Holdings Assets or the Equipment Rental Business may be alleged to be responsible as a matter of Law, contract or otherwise due to such ownership or operation of the HERC Holdings Assets or the Equipment Rental Business) arising on or after the Distribution; and

(j) the Applicable HERC Holdings Proportion of any Shared Liability.

Notwithstanding the foregoing, the HERC Holdings Liabilities shall not include any Liabilities governed by the Tax Matters Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a HERC Holdings Liability, any item explicitly included in clause (a), (b), (d), (e), (f), (g) or (h) of the definition of "Hertz Liabilities" shall take priority over any of clauses (c) and (i) of this definition of "HERC Holdings Liabilities."

"Hertz" means The Hertz Corporation, a Delaware corporation and wholly owned subsidiary of New Hertz Holdings.

"Hertz Action" means (a) Actions arising out of or related exclusively to the Hertz Assets or the Car Rental Business and (b) the Actions arising out of or related to both the Hertz Assets or the Car Rental Business and the HERC Holdings Assets or the Equipment Rental Business, in each case of this clause (b), that are described on Schedule 1.2(11).

"Hertz Assets" means:

(a) (i) all of the Assets used, held for use or acquired or developed for use by Old Hertz Holdings or any direct or indirect Subsidiary of Old Hertz Holdings exclusively in the Car Rental Business, (ii) the Assets used, held for use or acquired or developed for use by Old Hertz Holdings or any direct or indirect Subsidiary of Old Hertz Holdings in both the Car Rental Business and the Equipment Rental Business listed or described on Schedule 1.2(12) and (iii) all other Assets that are expressly provided in this Agreement or any Ancillary Agreement as Assets to be transferred to or retained by any member of the Hertz Group, including any corporate books and records and other Information that primarily relates to (A) the Car Rental Business, (B) the Hertz Group's former businesses, (C) the Hertz Assets or (D) the Hertz Liabilities;

(b) all interests in the capital stock of, or any other equity interests in, the members of the Hertz Group (other than New Hertz Holdings), and the capital stock and other equity, partnership, membership, joint venture and similar interests set on Schedule 1.2(13);

(c) all Assets reflected as assets of the members of the Hertz Group on the New Hertz Holdings Balance Sheet and any Assets acquired by or for any member of the Hertz Group subsequent to the date of the New Hertz Holdings Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the New Hertz Holdings Balance Sheet if prepared in accordance with GAAP, subject to any dispositions of any such Assets subsequent to the date of the New Hertz Holdings Balance Sheet;

(d) all licenses, permits, concessions, approvals, registrations and authorizations issued by any Governmental Authority that relate exclusively to the Car Rental Business or the Hertz Assets and are held in the name of any member of the HERC Holdings Group;

(e) all rights, interests and claims of either party or the members of its respective Group under the Hertz Contracts;

(f) all Assets owned or held immediately prior to the Distribution by Old Hertz Holdings or any of its Subsidiaries that primarily relate to or are primarily used in the Car Rental Business (the intention of this clause (f) is only to rectify any inadvertent omission of transfer or conveyance of any Asset that, had the parties given specific consideration to such Asset as of the date of this Agreement, would have otherwise been classified as a Hertz Asset; no Asset shall be a Hertz Asset solely as a result of this clause (f) unless a claim with respect thereto is made by New Hertz Holdings on or prior to the date that is eighteen (18) months after the Distribution); and

(g) all recoveries or other Assets (net of any expenses) received by any member of either Group with respect to any Hertz Action.

Notwithstanding the foregoing, the Hertz Assets shall not include any Assets governed by the Tax Matters Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a Hertz Asset, any item explicitly included in clause (a), (b) or (g) of the definition of "HERC Holdings Assets" shall take priority over any of clauses (c) through (f) of this definition of "Hertz Assets" and clause (f) of the definition of "HERC Holdings Assets" shall take priority over clause (c) of this definition of "Hertz Assets."

“Hertz Contracts” means the following contracts, agreements, arrangements, commitments or understandings to which either party or any member of its respective Group is a party or by which it or its Assets is bound, whether or not in writing, in each case as of the Distribution:

- (a) any contract, agreement, arrangement, commitment or understanding that relates exclusively to the Car Rental Business; and
- (b) the Hertz Portion of any Shared Contract, as provided in Section 4.3.

“Hertz Entities” means the members of the Hertz Group.

“Hertz Group” means New Hertz Holdings, Hertz and each other Person that will be a direct or indirect Subsidiary of New Hertz Holdings immediately prior to the Distribution (but after giving effect to the Internal Reorganization), including the entities listed on Schedule 1.2(14), and each Person that is or becomes a member of the Hertz Group after the Distribution, including in all circumstances any Person that is or was merged into New Hertz Holdings or any such direct or indirect Subsidiary.

“Hertz Liabilities” means:

(a) (i) Liabilities related to both the HERC Holdings Assets and the Hertz Assets that are listed or described on Schedule 1.2(15) and (ii) all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed by any member of the Hertz Group, and all obligations and Liabilities of any member of the Hertz Group under this Agreement or any of the Ancillary Agreements;

(b) all Liabilities relating to, arising out of or resulting from the indebtedness of Old Hertz Holdings and its Subsidiaries listed on Schedule 1.2(16) (including any Liabilities relating to, arising out of or resulting from a claim by a holder of any such indebtedness, in its capacity as such), or relating to, arising out of or resulting from the indebtedness of any member of the Hertz Group incurred in connection with the Distribution, including the New Hertz Financing Arrangements;

(c) all Liabilities reflected as liabilities or obligations on the New Hertz Holdings Balance Sheet, and all Liabilities arising or assumed after the date of the New Hertz Holdings Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations as of such date, would have been reflected on the New Hertz Holdings Balance Sheet if prepared in accordance with GAAP, subject to any discharge of such Liabilities subsequent to the date of the New Hertz Holdings Balance Sheet;

(d) all Liabilities relating to, arising out of or resulting from any Hertz Action;

(e) all Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to (i) all information contained in the Form 10 relating to the Car Rental Business, including but not limited to the items specified on Schedule 1.2(17), and (ii) the Information Statement relating to the Car Rental Business, in each case other than any items specified on Schedule 1.2(7);

(f) all Known Environmental Liabilities, except for those set forth on Schedule 1.2(8);

(g) all Unknown Environmental Liabilities associated with any current or former properties used in the operation of the Car Rental Business, including the facilities listed or described on Schedule 1.2(18);

(h) all Liabilities to the extent relating to, arising out of or resulting from businesses or operations of Old Hertz Holdings or any of its Subsidiaries or any of their respective Predecessors terminated, divested or discontinued less than six (6) years prior to the date of this Agreement, in each case, that are listed or described on Schedule 1.2(19);

(i) all Liabilities, except Shared Liabilities, to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the Car Rental Business, as conducted at any time prior to the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority), which act or failure to act relates to the Car Rental Business);

(ii) the operation or conduct of any business conducted by any member of the Hertz Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority));

(iii) any Hertz Asset; or

(iv) any Environmental Liability resulting from any properties included in or associated with the Hertz Assets (including any business, operations or properties, and any Liability resulting from off-site disposal of waste from such business, operations or properties, for which a current or future owner or operator of the Hertz Assets or the Car Rental Business may be alleged to be responsible as a matter of Law, contract or otherwise due to such ownership or operation of the Hertz Assets or the Car Rental Business), arising on or after the Distribution; and

(j) the Applicable Hertz Proportion of any Shared Liability.

Notwithstanding the foregoing, the Hertz Liabilities shall not include any Liabilities governed by the Tax Matters Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a Hertz Liability, any item explicitly included in clause (a), (b), (d), (e), (f), (g) or (h) of the definition of "HERC Holdings Liabilities" shall take priority over any of clauses (c) and (i) of this definition of "Hertz Liabilities."

"Information" means all records, books, contracts, instruments, computer data and other data and information.

“Information Statement” means the Information Statement, attached as an exhibit to the Form 10, sent or otherwise made available to each Old Hertz Holdings Stockholder in connection with the Distribution, as such Information Statement may be amended or supplemented from time to time.

“Insurance Proceeds” means those monies received by or on behalf of an insured from a Third Party insurance carrier or paid by a Third Party insurance carrier on behalf of the insured.

“Intellectual Property Agreement” means the Intellectual Property Agreement, dated as of the date hereof, among Hertz System, Inc., Hertz and HERC Holdings, and all agreements exhibited thereto and executed as of the date hereof, including the Trademark, Trade Name, Domain and Related Rights License Agreement, Trademark Assignment Agreement, Coexistence Agreement and Domain Name Assignment, in each case as the same may be amended or modified from time to time.

“Intercompany Agreement” means any agreement, arrangement, commitment or understanding, whether or not in writing, between or among any Hertz Entity, on the one hand, and any HERC Holdings Entity, on the other hand. Notwithstanding the foregoing, none of this Agreement and the Ancillary Agreements to be entered into by any of the parties or any Hertz Entities and HERC Holdings Entities shall be an Intercompany Agreement.

“Internal Reorganization” means all of the transactions, other than the Distribution, described in the document entitled “Detailed Transaction Steps,” dated as of the date of this Agreement, exchanged between New Hertz Holdings and HERC Holdings.

“Internal Spin-Off” means all of the transactions described in Annex A of the document entitled “Detailed Transaction Steps,” dated as of the date of this Agreement, exchanged between New Hertz Holdings and HERC Holdings.

“Known Environmental Liabilities” means those Environmental Liabilities listed on Schedule 1.2(20) relating to events or conditions occurring or arising during the period prior to the Distribution.

“Law” means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, government approval, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether in effect on or after the date of this Agreement, in each case, as amended.

“Liabilities” means any and all losses, claims, charges, debts, demands, Actions, damages, obligations, payments, costs and expenses, sums of money, bonds, indemnities and similar obligations, penalties, covenants, contracts, controversies, agreements, promises, omissions, guarantees, make whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether absolute or contingent, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any Law, Action, threatened or contemplated Action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys’ fees and any and all costs and expenses incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions), order or consent decree of any Governmental Authority or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking, including those arising under this Agreement or any Ancillary Agreement or incurred by a party hereto or thereto in connection with enforcing its rights to indemnification hereunder or thereunder, in each case, whether or

not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

“New Hertz Financing Arrangements” means the refinancing of that certain Credit Agreement, dated as of March 11, 2011, among Hertz, the several lenders from time to time parties thereto, Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, Wells Fargo Bank, National Association, as Syndication Agent, Bank of America, N.A., Barclays Bank PLC, Citibank, N.A., Credit Agricole Corporate and Investment Bank and JPMorgan Chase Bank, N.A., as Co-Documentation Agents, Deutsche Bank Securities Inc., Barclays Capital, Citigroup Global Markets Inc., Credit Agricole Corporate and Investment Bank, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunning Managers to be entered into on or prior to the Distribution Date.

“New Hertz Holdings Balance Sheet” means the unaudited pro forma condensed consolidated balance sheet of Old Hertz Holdings, including the notes thereto, as of March 31, 2016, included in the Current Report on Form 8-K filed by Old Hertz Holdings on , 2016.

“New Hertz Holdings Board” means the board of directors of New Hertz Holdings.

“NYSE” means the New York Stock Exchange.

“Old Hertz Holdings Board” means the board of directors of Old Hertz Holdings.

“Old Hertz Holdings Common Stock” means the common stock, par value \$0.01 per share, of Old Hertz Holdings.

“Old Hertz Holdings Stockholders” means the stockholders of record of Old Hertz Holdings.

“Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

“Predecessor” means an entity whose rights, interests, assets, obligations, liabilities and duties the current entity has assumed, either through acquisition, merger or by operation of law.

“Record Date” means 5:00 p.m., New York City time, on the date determined by the Old Hertz Holdings Board as the record date for determining the Old Hertz Holdings Stockholders entitled to receive shares of New Hertz Holdings Common Stock in the Distribution.

“Record Holders” means the Old Hertz Holdings Stockholders as of the Record Date.

“SEC” means the Securities and Exchange Commission.

“Security Interest” means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer or other encumbrance of any nature whatsoever.

“Separation” means (a) the Internal Reorganization, (b) any other actions to be taken pursuant to Article II and (c) any other transfers of Assets and assumptions of Liabilities, in each case,

between a member of one Group and a member of the other Group, provided for in this Agreement or any Ancillary Agreement.

“Shared Account” means an account receivable or account payable relating to both the Car Rental Business and the Equipment Rental Business.

“Shared Contract” means any contract, agreement, arrangement, commitment or understanding, whether or not in writing, of any member of either Group, in each case as of the Distribution, (a) that relates to both the Car Rental Business and the Equipment Rental Business and (b) either (i) the respective rights and obligations under and in respect of which the parties specifically intended to amend or divide, modify, partially assign or replicate (in whole or in part) prior to the Distribution, including any such contracts, agreements, arrangements, commitments or understandings set forth on Schedule 1.2(21), but were not able to do so prior to the Distribution, or (ii) the existence of which either party discovers prior to the date that is eighteen (18) months after the Distribution and had the parties given specific consideration to such contract, agreement, arrangement, commitment or understanding they would have amended or divided, modified, partially assigned or replicated (in whole or in part) the respective rights and obligations under and in respect of such contract, agreement, arrangement, commitment or understanding; provided, however, that any contracts, agreements, arrangements, commitments or understandings that relate to debt instruments, insurance arrangements or employee benefit plans or programs shall not be considered Shared Contracts unless and only to the extent expressly provided for under the terms of this Agreement and any Ancillary Agreement.

“Shared Insurance Liabilities” means any Liabilities for which New Hertz Holdings, on the one hand, and HERC Holdings, on the other hand, have recourse to the same pool of insurance funds and where there is a reasonable likelihood that such Liabilities will exceed the pool or where the pool of insurance funds has been exhausted.

“Shared Liability” means any of the following:

(a) any Liability relating to, arising out of or resulting from:

(i) any Action by any Third Party, including any stockholder derivative demand or action, asserted against any member of either Group directly based on any act or omission, or alleged act or omission, taken to effect the Distribution and the other transactions contemplated by this Agreement and the Ancillary Agreements, other than any item included in clause (a), (b), (d) or (e) of the definition of “Hertz Liabilities” or clause (a), (b), (d) or (e) of the definition of “HERC Holdings Liabilities;”

(ii) any stockholder derivative demand or action or securities class action (A) that is brought by any current or former equity security holder of Old Hertz Holdings or, from and after the Distribution, HERC Holdings, and (B) to the extent that it arises from any acts, omissions, disclosures, or lack of disclosure occurring prior to the Distribution (other than any omission, disclosure or lack of disclosure made after the Distribution by any member of the HERC Holdings Group, which in the case of disclosures only, are not also made by any member of the Hertz Group unless such subsequent omission, disclosure or lack of disclosure is not alleged to have created any additional liability), irrespective of the facts alleged, including any disclosure or lack of disclosure contained in the sections of the Form 10 and Information Statement set forth on Schedule 1.2(7), but excluding (a) any item included in clause (a), (b), (d) or (e) of the definition of “Hertz Liabilities” or clause (a), (b), (d) or (e) of the definition of “HERC Holdings Liabilities” or (b) ; or

(iii) those Liabilities set forth on Schedule 1.2(22); or

(b) any Liability (i) relating to, arising out of or resulting from any business or operations of any member of either Group or any of their Predecessors that (A) was discontinued, abandoned, completed or otherwise terminated (in whole or in part) prior to the Distribution and (B) is not included in the Car Rental Business or the Equipment Rental Business or listed or described on Schedule 1.2(10) or Schedule 1.2(19) and (ii) that is not listed in clauses (a) through (h) of the definition of “Hertz Liabilities” or clauses (a) through (h) of the definition of “HERC Holdings Liabilities.”

Notwithstanding the foregoing, Shared Liabilities shall not include any Liabilities governed by the Tax Matters Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a Shared Liability, any item described in clause (a) of this definition of “Shared Liabilities” shall take priority over any of clauses (a) through (e) and clauses (h) and (i) of the definition of “Hertz Liabilities” and clauses (a) through (e) and clauses (h) and (i) of the definition of “HERC Holdings Liabilities,” except as otherwise indicated in clauses (a)(i) and (a)(ii) of this definition of “Shared Liabilities.”

“Subsidiary” of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that no Person that is not directly or indirectly wholly owned by any other Person shall be a Subsidiary of such other Person unless such other Person controls, or has the right, power or ability to control, that Person.

“Tax” has the meaning set forth in the Tax Matters Agreement.

“Tax Advisors” means each of KPMG LLP and Debevoise & Plimpton LLP.

“Tax Matters Agreement” means the Tax Matters Agreement, dated as of the date hereof, by and among HERC Holdings, Hertz, HERC and New Hertz Holdings, as the same may be amended or modified from time to time.

“Transition Services Agreement” means the Transition Services Agreement, dated as of the date hereof, between New Hertz Holdings and HERC Holdings, as the same may be amended or modified from time to time.

“Unknown Environmental Liabilities” means those Environmental Liabilities that are not Known Environmental Liabilities arising out of the business or operations of any member of either Group during the period prior to the Distribution.

ARTICLE II

THE SEPARATION

Section 2.1 Internal Reorganization: Transfer of Assets and Assumption of Liabilities.

(a) Prior to the Distribution, the parties shall cause the Internal Reorganization to be completed, and shall, and shall cause their respective Subsidiaries to, execute all such instruments, assignments, documents and other agreements necessary to effect the Internal Reorganization.

(b) Prior to the Distribution, the parties shall, and shall cause their respective Subsidiaries to, (i) execute such instruments of assignment and transfer and take such other corporate actions as are necessary to (A) transfer to one or more members of the Hertz Group all of the right, title and interest of the HERC Holdings Group in and to all Hertz Assets and (B) transfer to one or more members of the HERC Holdings Group all of the right, title and interest of the Hertz Group in and to all HERC Holdings Assets and (ii) take all actions necessary to (A) cause one or more members of the Hertz Group to assume all of the Hertz Liabilities to the extent such Hertz Liabilities would otherwise remain obligations of any member of the HERC Holdings Group and (B) cause one or more members of the HERC Holdings Group to assume all of the HERC Holdings Liabilities to the extent such HERC Holdings Liabilities would otherwise remain obligations of any member of the Hertz Group, in each case to the extent not effected pursuant to the Internal Reorganization. Notwithstanding anything to the contrary herein (x) neither party shall be required to make a physical or electronic transfer of any Information except as required by Article VI hereof or any Ancillary Agreement and (y) this Agreement and the Ancillary Agreements do not purport to transfer any insurance policy.

Section 2.2 Governmental Approvals and Consents; Transfers, Assignments and Assumptions Not Effected Prior to the Distribution.

(a) To the extent that any of the transactions contemplated by this Agreement or any Ancillary Agreement requires any Governmental Approval or Consent, the parties will use their commercially reasonable efforts to obtain such Governmental Approval or Consent.

(b) To the extent that any transfer or assignment of Assets or assumption of Liabilities contemplated by this Agreement or any Ancillary Agreement shall not have been consummated prior to the Distribution, the parties shall use their commercially reasonable efforts to effect, and shall cause the other members of their Group to effect, such transfers as soon after the Distribution as shall be practicable. In the event that any such transfer of Assets or assumption of Liabilities has not been consummated, from and after the Distribution until such time as such Asset is transferred or such Liability is assumed (i) the party retaining such Asset shall thereafter hold such Asset for the use and benefit of the party entitled to it (at the expense of the party entitled to it) and (ii) the party intended to assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. In addition, the party retaining such Asset or Liability shall, insofar as reasonably practicable and to the extent permitted by applicable Law, treat such Asset or Liability in the ordinary course of business consistent with past practice and take such other actions as may be reasonably requested by the party entitled to such Asset or by the party intended to assume such Liability in order to place such party, insofar as reasonably practicable, in the same position as if such Asset or Liability had been transferred or assumed as contemplated by this Agreement or by any Ancillary Agreement and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for gain, and control over such Asset or Liability, are to inure from and after the Distribution to the member or members of the Group entitled to such Asset or intended to assume such Liability. In furtherance of the foregoing, the parties agree that, as of the Distribution, each party shall be deemed to have acquired beneficial ownership over all of the Assets, together with all rights and privileges incident thereto, and shall be deemed to have assumed all of the Liabilities, and all duties, obligations and responsibilities incident thereto, that such party is entitled to acquire or intended to assume pursuant to the terms of this

Agreement or the applicable Ancillary Agreement. Subject to compliance with the foregoing obligations set forth in this Section 2.2(b), nothing in this Agreement shall be deemed to require the transfer (or provision of use or benefit) of any Assets or the assumption of any Liabilities that by their terms or operation of Law cannot or should not be transferred, assigned or assumed (or for which such provision of use or benefit thereof is not permitted or possible by their terms or operation of law).

(c) If and when the applicable Consents, Governmental Approvals and/or conditions referred to in Section 2.2(b) are obtained or satisfied, the transfer or assumption of the applicable Asset or Liability shall be effected in accordance with and subject to the terms of this Agreement or the applicable Ancillary Agreement.

(d) The party retaining any Asset or Liability due to the deferral of the transfer of such Asset or the deferral of the assumption of such Liability pursuant to Section 2.2(b) or otherwise shall not be obligated, in connection with this Section 2.2, to expend any money or take any action that would require the expenditure of money unless the party entitled to such Asset or the party intended to assume such Liability advances the necessary funds.

(e) From and after the Distribution, the parties agree to treat, for U.S. federal, state, local and non-U.S. income tax purposes, any Asset or Liability that is not transferred prior to the Distribution and is subject to the provisions of Section 2.2(b) as owned by the member of the Group to which such Asset or Liability was intended to be transferred. The parties shall not take any position inconsistent with this Section 2.2(e) unless otherwise required by applicable Law.

Section 2.3 Termination of Intercompany Agreements.

(a) Except as set forth in Section 2.3(b), the Hertz Entities, on the one hand, and the HERC Holdings Entities, on the other hand, hereby terminate any and all Intercompany Agreements, effective as of the Distribution. No terminated Intercompany Agreement (including any provision thereof that purports to survive termination) shall be of any further force or effect from and after the Distribution. Each party shall, at the reasonable request of any other party, take, or cause to be taken, such other actions as may be necessary to effect the provisions of this Section 2.3(a). The parties, on behalf of the members of their respective Groups, hereby waive any advance notice provision or other termination requirements with respect to any Intercompany Agreement.

(b) The provisions of Section 2.3(a) shall not apply to any of the following Intercompany Agreements (or to any of the provisions thereof):

(i) any Intercompany Agreement to which any non-wholly owned Subsidiary of New Hertz Holdings or HERC Holdings, as the case may be, is a party (it being understood that directors' qualifying shares or similar interests will be disregarded for purposes of determining whether a Subsidiary is wholly owned);

(ii) any other Intercompany Agreement that this Agreement or any Ancillary Agreement expressly contemplates will survive the Distribution;

(iii) any agreements, arrangements, commitments or understandings to which any Third Party is a party; and

(iv) any Intercompany Agreement listed or described on Schedule 2.3(b)(iv).

(c) Except as otherwise expressly and specifically provided in this Agreement or any Ancillary Agreement, the relevant members of the HERC Holdings Group and the Hertz Group shall satisfy all intercompany receivables, payables, loans and other accounts between any HERC Holdings Entity, on the one hand, and any Hertz Entity, on the other hand, in existence as of immediately prior to the Distribution and after giving effect to the Internal Reorganization no later than the Distribution by (i) forgiveness by the relevant obligee or (ii) one or a related series of repayments, distributions of and/or contributions to capital, in each case as determined by Old Hertz Holdings.

Section 2.4 Novation of Hertz Liabilities.

(a) Each of New Hertz Holdings and HERC Holdings, at the written request of the other party within eighteen (18) months after the Distribution, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, any release, Consent, substitution or amendment required to novate or assign all rights and obligations under any agreements, leases, licenses and other obligations or Liabilities of any nature whatsoever that constitute Hertz Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than any Hertz Entities, which shall include the removal of any Security Interest on or in any HERC Holdings Asset that may serve as collateral or security for such Hertz Liabilities, so that, in any such case, New Hertz Holdings and the other Hertz Entities will be solely responsible for such Hertz Liabilities; provided, however, that the party receiving the request (or any members of its respective Group) shall not be obligated to (i) pay any consideration or surrender, release or modify any rights or remedies therefor to any Third Party from which such releases, Consents, substitutions and amendments are requested except as expressly set forth in this Agreement or any Ancillary Agreement or (ii) take any action pursuant to this Section 2.4 to the extent such action would result in an undue burden on such party or the other members of its Group or would unreasonably interfere with any of its or such other members' employees' normal functions and duties.

(b) If New Hertz Holdings or HERC Holdings is unable to obtain, or to cause to be obtained, any required release, Consent, substitution or amendment, the applicable HERC Holdings Entity will continue to be bound by the applicable underlying agreement, lease, license or other obligation or other Liabilities and, unless not permitted by Law or the terms thereof, New Hertz Holdings shall pay, perform and discharge fully all the obligations or other Liabilities of such HERC Holdings Entity thereunder. New Hertz Holdings shall indemnify each HERC Holdings Indemnified Party and hold it harmless against any Liabilities arising in connection therewith. HERC Holdings shall pay and remit, or cause to be paid or remitted, to the applicable Hertz Entity, all money, rights and other consideration received by any HERC Holdings Entity (net of any applicable expenses) in respect of such performance by such Hertz Entity (unless any such consideration is a HERC Holdings Asset). If and when any such release, Consent, substitution or amendment shall be obtained or such agreement, lease, license or other rights, obligations or other Liabilities shall otherwise become assignable or able to be novated, HERC Holdings shall thereafter assign, or cause to be assigned, all the HERC Holdings Entities' rights, obligations and other Liabilities thereunder to the applicable Hertz Entity without payment of any further consideration and the applicable Hertz Entity shall, without payment of any further consideration, assume such rights, obligations and other Liabilities.

Section 2.5 Novation of HERC Holdings Liabilities.

(a) Each of New Hertz Holdings and HERC Holdings, at the written request of the other party within eighteen (18) months after the Distribution, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, any release, Consent, substitution or amendment required to novate or assign all rights and obligations under any agreements, leases, licenses and other obligations or

Liabilities of any nature whatsoever that constitute HERC Holdings Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than any HERC Holdings Entities, which shall include the removal of any Security Interest on or in any Hertz Asset that may serve as collateral or security for such HERC Holdings Liabilities, so that, in any such case, HERC Holdings and the other HERC Holdings Entities will be solely responsible for such HERC Holdings Liabilities; provided, however, that the party receiving the request (or any members of its respective Group) shall not be obligated to (i) pay any consideration or surrender, release or modify any rights or remedies therefor to any Third Party from which such releases, Consents, substitutions and amendments are requested except as expressly set forth in this Agreement or any Ancillary Agreement or (ii) take any action pursuant to this Section 2.5 to the extent such action would result in an undue burden on such party or the other members of its Group or would unreasonably interfere with any of its or such other members' employees' normal functions and duties.

(b) If New Hertz Holdings or HERC Holdings is unable to obtain, or to cause to be obtained, any required release, Consent, substitution or amendment, the applicable Hertz Entity will continue to be bound by the applicable underlying agreement, lease, license or other obligation or other Liabilities and, unless not permitted by Law or the terms thereof, HERC Holdings shall pay, perform and discharge fully all the obligations or other Liabilities of such Hertz Entity thereunder. HERC Holdings shall indemnify each Hertz Indemnified Party and hold it harmless against any Liabilities arising in connection therewith. New Hertz Holdings shall pay and remit, or cause to be paid or remitted, to the applicable HERC Holdings Entity, all money, rights and other consideration received by any Hertz Entity (net of any applicable expenses) in respect of such performance by such HERC Holdings Entity (unless any such consideration is a Hertz Asset). If and when any such release, Consent, substitution, approval or amendment shall be obtained or such agreement, lease, license or other rights, obligations or other Liabilities shall otherwise become assignable or able to be novated, New Hertz Holdings shall thereafter assign, or cause to be assigned, all the Hertz Entities' rights, obligations and other Liabilities thereunder to the applicable HERC Holdings Entity without payment of any further consideration and the applicable HERC Holdings Entity shall, without payment of any further consideration, assume such rights, obligations and other Liabilities.

Section 2.6 Treatment of Cash. From the date of this Agreement until the Distribution, except as separately provided pursuant to the Internal Reorganization with respect to the Cash Equivalents distributed or paid to the Hertz Entities in connection with the HERC Cash Transfers, which are to be a Hertz Asset upon the completion of the Internal Reorganization and from and after the Distribution, Old Hertz Holdings shall be entitled to use, retain or otherwise dispose of all Cash Equivalents generated by the Car Rental Business and the Hertz Assets in accordance with the ordinary course operation of Old Hertz Holdings' cash management systems. All Cash Equivalents held by any member of the Hertz Group as of the Distribution shall be a Hertz Asset and all Cash Equivalents held by any member of the HERC Holdings Group as of the Distribution shall be a HERC Holdings Asset.

Section 2.7 Replacement of Credit Support.

(a) New Hertz Holdings shall use commercially reasonable efforts to arrange, at its cost and expense and effective at or prior to the Distribution, the replacement of all Credit Support Instruments to the extent relating to the Car Rental Business and provided by or through any member of the HERC Holdings Group for the benefit of any member of the Hertz Group (the "Hertz Credit Support Instruments") with alternate arrangements that do not require any credit support from any member of the HERC Holdings Group, and shall use commercially reasonable efforts to obtain from the beneficiaries of such Hertz Credit Support Instruments written releases indicating that the applicable member of the

HERC Holdings Group will, effective upon the Distribution, have no liability with respect to such Hertz Credit Support Instruments. In the event that New Hertz Holdings is unable to obtain any such alternative arrangements for any Hertz Credit Support Instrument prior to the Distribution, it shall have responsibility for the payment and performance of the obligations underlying such Hertz Credit Support Instrument.

(b) HERC Holdings shall use commercially reasonable efforts to arrange, at its cost and expense and effective at or prior to the Distribution, the replacement of all Credit Support Instruments to the extent relating to the Equipment Rental Business and provided by or through any member of the Hertz Group for the benefit of any member of the HERC Holdings Group (the "HERC Holdings Credit Support Instruments") with alternate arrangements that do not require any credit support from any member of the Hertz Group, and shall use commercially reasonable efforts to obtain from the beneficiaries of such HERC Holdings Credit Support Instruments written releases indicating that the applicable member of the Hertz Group will, effective upon the Distribution, have no liability with respect to such HERC Holdings Credit Support Instruments. In the event that HERC Holdings is unable to obtain any such alternative arrangements for any HERC Holdings Credit Support Instrument prior to the Distribution, it shall have responsibility for the payment and performance of the obligations underlying such HERC Holdings Credit Support Instrument.

Section 2.8 Disclaimer of Representations and Warranties. Each of HERC Holdings (on behalf of itself and each other HERC Holdings Entity) and New Hertz Holdings (on behalf of itself and each other Hertz Entity) understands and agrees that, except as expressly set forth in this Agreement or in any Ancillary Agreement, no party (including its Affiliates) to this Agreement, any Ancillary Agreement or any other agreement or document contemplated by this Agreement, any Ancillary Agreement or otherwise, makes any representations or warranties relating in any way to the Assets, businesses or Liabilities transferred or assumed as contemplated hereby or thereby, to any Consent required in connection therewith, to the value or freedom from any Security Interests of, or any other matter concerning, any Assets of such party, or to the absence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other Asset, including any accounts receivable, of any party, or to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Asset or thing of value upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth in this Agreement or in any Ancillary Agreement, (a) the parties and the members of their respective Groups are transferring all such Assets on an "as is," "where is" basis, (b) the parties are expressly disclaiming any implied warranty of merchantability, fitness for a specific purpose or otherwise, (c) the respective transferees shall bear the economic and legal risks that any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any Security Interest and (d) none of the HERC Holdings Entities or the Hertz Entities (including their respective Affiliates) or any other Person makes any representation or warranty with respect to any information, documents or material made available in connection with the Separation or the Distribution, or the entering into of this Agreement or any Ancillary Agreement or the transactions contemplated hereby or thereby, except as expressly set forth in this Agreement or any Ancillary Agreement.

Section 2.9 Credit Facilities; HERC Financing Arrangements; HERC Cash Transfers.

(a) *Credit Facilities*. Prior to the Distribution, HERC shall enter into the HERC Credit Facility.

(b) *HERC Financing Arrangements*. Prior to the Distribution, the HERC Financing Arrangements, which may include the issuance by HERC of one or more series of senior notes, shall have been consummated.

(c) *HERC Cash Transfers*. Prior to the Distribution, HERC will, using the proceeds from draws under the HERC Credit Facility and/or the HERC Financing Arrangements, make the cash transfers (the “HERC Cash Transfers”) specified in the Internal Reorganization.

(d) *Preparation of Materials*. Prior to the Distribution, the parties will use commercially reasonable efforts to cooperate in the preparation of all materials as may be necessary or advisable to execute the HERC Credit Facility and the HERC Financing Arrangements.

ARTICLE III THE DISTRIBUTION

Section 3.1 Actions Prior to the Distribution.

(a) Subject to the conditions specified in Section 3.2 and subject to Section 3.5, each of the parties shall use its commercially reasonable efforts to consummate the Distribution. Such actions shall include those specified in this Section 3.1.

(b) Prior to the Distribution, each of the parties will execute and deliver all Ancillary Agreements to which it is a party, and will cause the other HERC Holdings Entities and Hertz Entities, as applicable, to execute and deliver any Ancillary Agreements to which such Persons are parties.

(c) Prior to the Distribution, the parties will prepare and cause to be filed with the SEC the Form 10 and Information Statement and use their commercially reasonable efforts to cause such Form 10 to become effective, including by responding to SEC comments thereto and appropriately amending the Form 10 and Information Statement.

(d) Prior to the Distribution, Old Hertz Holdings shall mail the Information Statement to the Record Holders.

(e) Each of the parties shall take all such actions as may be necessary or appropriate under the securities or blue sky Laws of the states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution.

(f) The parties shall prepare and cause to be filed, and shall use commercially reasonable efforts to have approved prior to the Distribution, an application for the listing on the NYSE of the New Hertz Holdings Common Stock to be distributed in the Distribution, subject to official notice of listing, and shall use commercially reasonable efforts to give the NYSE not less than ten (10) days’ advance notice of the Record Date in compliance with applicable Law.

(g) In connection with the Distribution, (i) the existing directors on the Old Hertz Holdings Board shall duly elect or appoint to the HERC Holdings Board those individuals identified in the Information Statement to become members of the HERC Holdings Board effective as of the Distribution, and such existing directors on the Old Hertz Holdings Board shall resign as necessary such that the individuals elected or appointed shall become the members of the HERC Holdings Board, effective as of the Distribution, and (ii) the existing directors on the New Hertz Holdings Board shall duly elect or appoint to the New Hertz Holdings Board those individuals identified in Schedule 3.1(g) to become members of the New Hertz Holdings Board effective as of the Distribution, and such existing directors on the New Hertz Holdings Board shall resign as necessary such that the individuals elected or appointed shall become the members of the New Hertz Holdings Board, effective as of the Distribution;

provided, however, that to the extent required by any Law or requirement of the NYSE, one independent director shall be elected or appointed to the New Hertz Holdings Board and begin his or her term prior to the Distribution in accordance with such Law or requirement.

(h) In connection with the Distribution, (i) each individual who will be an employee of any HERC Holdings Entity after the Distribution and who is a director or officer of any Hertz Entity shall have resigned or been removed from each such Hertz Entity directorship and office held by such person, effective no later than immediately prior to the Distribution and (ii) each individual who will be an employee of any Hertz Entity after the Distribution and who is a director or officer of any HERC Holdings Entity shall have resigned or been removed from each such HERC Holdings Entity directorship and office held by such person, effective no later than immediately prior to the Distribution.

(i) Immediately prior to the Distribution, New Hertz Holdings' Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, each in form and substance satisfactory to the parties, shall be in effect.

(j) HERC Holdings shall enter into a distribution agent agreement with the Agent or otherwise provide instructions to the Agent regarding the Distribution.

(k) The parties shall, subject to Section 3.5, take all reasonable steps necessary and appropriate to cause the conditions set forth in Section 3.2 to be satisfied and to effect the Distribution on the Distribution Date.

Section 3.2 Conditions to Distribution. Pursuant to Section 3.5, the Old Hertz Holdings Board has sole and absolute discretion to at any time and from time to time until the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution if, for example, it determines that the Separation is not in the best interests of Old Hertz Holdings and the Old Hertz Holdings Stockholders. In addition, the obligations of the parties to consummate the Distribution shall be conditioned on the satisfaction, or waiver by the Old Hertz Holdings Board (except with respect to clauses (d) and (e) below), of the following conditions:

(a) The private letter ruling that Old Hertz Holdings received from the Internal Revenue Service to the effect that, subject to the accuracy of and compliance with certain representations, assumptions and covenants, (i) the Distribution will qualify as a tax-free transaction under Sections 355 and 368(a)(1)(D) of the Code and (ii) the internal spin-off transactions (collectively with the Distribution, the "Distributions") and certain related transactions in connection with the Distributions will be tax-free to the parties to those spin-offs and related transactions, shall not have been revoked or modified in any material respect as of the Distribution Date.

(b) Old Hertz Holdings shall have received the opinions of its Tax Advisors that the Distributions will qualify as tax-free transactions under Section 355 of the Code, subject to the accuracy of and compliance with certain representations, assumptions and covenants.

(c) Old Hertz Holdings shall have received a written solvency opinion from a financial advisor acceptable to Old Hertz Holdings, which confirms the solvency and financial viability of Old Hertz Holdings before the consummation of the Distribution and each of HERC Holdings and New Hertz Holdings after the consummation of the Distribution and is in form and substance acceptable to Old Hertz Holdings.

(d) The SEC shall have declared the Form 10 effective under the Exchange Act, no stop order suspending the effectiveness of the Form 10 shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the SEC.

(e) All statutory requirements for the consummation of the Distributions shall have been satisfied, and no injunction, court order, Law or regulation by any Governmental Authority shall be in effect preventing the completion of the Distributions.

(f) The Internal Reorganization shall have been completed and HERC shall have entered into the HERC Credit Facility and HERC Financing Arrangements and completed the HERC Cash Transfers.

(g) The NYSE shall have approved the New Hertz Holdings Common Stock for listing, subject to official notice of issuance.

(h) Any material Consents necessary for the Distribution must have been obtained, without any conditions that would have a material adverse effect on HERC Holdings or New Hertz Holdings.

(i) The actions set forth in Sections 3.1(b), (d), (h), (i), (j) and (k) shall have been completed.

The foregoing conditions may only be waived by the Old Hertz Holdings Board, in its sole and absolute discretion, are for the sole benefit of Old Hertz Holdings and shall not give rise to or create any duty on the part of the Old Hertz Holdings Board to waive or not waive such conditions or in any way limit the right of termination of this Agreement set forth in Section 8.3 or alter the consequences of any such termination from those specified in Section 8.3. Any determination made by the Old Hertz Holdings Board prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 3.2 shall be conclusive.

Section 3.3 The Distribution.

(a) New Hertz Holdings shall cooperate with Old Hertz Holdings to accomplish the Distribution and shall, at the direction of Old Hertz Holdings, use its commercially reasonable efforts to promptly take any and all actions necessary or desirable to effect the Distribution. Each of the parties will provide, or cause the applicable member of its Group to provide, to the Agent all documents and information required to complete the Distribution.

(b) Subject to the terms and conditions set forth in this Agreement, (i) on or prior to the Distribution Date, for the benefit of and distribution to the Record Holders, Old Hertz Holdings will deliver to the Agent all of the issued and outstanding shares of New Hertz Holdings Common Stock owned by Old Hertz Holdings and book-entry authorizations for such shares and (ii) on the Distribution Date, Old Hertz Holdings shall instruct the Agent to (A) distribute to each Record Holder (or such Record Holder's bank, brokerage firm or other nominee on such Record Holder's behalf) electronically, by direct registration in book-entry form, the number of whole shares of New Hertz Holdings Common Stock to which such Record Holder is entitled based on the Distribution Ratio and (B) receive and hold for and on behalf of each Record Holder, the number of fractional shares, if applicable, of New Hertz Holdings Common Stock to which such Record Holder is entitled based on the Distribution Ratio. The Distribution shall be effective at 5:00 p.m. New York City time on the Distribution Date. On or as soon as practicable

after the Distribution Date, the Agent will mail to each Record Holder an account statement indicating the number of whole shares of New Hertz Holdings Common Stock that have been registered in book-entry form in such Record Holder's name.

Section 3.4 Fractional Shares; Unclaimed Shares.

(a) Notwithstanding anything to the contrary herein, no fractional shares of New Hertz Holdings Common Stock shall be issued in the Distribution, and any such fractional share interests to which a Record Holder would otherwise be entitled shall not entitle such Record Holder to vote or to any other rights as a stockholder of New Hertz Holdings. The Agent, HERC Holdings and New Hertz Holdings shall, as soon as practicable after the Distribution Date, (a) determine the number of fractional shares of New Hertz Holdings Common Stock that each Record Holder is entitled to receive in the Distribution, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then-prevailing trading prices on behalf of Record Holders to whom fractional share interests were distributed in the Distribution and (c) distribute to each such Record Holder, or for the benefit of each beneficial owner of fractional shares, such Record Holder's or beneficial owner's ratable share of the net proceeds of such sales, based upon the average gross selling price per share of New Hertz Holdings Common Stock after making appropriate deductions for any amount required to be withheld under applicable Tax Law and less any brokers' charges, commissions or transfer Taxes. The Agent, in its sole discretion, will determine the timing and method of selling such shares, the selling price of such shares and the broker-dealer to which such shares will be sold; provided, however, that the designated broker-dealer is not an Affiliate of New Hertz Holdings or HERC Holdings. Neither HERC Holdings nor New Hertz Holdings will pay any interest on the proceeds from the sale of such shares.

(b) With respect to shares of New Hertz Holdings Common Stock or cash in lieu of fractional shares remaining with the Agent one hundred and eighty (180) days after the Distribution Date, if any, the Agent shall deliver any such shares and/or cash as directed by New Hertz Holdings, with the consent of HERC Holdings (which consent shall not be unreasonably withheld or delayed).

Section 3.5 Sole Discretion of the Old Hertz Holdings Board. The Old Hertz Holdings Board shall, in its sole and absolute discretion, determine the Record Date, the Distribution Date and all terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, and notwithstanding anything to the contrary set forth herein or in any Ancillary Agreement, the Old Hertz Holdings Board, in its sole and absolute discretion, may at any time and from time to time until the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

ARTICLE IV
FURTHER ASSURANCES; ADDITIONAL AGREEMENTS

Section 4.1 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties shall, and shall cause its Subsidiaries to, subject to Section 3.5, use its commercially reasonable efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Law, regulations and agreements to consummate and make effective the transactions contemplated by this

Agreement and the Ancillary Agreements; provided, however, that neither party (nor its respective Subsidiaries) shall be obligated under this Section 4.1 to pay any consideration or surrender, release or modify any rights or remedies therefor to any Third Party.

(b) Without limiting Section 4.1(a), prior to, on and after the Distribution Date, each party shall, and shall cause its Subsidiaries to, cooperate with the other party and its Subsidiaries, and without any further consideration, but at the expense of the requesting party, to (i) execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all instruments, including any instruments of conveyance, assignment and transfer as such party may be reasonably requested to execute and deliver to the other party, (ii) make, or cause to be made, all filings with, and obtain, or cause to be obtained, all Consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument, (iii) seek, obtain or cause to be obtained, any Governmental Approvals or other Consents required to effect the Separation or the Distribution and (iv) take all such other actions as such party may reasonably be requested to take by any other party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements, the transfers of the Hertz Assets and the HERC Holdings Assets, the assignment and assumption of the Hertz Liabilities and the HERC Holdings Liabilities and the other transactions contemplated hereby and thereby. Without limiting Section 4.1(a), each party shall, and shall cause its Subsidiaries to, at the reasonable request, cost and expense of any other party, take such other actions as may be reasonably necessary to vest in such other party good and marketable title, if and to the extent it is practicable to do so.

Section 4.2 Shared Liabilities.

(a) New Hertz Holdings (or one or more members of the Hertz Group designated by New Hertz Holdings) shall be the “Managing Party” of each Shared Liability. HERC Holdings shall be the “Non-Managing Party” of each Shared Liability. The Managing Party shall be responsible for managing, and shall have the authority to manage, the defense and resolution (including, subject to Section 5.5(b)(iv), settlement) of a Shared Liability. The Non-Managing Party shall not be entitled to raise as a defense to its obligations to pay any amount in respect of any Shared Liability that the Non-Managing Party was not consulted in the response to or defense thereof (except to the extent such consultation was required under this Agreement), that such party’s views or opinions as to the conduct of such response to or defense or the reasonableness of any settlement were not accepted or adopted, that such party does not approve of the quality or manner of the response to or defense thereof or that such Shared Liability was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(b) Any amount owed in respect of any Shared Liability shall be remitted within thirty (30) days after the party entitled to such amount provides an invoice (including reasonable supporting information with respect thereto) to the party owing such amount.

(c) The Non-Managing Party agrees, with respect to any Shared Liability or any Action or other facts related to any Shared Liability, that none of its public announcements and none of its reports filed with the SEC shall make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. Prior to making any public statement or filing any report with the SEC that references a Shared Liability or any Action or other fact related to a Shared Liability, or responding to any comments of the SEC staff with respect thereto, the Non-Managing Party shall promptly provide the

Managing Party with an opportunity to review and comment on such statement, filing or response and shall in good faith consider for inclusion in such statement, filing or response comments reasonably and timely proposed by the Managing Party; provided, however, that the Non-Managing Party shall not be obligated to provide the Managing Party with such opportunity if such statement or report contains solely disclosure with respect to the applicable Shared Liability or Action that is substantially similar in all respects to disclosure previously made in accordance with the terms hereof. Without limiting the generality of the foregoing, if any inaccuracy or omission of information relating to any Shared Liability or any Action or other facts related to any Shared Liability is discovered by the Managing Party or the Non-Managing Party, the correction of which should be set forth in an amendment or supplement to any public statement or report filed with the SEC in order that such public statement or report not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, the Non-Managing Party shall promptly file with the SEC an appropriate amendment or supplement describing such information.

Section 4.3 Certain Shared Contracts. The parties shall, and shall cause their respective Subsidiaries to, use their respective commercially reasonable efforts to work together (and, if necessary and desirable, to work with the Third Party to such Shared Contract) in an effort to divide, partially assign, modify and/or replicate (in whole or in part) the respective rights and obligations under and in respect of any Shared Contract, such that (a) a member of the Hertz Group is the beneficiary of the rights and is responsible for the obligations under that portion of such Shared Contract relating to the Car Rental Business (the "Hertz Portion"), which rights shall be a Hertz Asset and which obligations shall be a Hertz Liability and (b) a member of the HERC Holdings Group is the beneficiary of the rights and is responsible for the obligations under that portion of such Shared Contract relating to the Equipment Rental Business (the "HERC Holdings Portion"), which rights shall be a HERC Holdings Asset and which obligations shall be a HERC Holdings Liability. If the parties, or their respective Subsidiaries, as applicable, are not able to enter into an arrangement to formally divide, partially assign, modify and/or replicate such Shared Contract as contemplated by the previous sentence, then the parties shall, and shall cause their respective Subsidiaries to, cooperate in any lawful arrangement to provide that a member of the Hertz Group shall receive the interest in the benefits and obligations of the Hertz Portion under such Shared Contract and a member of the HERC Holdings Group shall receive the interest in the benefits and obligations of the HERC Holdings Portion under such Shared Contract; provided, however, that no party or its respective Subsidiaries shall be required pursuant to this Section 4.3 to (i) assign or amend any Shared Contract in its entirety or assign a portion of any Shared Contract that is not assignable or cannot be amended by its terms or (ii) pay any consideration or surrender, release or modify any rights or remedies therefor to any Third Party for the benefit of the other party or its respective Subsidiaries unless such party advances the necessary funds; provided, further, that the arrangements described in this Section 4.3 shall terminate on the termination of the applicable Shared Contract or, if later the associated Liability thereunder.

Section 4.4 Certain Shared Accounts. Except as may otherwise be agreed by the parties and except as otherwise contemplated by any Ancillary Agreement, the parties shall not seek to assign any Shared Account. Except as may otherwise be agreed by the parties and except as otherwise contemplated by any Ancillary Agreement, New Hertz Holdings and HERC Holdings shall, and shall cause each of their respective Subsidiaries to, take such other reasonable and permissible actions to cause (a) the Assets associated with that portion of each Shared Account that relates to the Car Rental Business to be enjoyed by New Hertz Holdings or a member of the Hertz Group; (b) the Liabilities associated with that portion of each Shared Account that relates to the Car Rental Business to be borne by New Hertz Holdings or a member of the Hertz Group; (c) the Assets associated with that portion of each Shared Account that

relates to the Equipment Rental Business to be enjoyed by HERC Holdings or a member of the HERC Holdings Group; and (iv) the Liabilities associated with that portion of each Shared Account that relates to the Equipment Rental Business to be borne by HERC Holdings or a member of the HERC Holdings Group; provided, however, that no party or its respective Subsidiaries shall be required pursuant to this Section 4.4 to pay any consideration or surrender, release or modify any rights or remedies therefor to any Third Party for the benefit of the other party or its respective Subsidiaries unless such party advances the necessary funds.

Section 4.5 Insurance Matters.

(a) Until the Distribution, each member of either Group shall (i) cause itself and its employees, officers and directors to continue to be covered as insured parties under existing policies of insurance and (ii) permit the members of the other Group and their respective employees, officers and directors to submit claims arising from or relating to facts, circumstances, events or matters that occurred at or prior to the Distribution to the extent permitted under such policies. From and after the Distribution, except as otherwise provided in this Section 4.5 and without limitation of Section 5.5(d)(v), (A) no member of either Group will have responsibility to obtain coverage for any member of the other Group, (B) each member of either Group shall have the right to remove any member of the other Group and its employees, officers and directors as insured parties under any policy of insurance issued by any insurance carrier effective immediately following the Distribution and (C) neither party will be entitled following the Distribution to make any claims for insurance coverage under the other insurance policies of the members of the other Group to the extent such claims are based upon facts, circumstances, events or matters occurring after the Distribution. No member of either Group shall be deemed to have made any representation or warranty as to the availability of any coverage under any such insurance policy.

(b) After the Distribution, each member of each Group and each of their respective current, former and future directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing, shall have the right to assert claims arising from or relating to facts, circumstances, events or matters that occurred prior to the Distribution under any applicable insurance policies of the members of either Group, including if any Asset transferred pursuant to this Agreement suffers or has suffered any damage, destruction or other casualty loss that arises or has arisen prior to the Distribution and for which no insurance claim has yet been made as of the Distribution, to the extent permitted under the insurance policies up to the full available limits of such policies. Where indemnification is not available under Article V, each member of each Group shall be responsible for pursuing and administering its own insurance claims arising from or relating to facts, circumstances, events or matters that occurred at or prior to the Distribution and any other member of either Group shall provide such reasonable cooperation as is appropriate with respect to notice of those claims and otherwise, and, with respect to those claims, in the event any member of either Group elects to pursue insurance coverage through litigation or other action against an insurer, the member pursuing such litigation or other action will be responsible for its own costs and fees in connection therewith, in addition to any and all costs as a result of making claims under any insurance provided pursuant to this Section 4.5(b), including any deductibles and self-insured retention associated with such claims, retrospective, retroactive or prospective premium adjustments associated with the applicable insurance policies, catastrophic coverage charges, overhead, claim handling and administrative costs, Taxes, surcharges, state assessments, reinsurance costs and other related costs.

(c) After the Distribution, to the extent that any claims have been duly reported at or before the Distribution under the directors and officers liability insurance policies or fiduciary liability insurance policies (collectively, "D&O Policies") maintained by or for the benefit of the members of each

Group and their respective directors, officers and other fiduciaries, the members of each Group shall not take any action that would limit the coverage of the individuals who acted as directors, officers or fiduciaries of any member of either Group at or prior to the Distribution under any D&O Policies maintained by or for the benefit of the members of either Group and their respective directors, officers and other fiduciaries. The members of each Group shall reasonably cooperate with the individuals who acted as directors, officers or fiduciaries of any member of either Group at or prior to the Distribution in their pursuit of any coverage claims under such D&O Policies that could inure to the benefit of such individuals. The members of each Group shall allow one another and their agents and representatives, upon reasonable prior notice and during regular business hours, to examine and make copies of the relevant D&O Policies and shall provide such cooperation as is reasonably requested by the members of the other Group, their directors, their officers and their fiduciaries.

(d) Effective as of the Distribution, the existing HERC Holdings D&O Policies covering directors and officers and fiduciaries of the members of each Group will be converted to a six-year run-off policy, or a new tail policy shall be obtained having the same terms and conditions as the D&O Policies, in either case with such policy limits as shall be established by Old Hertz Holdings and covering acts or omissions occurring prior to the Distribution. Each of the members of either Group shall be responsible for obtaining its own D&O Policies for acts or omissions occurring on or after the Distribution. The costs and expenses associated with conversion of such existing D&O Policies to a run-off insurance policy, or obtaining a new tail policy (after application of any credit for such policy as a result of the conversion or early termination of the existing D&O Policies), shall be borne eighty-five percent (85%) by New Hertz Holdings and fifteen percent (15%) by HERC Holdings.

(e) Nothing in this Agreement shall prohibit any member of either Group from agreeing to modify or compromise insurance rights (including by means of commutation, novation, rescission, reformation, policy buyback or otherwise) with an insurer that has been placed in liquidation, rehabilitation, conservation, supervision or similar proceedings, provided that, where those insurance rights potentially also would have benefited any member of the other Group, whether by virtue of any indemnification obligations, by virtue of any insurance rights under the policy at issue, or otherwise, then New Hertz Holdings and HERC Holdings must both agree in advance and in writing to any modification or compromise of those insurance rights.

Section 4.6 Misdirected Customer Payments and Vendor Invoices. If after the Distribution a member of either Group receives any funds properly belonging to a member of the other Group in accordance with the terms of this Agreement or any Ancillary Agreement, the receiving Group member shall, or shall cause another member of its Group to, promptly advise HERC Holdings, if the funds belong to a member of the HERC Holdings Group, or New Hertz Holdings, if the funds belong to a member of the New Hertz Group, shall hold such funds in trust for the benefit of such other Group and shall promptly deliver such funds to an account or accounts designated in writing by HERC Holdings, if the funds belong to a member of the HERC Holdings Group, or New Hertz Holdings, if the funds belong to a member of the New Hertz Group. If after the Distribution a member of either Group receives any invoice addressed to any member of the other Group, the receiving Group member shall, or shall cause another member of its Group to, promptly deliver to HERC Holdings, if the invoice is addressed to a member of the HERC Holdings Group, or New Hertz Holdings, if the invoice is addressed to a member of the New Hertz Group. The party receiving any misdirected payment or invoice pursuant to this Section 4.6 shall use commercially reasonable efforts to correct such misdirection with the applicable customer or vendor, as applicable.

ARTICLE V
MUTUAL RELEASES; INDEMNIFICATION

Section 5.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 5.1(c), (ii) as may be otherwise provided in this Agreement or any Ancillary Agreement and (iii) for any matter for which any Hertz Indemnified Party is entitled to indemnification pursuant to this Article V, effective as of the Distribution, New Hertz Holdings does hereby, for itself and each other Hertz Entity and their respective Affiliates, Predecessors, successors and assigns, and, to the extent New Hertz Holdings legally may, all Persons that at any time prior or subsequent to the Distribution have been stockholders, directors, officers, members, agents or employees of New Hertz Holdings or any other Hertz Entity (in each case, in their respective capacities as such), remise, release and forever discharge each HERC Holdings Entity, its Affiliates, successors and assigns, and all Persons that at any time prior to the Distribution have been stockholders, directors, officers, members, agents or employees of HERC Holdings or any other HERC Holdings Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity, whether arising under any contract or agreement, by operation of Law or otherwise, existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, whether or not known as of the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.

(b) Except (i) as provided in Section 5.1(c), (ii) as may be otherwise provided in this Agreement or any Ancillary Agreement and (iii) for any matter for which any HERC Holdings Indemnified Party is entitled to indemnification pursuant to this Article V, HERC Holdings does hereby, for itself and each other HERC Holdings Entity and its Affiliates, Predecessors, successors and assigns, and, to the extent HERC Holdings legally may, all Persons that at any time prior to the Distribution have been stockholders, directors, officers, members, agents or employees of HERC Holdings or any other HERC Holdings Entity (in each case, in their respective capacities as such), remise, release and forever discharge each Hertz Entity, their respective Affiliates, successors and assigns, and all Persons that at any time prior to the Distribution have been stockholders, directors, officers, members, agents or employees of New Hertz Holdings or any other Hertz Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity, whether arising under any contract or agreement, by operation of Law or otherwise, existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, whether or not known as of the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.

(c) Nothing contained in Section 5.1(a) or Section 5.1(b) shall impair any right of any Person to enforce this Agreement or any Ancillary Agreement, including the applicable Schedules hereto and thereto, or any arrangement that pursuant to Section 2.3(b) is not to terminate as of the Distribution, or any Liability with respect to any of the foregoing. In addition, nothing contained in Section 5.1(a) or 5.1(b) shall release:

(i) any Person from any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(ii) any Person from any Liability the release of which would result in the release of any Person other than a Person released pursuant to this Section 5.1; provided, that the parties agree not to bring suit or permit any of their Subsidiaries to bring suit against any Person with respect to any Liability to the extent that such Person would be released with respect to such Liability by this Section 5.1 but for the provisions of this clause (ii); or

(iii) any Persons (other than each HERC Holdings entity and its successors and assigns and each Hertz Entity and its successors and assigns) that at any time prior to the Distribution have been current or former stockholders, directors, officers, members, agents or employees of HERC Holdings, or any other HERC Holdings Entity, or New Hertz Holdings, or any Hertz Entity (in each case, in their respective capacities as such), or their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity, whether arising under any contract or agreement, by operation of Law or otherwise, existing or arising from or relating to (A) the restatement of Old Hertz Holdings' and The Hertz Corporation's financial statements for the years ended December 31, 2013, 2012 and 2011, as well as for the three and six months ended June 30, 2015 (the "Restatement"), or any disclosure or lack of disclosure with respect to the Restatement occurring prior to the Distribution Date; (B) the breach of any duty owed to HERC Holdings, or any other HERC Holdings Entity, or New Hertz Holdings, or any Hertz Entity; (C) clawback or other recovery of compensation, including any clawback right arising under any Law, or any policy of Old Hertz Holdings, New Hertz Holdings or HERC Holdings; or (D) breach of any employment or agency contract, agreement or other arrangement.

(d) New Hertz Holdings shall not make, and shall not permit any other Hertz Entity to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim for indemnification, against any HERC Holdings Entity, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a). HERC Holdings shall not, and shall not permit any other HERC Holdings Entity to, make any claim or demand, or commence any Action asserting any claim or demand, including any claim for indemnification, against any Hertz Entity, or any other Person released pursuant to Section 5.1(b), with respect to any Liabilities released pursuant to Section 5.1(b).

(e) At any time, at the request of any other party, each party shall cause each member of its respective Group to execute and deliver releases in form reasonably satisfactory to the other party reflecting the provisions of this Section 5.1.

(f) Nothing contained in this Section 5.1 shall release HERC Holdings, or any other HERC Holdings Entity, or New Hertz Holdings, or any Hertz Entity, from honoring its obligations existing prior to the Distribution Date to indemnify any director, officer or employee of HERC Holdings, or any other HERC Holdings Entity, or New Hertz Holdings, or any Hertz Entity, who was a director, officer or employee of Old Hertz Holdings or any Subsidiary thereof on or prior to the Distribution Date, to the extent such director, officer or employee was entitled in such capacity to such indemnification pursuant to obligations existing prior to the Distribution Date; provided that if a director, officer or employee of one Group receives indemnification payments from HERC Holdings, or any other HERC Holdings Entity, or New Hertz Holdings, or any Hertz Entity, as the case may be, with respect to a particular Liability for which such director, officer or employee is entitled to indemnification, such director, officer or employee shall not be entitled to receive indemnification payments from another party with respect to the same Liability to the extent of the indemnification payments previously received by such director, officer or employee from HERC Holdings, or any other HERC Holdings Entity, or New Hertz Holdings, or any Hertz Entity, as the case may be; provided, further, that (A) to the extent the

events underlying an indemnification claim pursuant to the foregoing would give rise to a HERC Holdings Liability, then such indemnification claim shall be treated as a HERC Holdings Liability hereunder; (B) to the extent the events underlying an indemnification claim pursuant to the foregoing would give rise to a Hertz Liability, then such indemnification claim shall be treated as a Hertz Liability hereunder; and (C) to the extent the events underlying an indemnification claim pursuant to the foregoing would give rise to a Shared Liability, then such indemnification claim shall be treated as a Shared Liability hereunder.

Section 5.2 Indemnification by New Hertz Holdings. Subject to Section 5.4, Section 5.5 and Section 5.6, following the Distribution, New Hertz Holdings shall indemnify, defend and hold harmless HERC Holdings, each HERC Holdings Entity and each of their respective current, former and future directors, officers and employees, and each of the heirs, administrators, executors, successors and assigns of any of the foregoing (collectively, the “HERC Holdings Indemnified Parties”), from and against any and all Liabilities of the HERC Holdings Indemnified Parties relating to, arising out of or resulting from any of the following items (with corresponding credits for recovered or reimbursed payments):

(a) the Hertz Liabilities; and

(b) any breach by any Hertz Entity of this Agreement or any of the Ancillary Agreements (other than the Tax Matters Agreement and the Transition Services Agreement, each of which shall be subject to the provisions contained therein).

Section 5.3 Indemnification by HERC Holdings. Subject to Section 5.4, Section 5.5 and Section 5.6, following the Distribution, HERC Holdings shall indemnify, defend and hold harmless New Hertz Holdings, each Hertz Entity and each of their respective current, former and future directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “Hertz Indemnified Parties”), from and against any and all Liabilities of the Hertz Indemnified Parties relating to, arising out of or resulting from any of the following items (with corresponding credits for recovered or reimbursed payments):

(a) the HERC Holdings Liabilities; and

(b) any breach by any HERC Holdings Entity of this Agreement or any of the Ancillary Agreements (other than the Tax Matters Agreement and the Transition Services Agreement, each of which shall be subject to the provisions contained therein).

Section 5.4 Notice and Payment of Direct Claims. If any Hertz Indemnified Party or any HERC Holdings Indemnified Party (an “Indemnified Party”) determines that it is or may be entitled to indemnification by any party (an “Indemnifying Party”) under this Agreement or any Ancillary Agreement (other than in connection with any Action subject to Section 5.5), the Indemnified Party shall deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and, if then reasonably quantifiable, the amount for which the Indemnified Party reasonably believes it is or may be entitled to be indemnified. Within sixty (60) days after receipt of such notice, the Indemnifying Party shall pay the Indemnified Party that amount in cash or other immediately available funds unless the Indemnifying Party objects to the claim for indemnification or the amount of the claim. If the Indemnifying Party does not give the Indemnified Party written notice objecting to that indemnity claim and setting forth in reasonable detail the grounds for the objection within such sixty (60)-day period, the Indemnifying Party shall be deemed to have agreed to such indemnity claim. If there is an objection by the Indemnifying Party, the Indemnifying Party shall pay to

the Indemnified Party in cash the amount, if any, that is Finally Determined to be required to be paid by the Indemnifying Party in respect of that indemnity claim within fifteen (15) days after that indemnity claim has been so Finally Determined.

Section 5.5 Third-Party Claims.

(a) Within ten (10) days (or sooner if the nature of the Third-Party Claim so requires) after the earlier of receipt of (i) notice that any Person (other than a Taxing Authority (as defined in the Tax Matters Agreement)) that is not a Hertz Entity or a HERC Holdings Entity (a “Third Party”) has commenced an Action against or otherwise involving any Indemnified Party or (ii) information from a Third Party alleging the existence of a claim against an Indemnified Party, in either case, with respect to which indemnification may be sought (in whole or in part) under this Agreement or any Ancillary Agreement (a “Third-Party Claim”), the Indemnified Party shall give the Indemnifying Party written notice of the Third-Party Claim, which notice shall describe the Third-Party Claim in reasonable detail and include copies of all relevant notices and documents (including court papers) received by the Indemnified Party related to such Third-Party Claim. The failure of the Indemnified Party to give timely notice as provided in this Section 5.5 shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party is actually prejudiced by the failure to give such notice.

(b) With respect to any Third-Party Claim that is a Shared Liability:

(i) If the Managing Party determines in its reasonable discretion that a Third-Party Claim constitutes a Shared Liability, the Managing Party shall assume the defense of such Third-Party Claim as soon as reasonably practicable following delivery or receipt, as applicable, of the notice of such Third-Party Claim in accordance with Section 5.5(a); provided, however, that in the event the Managing Party has so determined that a Third-Party Claim constitutes a Shared Liability and a Dispute arises as to whether such Third-Party Claim constitutes a Shared Liability that may be assumed by the Managing Party, the Managing Party may not agree to any settlement or compromise of such Third-Party Claim without the prior written consent of the Non-Managing Party, such consent not to be unreasonably withheld, conditioned or delayed, until such time as such Dispute is resolved in accordance with the procedures set forth in Article VII; provided, that the Managing Party may agree to any settlement or compromise without the prior written consent of the Non-Managing Party during such period if such settlement or compromise (A) contains an unconditional release of the Non-Managing Party from all claims that are the subject of such Third-Party Claim, (B) does not subject the Non-Managing Party to non-monetary relief to which the Managing Party is not also subject, and (C) does not include an admission of liability by the Non-Managing Party. The Non-Managing Party shall cooperate, at the reasonable request of the Managing Party, in the defense of any Third-Party Claim that is a Shared Liability. The Non-Managing Party shall have no authority to settle or compromise any Third-Party Claim that is a Shared Liability.

(ii) (A) A party’s costs and expenses of assuming the defense of, and/or seeking to settle or compromise, any Third-Party Claim that is a Shared Liability, (B) the Non-Managing Party’s costs and expenses incurred in connection with its cooperation in the defense of any such Third-Party Claim, and (C) the Managing Party’s and Non-Managing Party’s out-of-pocket costs and expenses incurred in connection with the compliance with any non-monetary relief imposed on the parties pursuant to any settlement or other disposition of a Shared Liability in accordance with the terms hereof, in each case shall be included in the calculation of the amount of the applicable Shared Liability in determining the obligations of the parties with respect thereto.

(iii) The Managing Party shall consult with the Non-Managing Party prior to taking any action (other than a settlement or compromise, which shall be governed by clause (iv) below) with respect to any Third-Party Claim that is a Shared Liability if the Managing Party's action could reasonably be expected to have a significant adverse impact (financial or non-financial) on the Non-Managing Party, including a significant adverse impact on the rights, obligations, operations, standing or reputation of the Non-Managing Party (or its Subsidiaries or Affiliates), and the Managing Party shall not take such action without the prior written consent of the Non-Managing Party, which consent shall not be unreasonably withheld, delayed or conditioned.

(iv) The Managing Party shall promptly give notice to the Non-Managing Party regarding the substance of any settlement related discussions or proposals with respect to any Third-Party Claim that is a Shared Liability if the resulting settlement could reasonably be expected (A) not to contain an unconditional release of the Non-Managing Party from all claims that are the subject of such Third-Party Claim, (B) to subject the Non-Managing Party to non-monetary relief to which the Managing Party is not also subject, or (C) to include an admission of liability by the Non-Managing Party (any such consent in (A), (B) or (C), a "Consent Settlement"). The Managing Party shall not make any Consent Settlement without the prior written consent of the Non-Managing Party, which consent shall not be unreasonably withheld, delayed or conditioned. In all other instances, the Non-Managing Party shall agree to any such settlement proposal.

(v) The parties hereby agree that if the Managing Party presents the Non-Managing Party with a proposal pursuant to clause (iii) or (iv) above and the Non-Managing Party does not respond in any manner to the Managing Party within thirty (30) days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Non-Managing Party shall be deemed to have consented to the terms of such proposal.

(c) With respect to any Third-Party Claim that is or may be a Shared Insurance Liability, New Hertz Holdings and HERC Holdings: (i) shall maintain open communications on the status of such claim; (ii) shall permit one another reasonable access to nonprivileged information on such claim; and (iii) agree, upon exhaustion of the shared pool of insurance funds, to re-balance, at least annually, the insurance recovery for such Shared Insurance Liabilities to make each Group's share of the Insurance Proceeds proportional to such Group's share of the total amount paid in settlements and/or judgments by insurance and the parties with respect to such Shared Insurance Liabilities.

(d) With respect to any Third-Party Claim that is not a Shared Liability governed by Section 5.5(b):

(i) Within thirty (30) days after receipt of the notice given by the Indemnified Party pursuant to Section 5.5(a), the Indemnifying Party may either (A) assume and control the defense (including claims administration) of such Third-Party Claim at its sole cost and expense by giving written notice to that effect to the Indemnified Party or (B) object to the claim for indemnification set forth in such notice. If the Indemnifying Party does not within the thirty (30)-day period give the Indemnified Party written notice electing to assume and control the defense of such Third-Party Claim, the Indemnified Party shall have the right to continue to control the defense of such Third-Party Claim. If the Indemnifying Party has assumed the defense of a Third-Party Claim in accordance with this Section 5.5(d)(i), the defense of the Third-Party Claim shall be controlled by the Indemnifying Party and counsel retained by the Indemnifying Party, and the Indemnifying Party shall promptly pay or reimburse the Indemnified Party's reasonable attorneys' fees and other costs and expenses incurred in investigating,

preparing or defending such Third Party Claim prior to the Indemnifying Party's assumption of the defense of such Third Party Claim.

(ii) A party may settle or compromise a Third-Party Claim of which it controls the defense with the prior consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed; provided, that no such consent shall be required if the applicable settlement or compromise (A) contains an unconditional release of the other party from all claims that are the subject of such Third-Party Claim, (B) does not subject the other party to non-monetary relief to which the settling or compromising party is not also subject, and (C) does not include an admission of liability by the other party. The parties hereby agree that if a party presents the other party with a proposal to settle or compromise a Third-Party Claim for which either party is seeking to be indemnified hereunder and the party receiving such proposal does not respond in any manner to the party presenting such proposal within thirty (30) days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(iii) An Indemnified Party that does not conduct and control the defense of any Third-Party Claim, or an Indemnifying Party that has failed to elect to defend any Third-Party Claim as contemplated hereby, nevertheless shall have the right to employ separate counsel (including local counsel as necessary) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnified Party or Indemnifying Party, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnifying Party, as the case may be. Notwithstanding the foregoing, such party shall cooperate with the party entitled to conduct and control the defense of such Third-Party Claim in such defense in accordance with Section 6.3(b). In addition to the foregoing, if any Indemnified Party shall in good faith determine, upon the advice of counsel, that such Indemnified Party and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnified Party shall have the right to employ separate counsel (including local counsel as necessary) and to participate in (but not control) the defense, compromise, or settlement thereof, and the Indemnifying Party shall bear the reasonable fees and expenses of such counsel for all Indemnified Parties.

(iv) If there is a timely objection by the Indemnifying Party pursuant to Section 5.5(d)(i), the Indemnified Party shall be entitled to exercise any remedies available under Article VII for a determination as to whether the Indemnified Party may be entitled to indemnification. If it has been Finally Determined that the Indemnified Party is entitled to indemnification, the Indemnifying Party shall, upon request from the Indemnified Party, promptly pay to the Indemnified Party the amount of any expense, loss or other amount subject to indemnification resulting from the Third-Party Claim for which the Indemnifying Party's responsibility has been so Finally Determined.

(v) The Indemnified Party shall take all necessary action to keep and maintain in force all insurance that applies to any claim for which indemnification is sought. The Indemnified Party shall also use reasonable efforts to ensure that Insurance Proceeds received with respect to claims, costs and expenses under insurance policies in force shall be paid to reduce the net exposure of the Indemnified Party.

Section 5.6 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Each of New Hertz Holdings (on behalf of itself and each other member of the Hertz Group) and HERC Holdings (on behalf of itself and each other member of the HERC Holdings Group) intends that any Liability subject to indemnification or reimbursement pursuant to this Agreement will be net of Insurance Proceeds and other amounts received that actually reduce the amount of the Liability for which indemnification is sought. Accordingly, the amount which any Indemnifying Party is required to pay to any Indemnified Party will be reduced by any Insurance Proceeds and other amounts theretofore actually recovered by or on behalf of the Indemnified Party in reduction of the related Liability. If an Indemnified Party receives a payment (an “Indemnity Payment”) required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds or other amounts therefor, then the Indemnified Party will promptly pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or other amounts had been received, realized or recovered.

(b) In the case of any Shared Liability, any Insurance Proceeds actually received, realized or recovered by any party in respect of the Shared Liability will be shared between the Hertz Group and the HERC Holdings Group in accordance with their respective Applicable Proportions, regardless of which Group may actually receive, realize or recover such Insurance Proceeds.

(c) An insurer that would otherwise be obligated to defend or make payment in response to any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions of this Agreement, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a “windfall” (i.e., a benefit it would not be entitled to receive in the absence of the indemnification provisions of this Agreement) by virtue of the indemnification provisions of this Agreement. It is understood that the retention of insurance policies by an Indemnifying Party or an Indemnified Party is in no way intended to limit, inhibit or preclude any right to insurance coverage for any Liability or any other rights under any insurance policy by HERC Holdings, New Hertz Holdings or any other member of their respective Groups under any insurance policy for insurance coverage, defense, reimbursement, subrogation or otherwise.

Section 5.7 Remedies Cumulative. The remedies provided in this Article V shall be cumulative and, subject to Article VII, shall not preclude any Indemnified Party from asserting any other rights or from seeking any and all other remedies against any Indemnifying Party.

Section 5.8 Survival of Indemnities. The rights and obligations of each of New Hertz Holdings and HERC Holdings and their respective Indemnified Parties under this Article V shall survive (a) any party’s sale or other transfer of any Assets or businesses or assignment of any Liabilities and (b) any merger, consolidation, business combination, sale of all or substantially all Assets, restructuring, reorganization or similar transaction involving either party or any of its respective Subsidiaries.

ARTICLE VI EXCHANGE OF INFORMATION; LITIGATION MANAGEMENT; CONFIDENTIALITY

Section 6.1 Agreement for Exchange of Information. Prior to or as promptly as practicable after the Distribution and from time to time as reasonably requested by either party, the party receiving the request shall deliver to the requesting party: (a) any corporate books and records of any member of the requesting party’s Group in the possession of the party receiving the request or any member of its Group

and (b) originals or copies of any corporate books and records of the Group of the party receiving the request that primarily relate to the requesting party's business, its former businesses, its Assets or its Liabilities. From and after the Distribution, all such books, records and copies (where copies are delivered in lieu of originals), whether or not delivered, shall be the property of the members of the requesting party's Group; provided, however, that all such Information contained in such books, records or copies relating to the other party's Group constituting Confidential Information shall be subject to the applicable confidentiality provisions and restricted use provisions contained in this Agreement or the Ancillary Agreements and any confidentiality restrictions imposed by applicable Law. Each party may retain copies of any original books and records delivered to the other party pursuant to this Section 6.1; provided, however, that all such Information contained in such books, records or copies (whether or not delivered to the requesting party) relating to the requesting party's Group constituting Confidential Information shall be subject to the applicable confidentiality provisions and restricted use provisions contained in this Agreement or the Ancillary Agreements and any confidentiality restrictions imposed by applicable Law.

Section 6.2 Access to Information.

(a) In addition to the provisions set forth in Section 6.1 and except in the case of an adversarial Action or threatened adversarial Action by any member of one Group against any member of the other Group (which shall be governed by such discovery rules as may be applicable thereto), from and after the Distribution and upon reasonable notice, a member of either Group may request, on behalf of itself or its representatives, at the expense of the requesting party, reasonable access and duplicating rights during normal business hours to all Information developed or obtained prior to the Distribution within the possession of any member of the other Group and to the personnel of any member of the other Group, in each case, to the extent such access relates to the requesting party or its businesses, its former businesses, its Assets or Liabilities, this Agreement or any Ancillary Agreement. In each case, the requesting party shall cooperate with the other party to minimize the risk of unreasonable interference with the other party's business. The party receiving the request shall have the right to deny access to the Information if such party determines in good faith that the exchange of such Information is reasonably likely to violate any Law or binding agreement, or waive or jeopardize any attorney-client privilege or attorney work product protection; provided, however, that the parties shall, and shall cause their respective Subsidiaries to, take all reasonable measures to permit the sharing of such Information in a manner that avoids any such harm or consequence. In the event access is granted to any Information in this Agreement or in the Ancillary Agreements to which access is restricted by Law or otherwise, the parties shall, and shall cause their respective Subsidiaries to, take such actions as are reasonably necessary, proper or advisable to have such restrictions removed or to seek an exemption therefrom or to otherwise provide the requesting party with the benefit of the Information to the same extent such actions would have been taken on behalf of the requesting party had such a restriction not existed and the Distribution not occurred.

(b) Each of New Hertz Holdings and HERC Holdings agrees that it will only process personal data provided to it by the members of the other Group in accordance with all applicable privacy and data protection law obligations and will implement and maintain at all times appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing and accidental loss, destruction, damage, alteration and disclosure. In addition, each party agrees to provide reasonable assistance to the other party in respect of any obligations under privacy and data protection legislation affecting the disclosure of such personal data to the other party and will not knowingly process such personal data in such a way to cause the other party to violate any of its obligations under any applicable privacy and data protection legislation.

(c) The parties acknowledge and agree that Information located at any off-site storage facility as of the Distribution shall continue to be held at such off-site storage facility following the Distribution pursuant to arrangements administered by New Hertz Holdings or another Hertz Entity. HERC Holdings may from time to time request that New Hertz Holdings retrieve Information of the HERC Holdings Group and deliver such Information to HERC Holdings. The retrieval and delivery of such Information shall be at the sole expense of HERC Holdings. Once so removed, such Information shall be maintained by HERC Holdings and shall not be returned to New Hertz Holdings or the applicable off-site storage facility. From and after the expiration of the applicable retention periods set forth in its record retention policy as in effect on the Distribution Date or as amended after the Distribution Date in accordance with Section 6.5 or such longer period as required by Law, no Hertz Entity shall have any further obligations with respect to Information of the HERC Holdings Group and may destroy any such Information.

Section 6.3 Litigation Management and Support; Production of Witnesses.

(a) From and after the Distribution, New Hertz Holdings (or an applicable member of the Hertz Group) shall be responsible for managing, and shall have the authority to manage, the defense or prosecution, as applicable, and resolution (including settlement) of any Hertz Action, and HERC Holdings (or an applicable member of the HERC Holdings Group) shall be responsible for managing, and shall have the authority to manage, the defense or prosecution, as applicable, and resolution (including settlement) of any HERC Holdings Action.

(b) Notwithstanding any provisions of Section 6.2 to the contrary, after the Distribution, each member of the Hertz Group and the HERC Holdings Group shall use commercially reasonable efforts to assist the other with respect to any Third-Party Claim or potential Third-Party Claim. In addition, any member of either Group shall have the right to request in writing that a member of the other Group make available for consultation or witness purposes, its directors, officers, employees, consultants or agents who have expertise or knowledge with respect to the requesting party's business or products or matters in litigation or alternative dispute resolution to the extent that the requesting party believes any such persons may reasonably be useful or required in connection with any legal, administrative or other proceedings in which the requesting party may from time to time be involved. Upon such request, the affected members of the applicable Group shall select a person or persons to provide the requested assistance after conferring in good faith to determine which person or persons should provide such assistance. Upon such determination, the requested party agrees to make the designated person or persons available to the requesting party upon reasonable notice to the same extent such requested party would have made such person available if the Distribution had not occurred. The requesting party agrees to cooperate with the requested party in giving consideration to such persons' business demands.

Section 6.4 Reimbursement. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, the party requesting Information, consulting or witness services under this Article VI shall reimburse the recipient for the reasonable and documented out-of-pocket costs and expenses, if any, incurred in providing such Information, consulting or witness services to the requesting party.

Section 6.5 Retention of Records. Except as otherwise required by Law or agreed to in writing, or as otherwise provided in this Agreement or any Ancillary Agreement, each member of the Hertz Group and each member of the HERC Holdings Group shall use its commercially reasonable efforts to retain, for the retention periods set forth in its record retention policy as in effect on the

Distribution Date or as amended after the Distribution Date in accordance with the following sentence or such longer period as required by Law, this Agreement or the Ancillary Agreements, all Information in such party's possession substantially relating to the other party or its businesses, its former businesses, its Assets or Liabilities, this Agreement or the Ancillary Agreements (the "Retained Information"). Each member of the Hertz Group or the HERC Holdings Group may amend its record retention policy after the Distribution Date so long as (a) the amended policy complies with applicable Law, (b) the amended policy treats the Retained Information in the same manner as such member's other Information and (c) the amended policy does not allow for the destruction of any Retained Information prior to the earliest date after the Distribution on which such member would have been able to destroy such Retained Information under the policy in effect as of the Distribution.

Section 6.6 Privileged Information. In furtherance of the rights and obligations of the parties set forth in this Article VI:

(a) Each of New Hertz Holdings (on behalf of itself and the other members of the Hertz Group) and HERC Holdings (on behalf of itself and the other members of the HERC Holdings Group) acknowledges that: (i) each member of the Hertz Group and the HERC Holdings Group has or may obtain Information that is or may be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine, the common interest and joint defense doctrines or other applicable privileges ("Privileged Information"); (ii) actual, threatened or future litigation, investigations, proceedings (including arbitration proceedings), claims or other legal matters have been or may be asserted by or against, or otherwise affect, some or all members of the Hertz Group or the HERC Holdings Group ("Litigation Matters"); (iii) members of the Hertz Group and the HERC Holdings Group have or may in the future have a common legal interest in Litigation Matters, in the Privileged Information and in the preservation of the protected status of the Privileged Information; and (iv) each of New Hertz Holdings and HERC Holdings (on behalf of itself and the other members of its Group) intends that the transactions contemplated by this Agreement and the Ancillary Agreements and any transfer of Privileged Information in connection herewith or therewith shall not operate as a waiver of any applicable privilege or protection afforded Privileged Information.

(b) Each of New Hertz Holdings and HERC Holdings agrees, on behalf of itself and each member of the Group of which it is a member, not to disclose or otherwise waive any privilege or protection attaching to any Privileged Information relating to a member of the other Group or relating to or arising in connection with the relationship between the Groups prior to the Distribution, without providing prompt written notice to and obtaining the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

(c) Upon any member of the Hertz Group or the HERC Holdings Group receiving any subpoena or other compulsory disclosure notice from a court, other Governmental Authority or otherwise that requests disclosure of Privileged Information belonging to a member of the other Group, the recipient of the notice shall promptly provide to HERC Holdings, in the case of receipt by a member of the Hertz Group, or to New Hertz Holdings, in the case of receipt by a member of the HERC Holdings Group, a copy of such notice, the intended response and all materials or information relating to the other Group that might be disclosed. In the event of a disagreement as to the intended response or disclosure, unless and until the disagreement is resolved as provided in Article VII, the members of the Hertz Group and members of the HERC Holdings Group shall cooperate to assert all defenses to disclosure claimed, at the cost and expense of the members of the Group claiming such defenses to disclosure, and shall not disclose any disputed documents or information until all legal defenses and claims of privilege have been Finally Determined.

Section 6.7 Confidentiality.

(a) From and after the Distribution, each party will, and will cause its CI Recipients that receive Confidential Information to, hold as confidential and not disclose to any other Person any confidential and proprietary Information concerning or belonging to the members of the other Group obtained by it prior to the Distribution or furnished to it by any member of the other Group pursuant to this Agreement or any Ancillary Agreement (“Confidential Information”). “Confidential Information” includes: (i) this Agreement and any Ancillary Agreement and their terms and conditions and (ii) any Information obtained or reviewed by a party or its CI Recipients in the course of reviewing the other party’s records in accordance with this Agreement or any Ancillary Agreement, regardless of whether it is marked as “Confidential.” “Confidential Information” does not include any information that: (i) is or becomes publicly known, other than as a result of disclosure by the receiving party or its CI Recipients in breach of this Agreement or any Ancillary Agreement; (ii) is known to the receiving party or its CI Recipients before disclosure under this Agreement or any Ancillary Agreement, as documented by business records (provided that information with respect to which ownership has been allocated to the disclosing party pursuant to this Agreement or any Ancillary Agreement shall constitute Confidential Information notwithstanding its prior disclosure to the receiving party or its CI Recipients); (iii) is disclosed to the receiving party or its CI Recipients by a Third Party having no obligation of confidentiality to the disclosing party or its Affiliates; or (iv) is independently developed by the receiving party or its CI Recipients without use of or reference to the disclosing party’s Confidential Information as documented by reasonable evidence.

(b) Notwithstanding Section 6.7(a), each party may disclose the other party’s Confidential Information to its CI Recipients who reasonably need to know such information in their capacities as such, and each party and its CI Recipients may (i) disclose the other party’s Confidential Information if legally requested or compelled to do so, in accordance with the terms and conditions of Section 6.7(c) below; (ii) disclose this Agreement and any Ancillary Agreement as reasonably necessary in connection with efforts to resolve a Dispute; and (iii) disclose this Agreement and any Ancillary Agreement to third parties for strategic due diligence purposes if the third party has signed a confidentiality agreement covering the disclosure.

(c) In the event that either receiving party or any of its CI Recipients is required by Law or court, regulatory or governmental order or demand or requested by any Governmental Authority to disclose any of the Confidential Information, such receiving party agrees that it, to the extent permitted by Law, will provide the disclosing party with prompt written notice of such requirement or request so that the disclosing party may seek a protective order or other appropriate remedy and to cooperate with the disclosing party (at the disclosing party’s sole expense) to obtain any such order or remedy. If such protective order or other remedy is not obtained or the disclosing party grants a waiver hereunder, the receiving party or such CI Recipient may furnish only that portion of the Confidential Information which the receiving party or such CI Recipient determines, upon advice of counsel, that it is legally requested or compelled to disclose; provided, however, that the receiving party and its CI Recipients shall use their commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(d) The receiving party shall cause all of its CI Recipients to comply with the applicable terms of this Section 6.7 and shall be fully responsible for any and all failures of such CI Recipients to comply with the terms of this Section 6.7 applicable to such CI Recipients.

(e) The parties will, at the disclosing party's request, use commercially reasonable efforts to, at the disclosing party's election and expense, promptly return to the disclosing party, or destroy and deliver to the disclosing party written confirmation of the destruction of, all documents and materials in tangible or electronic form containing any Confidential Information in the possession or control of the party to which such information was disclosed. Notwithstanding the foregoing, the parties hereto acknowledge that certain systems utilized by each party, in its capacity as a receiving party of Confidential Information hereunder, may not permit the purging or deletion of data, and in such case such receiving party shall not be obligated to return or destroy such data pursuant to the preceding sentence and agrees to maintain copies of affected data containing Confidential Information of the disclosing party for the minimum amount of time permitted by such systems and not to use such Confidential Information for any other purposes.

Section 6.8 Joint Defense. In the event that both a member of the HERC Holdings Group and a member of the Hertz Group are defendants in the same proceeding, upon reasonable request, the appropriate member or members of each such Group shall enter into a written joint defense agreement in a form reasonably acceptable to such parties.

ARTICLE VII DISPUTE RESOLUTION

Section 7.1 Step Process. Except with respect to the Tax Matters Agreement, which shall be subject to the provisions contained therein, any controversy or claim arising out of or relating to this Agreement or any Ancillary Agreements, or the breach thereof (a "Dispute"), shall be resolved: (a) first, by negotiation as provided in Section 7.2(a); (b) then, if negotiation fails, by mediation as provided in Section 7.2(b); and (c) then, if negotiation and mediation fail, by binding arbitration as provided in Section 7.3(c). Each party agrees on behalf of itself and each member of its respective Group that the procedures set forth in this Article VII shall be the exclusive means for resolution of any Dispute. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

Section 7.2 Negotiation; Mediation; Arbitration.

(a) Promptly following the date hereof, each party shall distribute to the other a list (as supplemented and amended, the "Executive List") setting forth by name and title the senior executives with the requisite authority to resolve any Dispute that should arise with respect to each of this Agreement and the Ancillary Agreements (other than the Tax Matters Agreement), and his or her contact information. Each party may supplement and amend the Executive List from time to time by providing written notice to the other party. The parties shall attempt in good faith to resolve in the normal course of business any Dispute promptly by negotiation between senior executives set forth on the Executive List. Any party may give the other party written notice of any Dispute not resolved in the normal course of business (a "Dispute Notice"). Within fifteen (15) days after delivery of such Dispute Notice, the receiving party shall submit to the other a written response to the Dispute. The Dispute Notice and response shall include (i) a written statement of that party's position and a summary of facts, documents and arguments supporting that position and (ii) the identification of the executive and his or her title and any other persons that will accompany the executive to discuss and attempt to resolve the Dispute. Within thirty (30) days after delivery of the initial Dispute Notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. All

negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(b) If a Dispute has not been resolved by negotiation as provided in Section 7.2(a) above within forty-five (45) days after delivery of the initial Dispute Notice requesting negotiation, or if the parties failed to meet within thirty (30) days after delivery of the initial Dispute Notice, the parties shall endeavor to settle the Dispute by nonbinding mediation in accordance with the CPR Institute for Dispute Resolution (“CPR”) Mediation Procedure then currently in effect; provided, however, that if one party fails to participate in the negotiation as provided in this Section 7.2(a) above, the other party can initiate mediation prior to the expiration of the forty-five (45) day period (the date on which either party may or shall be obligated to submit to mediation being referred to herein as the “Mediation Trigger Date”). Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals. The parties shall select the mediator within thirty (30) days after the Mediation Trigger Date and will conduct the mediation within forty-five (45) days after the selection of the mediator.

(c) Any Dispute which has not been resolved pursuant to Section 7.2(a) or Section 7.2(b) above within the time frames set forth therein, shall be finally resolved by arbitration in accordance with this Section 7.2(c); provided, however, that if one party fails to participate in either the negotiation or mediation as agreed herein, the other party can commence arbitration prior to the expiration of the time periods set forth above. New Hertz Holdings and HERC Holdings will agree upon the rules of the arbitration prior to the arbitration and based upon the nature of the Dispute. To the extent that the parties cannot agree on the rules of the arbitration, then the CPR Rules for Non-Administered Arbitrations in effect at the time arbitration is sought or invoked will apply. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. As a minimum set of rules in the arbitration the Parties agree as follows:

(i) The arbitration shall be held before a single arbitrator if the amount at stake is less than \$10,000,000, in which case the parties will work together to select an arbitrator that is mutually satisfactory to both parties. If the parties are unable to reach agreement as to the selection of the single arbitrator within thirty (30) days, then the single arbitrator will be chosen by CPR from CPR’s Panels of Distinguished Neutrals. The arbitrator will be knowledgeable regarding the businesses of the parties or otherwise be acceptable to the parties. The arbitration shall be held before a panel of three arbitrators if the amount at stake is greater than or equal to \$10,000,000, in which case the panel will consist of one arbitrator selected by New Hertz Holdings, the other selected by HERC Holdings, and the third selected by those two arbitrators. If the party-appointed arbitrators cannot agree on a third arbitrator within thirty (30) days of their appointment, then the third arbitrator shall be chosen by CPR from CPR’s Panels of Distinguished Neutrals, which arbitrator shall be knowledgeable regarding the businesses of the parties or the nature of the Dispute.

(ii) The decision of the arbitrator(s) will be considered as a final and binding resolution of the disagreement, will not be subject to appeal and may be entered as an order in any court of competent jurisdiction in the United States; provided that this Agreement confers no power or authority upon the arbitrators to render any decision that is based on clearly erroneous findings of fact, that manifestly disregards the Law, or exceeds of the powers of the arbitrator(s), and no such decision will be eligible for confirmation. Each party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such order. No party will sue the other except for enforcement of the arbitrators’ decision if the other party is not performing in accordance with the arbitrators’ decision. The provisions of this Agreement will be binding on the arbitrators.

(iii) Any arbitration proceeding will be conducted on a confidential basis.

(iv) The arbitrators' discretion to fashion remedies hereunder will be no broader or narrower than the legal and equitable remedies available to a court, unless the parties expressly state elsewhere in this Agreement or any Ancillary Agreement that parties will be subject to broader or narrower legal and equitable remedies than would be available under the Law governing this Agreement or any Ancillary Agreement.

(v) The place of arbitration shall be New York, New York, unless the parties mutually agree to hold the arbitration in another location.

(vi) The arbitrator is authorized to streamline the proceedings, limit discovery, limit the number of witnesses, and provide for hearings and reports submitted by teleconference or video conference to minimize travel times, costs and expenses and to accommodate schedules.

Section 7.3 Equitable Relief. Nothing in this Article VII will prevent either party from resorting to judicial proceedings if interim or other equitable relief from a court is necessary to prevent irreparable damages to a party.

Section 7.4 Expenses. Each party shall bear its own costs, expenses and attorneys' fees in pursuit and resolution of any Dispute and shall share equally the fees of the mediator or arbitrator(s).

ARTICLE VIII MISCELLANEOUS

Section 8.1 Coordination with Ancillary Agreements; Conflicts. Except as otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of an Ancillary Agreement, the provisions of the Ancillary Agreement shall control over the inconsistent provisions of this Agreement as to matters specifically addressed in the Ancillary Agreement. The Tax Matters Agreement shall govern all matters (including any indemnities and payments among the parties and each other member of their respective Groups and the allocation of any rights and obligations pursuant to agreements entered into with Third Parties) relating to Taxes or otherwise specifically addressed in the Tax Matters Agreement.

Section 8.2 Expenses. Except as otherwise expressly provided in this Agreement or in any Ancillary Agreement, the fees, costs and expenses paid or incurred by any member of either Group prior to the Distribution in connection with the Separation and the Distribution and the performance of this Agreement and any Ancillary Agreement (the "Distribution Expenses"), shall be shared as follows: (a) Distribution Expenses paid or incurred to enable HERC Holdings and the HERC Group to operate as a standalone consolidated entity shall be allocated one hundred percent (100%) to HERC Holdings; (b) Distribution Expenses paid or incurred that constitute costs, expenses and commissions associated with establishing debt facilities or incurring indebtedness in connection with the Distribution shall be allocated one hundred percent (100%) to the party establishing such facilities or incurring such indebtedness; and (c) all general Distribution Expenses paid or incurred but not allocated in accordance with (a) or (b) above shall be allocated eighty-five percent (85%) to New Hertz Holdings and fifteen percent (15%) to HERC Holdings. Except as otherwise expressly set forth in this Agreement or in any Ancillary Agreement, all other fees, costs and expenses paid or incurred in connection with the Separation and the Distribution and the performance of this Agreement and any Ancillary Agreement, whether performed by a Third Party or

internally, will be paid by the party incurring such fees or expenses. For the avoidance of doubt, to the extent not accrued prior to the Distribution, (a) HERC Holdings will be responsible for (i) any transfer fees (including any pricing increases) related to the transfer of any HERC Holdings Assets to any member of the HERC Holdings Group (including all fees and expenses payable by a member of either Group in connection with the transfer of any Assets pursuant to clause (d) of the definition of “HERC Holdings Assets”), (ii) the cost of any replacement for any Asset that is not a HERC Holdings Asset and (iii) all costs, expenses and commissions associated with the HERC Credit Facility and HERC Financing Arrangements and (b) New Hertz Holdings will be responsible for (i) any fees to the NYSE, (ii) any transfer fees (including any pricing increases) related to the transfer of any Hertz Assets to any member of the Hertz Group (including all fees and expenses payable by a member of either Group in connection with the transfer of any Assets pursuant to clause (d) of the definition of “Hertz Assets”), (iii) the cost of any replacement for any Asset that is not a Hertz Asset and (iv) all costs, expenses and commissions associated with the New Hertz Financing Arrangements.

Section 8.3 Termination. This Agreement and any Ancillary Agreement may be terminated by the Old Hertz Holdings Board, in its sole and absolute discretion, at any time prior to the Distribution. In the event of any termination of this Agreement prior to the Distribution, no party (or any member of its Group or any of its or their respective directors or officers) shall have any Liability or further obligation to any other party (or any member of its Group) with respect to this Agreement or such Ancillary Agreement.

Section 8.4 Third Party Beneficiaries. Except as otherwise provided (a) hereunder in Article V with respect to Indemnified Parties and in Section 5.1 with respect to the release of any Person pursuant thereto, or (b) otherwise in any Ancillary Agreement with respect to Third Parties entitled to indemnification thereunder, nothing contained in this Agreement or any Ancillary Agreement shall be construed to create any third-party beneficiary rights in any individual.

Section 8.5 Entire Agreement; No Reliance; Amendment. This Agreement (including all Schedules hereto) and the Ancillary Agreements constitute the entire agreement with respect to the subject matter hereof, and any prior agreements, oral or written, are no longer effective, except as otherwise set forth herein. In deciding whether to enter into this Agreement and the Ancillary Agreements, the parties have not relied on any representations, statements, or warranties other than those explicitly contained in this Agreement and the Ancillary Agreements. No amendments or modifications to this Agreement or any Ancillary Agreements are valid unless in writing, signed by both parties to such agreement.

Section 8.6 Waiver. Except as otherwise provided in this Agreement or any Ancillary Agreement, neither party waives any rights under this Agreement or any Ancillary Agreement by delaying or failing to enforce such rights. No waiver by any party of any breach or default hereunder or under any Ancillary Agreement shall be deemed to be a waiver of any subsequent breach or default. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 8.7 Notices. All notices or other communications required to be sent or given under this Agreement or any Ancillary Agreement will be in writing and will be delivered personally, by commercial overnight courier, by facsimile or by electronic mail, directed to the addresses set forth below. Notices are deemed properly given as follows: (a) if delivered personally, on the date delivered, (b) if delivered by a commercial overnight courier, one (1) Business Day after such notice is sent, and (c) if delivered by facsimile or electronic mail, on the date of transmission, with confirmation of

transmission; provided, however, that if the notice is sent by facsimile or electronic mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a) or (b).

(A) If to New Hertz Holdings:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, FL 33928
Attention: Richard J. Frecker
Fax: (866) 888-3765
E-mail: rfrecker@hertz.com

(B) If to HERC Holdings:

HERC Holdings, Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134
Attention: Maryann Waryjas
Fax: /(__) __-___/
E-mail: mwaryjas@hertz.com

Section 8.8 Counterparts. This Agreement and any Ancillary Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement or any Ancillary Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement or any Ancillary Agreement as to the parties hereto and may be used in lieu of the original version of this Agreement or any Ancillary Agreement for all purposes. Signatures of the parties hereto or to any Ancillary Agreement transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 8.9 Severability. If any provision of this Agreement or any Ancillary Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement or any Ancillary Agreement. Upon such determination that a provision is invalid or unenforceable, the parties will negotiate in good faith to modify this Agreement or the applicable Ancillary Agreement so as to effect the original intent of the parties as closely as possible.

Section 8.10 Interpretation. When a reference is made in this Agreement to a Section, Article, Annex, Schedule or Exhibit, such reference shall be to a Section, Article, Annex, Schedule or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Schedule, Annex or Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement or the Ancillary Agreement to which such Schedule, Annex or Exhibit is attached, as applicable. All Schedules, Annexes and Exhibits annexed hereto or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in this Agreement. The provisions of this Agreement will be construed according to their fair meaning and neither for nor against either party irrespective of which party caused such provisions to be drafted. The terms "include" and "including" do not limit the preceding terms. Each reference to "\$" or "dollars" is to United States dollars.

Section 8.11 Governing Law. This Agreement and any Ancillary Agreements and all disputes or controversies arising out of or relating to this Agreement or any Ancillary Agreements or the transactions contemplated hereby or thereby shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

Section 8.12 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any party without the prior written consent of the other party to this Agreement, and any such assignment without such prior written consent shall be null and void; provided, however, that if any party to this Agreement (or any of its successors or permitted assigns) (a) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (b) shall transfer all or substantially all of its properties and/or Assets to any Person, then, and in each such case, the party (or its successors or permitted assigns, as applicable) shall ensure that such Person assumes all of the obligations of such party (or its successors or permitted assigns, as applicable) under this Agreement, in which case the consent described in the previous sentence shall not be required; provided, further, that no permitted assignment pursuant to this Section 8.12 shall release the assigning party from liability for the full performance of its obligations under this Agreement.

Section 8.13 Payment. Except as expressly provided in this Agreement or any Ancillary Agreement, (a) any amount payable pursuant to this Agreement or any Ancillary Agreement by one party (or any member of such party's Group) shall be paid within thirty (30) days after presentation of an invoice or a written demand by the party entitled to receive such payments, which demand shall include documentation setting forth in reasonable detail the basis for the amount payable, and (b) any payment not made within thirty (30) days of the written demand for such payment shall bear interest at a rate equal to the prime rate (as published in the Wall Street Journal from time to time) plus three (3) percentage points, from the invoice due date to the date of payment.

Section 8.14 Parties' Obligations. Except as expressly provided in this Agreement or any Ancillary Agreement, each of New Hertz Holdings (on behalf of itself and the other members of the Hertz Group) and HERC Holdings (on behalf of itself and the other members of the HERC Holdings Group) acknowledges and agrees that such party's obligations under this Agreement shall include obligations of each member of its respective Group and each of its and their respective employees. Each of New Hertz Holdings and HERC Holdings agrees to cause the members of its Group to take any action or refrain from taking any action required of such members under this Agreement and any Ancillary Agreement.

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IN WITNESS WHEREOF, the parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives.

HERTZ GLOBAL HOLDINGS, INC.

By: _____
Name:
Title:

HERC HOLDINGS, INC.

By: _____
Name:
Title:

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
HERTZ RENTAL CAR HOLDING COMPANY, INC.

HERTZ RENTAL CAR HOLDING COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Hertz Rental Car Holding Company, Inc. The name of the Corporation will change to Hertz Global Holdings, Inc. when this Amended and Restated Certificate of Incorporation becomes effective.

2. The original Certificate of Incorporation was filed on August 28, 2015.

3. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware and by the written consent of its sole stockholder in accordance with Section 228 of the General Corporation Law of the State of Delaware, and is to become effective as of 5:00 p.m. Eastern Standard Time on _____, 2016.

4. This Amended and Restated Certificate of Incorporation amends and restates the Certificate of Incorporation to read in its entirety as follows:

FIRST. *Name.* The name of the Corporation is Hertz Global Holdings, Inc.

SECOND. *Registered Office; Registered Agent.* The Corporation's registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. *Purpose.* The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH. *Capital Stock.* The total number of shares of stock which the Corporation shall have authority to issue is 440,000,000 shares, consisting of: (x) 400,000,000 shares of common stock, par value \$0.01 per share (the "Common Stock"), and (y) 40,000,000 shares of preferred stock, par value \$0.01 per share (the "Preferred Stock"), issuable in one or more series as hereinafter provided.

(a) Common Stock. Except as may otherwise be provided in this Amended and Restated Certificate of Incorporation, in a Preferred Stock Designation (as hereinafter defined), or as required by law, the holders of outstanding shares of Common Stock shall have the right to vote on all questions to the exclusion of all other stockholders, each holder of record of Common Stock being entitled to one vote for each share of Common Stock standing in the name of the stockholder on the books of the Corporation.

(b) Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the “Board of Directors”) (or any committee to which it may duly delegate the authority granted in this Article Fourth) is hereby empowered to authorize the issuance from time to time of shares of Preferred Stock in one or more series, for such consideration and for such corporate purposes as the Board of Directors (or such committee thereof) may from time to time determine, and by filing a certificate (hereinafter referred to as a “Preferred Stock Designation”) pursuant to applicable law of the State of Delaware as it presently exists or may hereafter be amended to establish from time to time for each such series the number of shares to be included in each such series and to fix the designations, powers, rights and preferences of the shares of each such series, and the qualifications, limitations and restrictions thereof to the fullest extent now or hereafter permitted by this Amended and Restated Certificate of Incorporation and the laws of the State of Delaware, including, without limitation, voting rights (if any), dividend rights, dissolution rights, conversion rights, exchange rights and redemption rights thereof, as shall be stated and expressed in a resolution or resolutions adopted by the Board of Directors (or such committee thereof) providing for the issuance of such series of Preferred Stock. The authority of the Board of Directors (or such committee thereof) with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

- (i) the designation of the series, which may be by distinguishing number, letter or title;
- (ii) the number of shares of the series, which number the Board of Directors (or such committee thereof) may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding);
- (iii) the amounts payable on and the preferences, if any, of shares of the series in respect of dividends, and whether such dividends, if any, shall be cumulative or noncumulative;
- (iv) the dates on which dividends, if any, shall be payable;
- (v) the redemption rights and price or prices, if any, for shares of the series;
- (vi) the terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

- (vii) the amounts payable on, and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;
- (viii) whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;
- (ix) restrictions on the issuance of shares of the same series or of any other class or series; and
- (x) the voting rights, if any, of the holders of shares of the series.

FIFTH. *Management of Corporation.* The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) The directors of the Corporation, subject to any rights of the holders of shares of any class or series of Preferred Stock to elect directors, shall be elected by the stockholders entitled to vote thereon at each annual meeting of stockholders and shall hold office until the next annual meeting of stockholders and until each of their successors shall have been elected and qualified.

(b) Subject to any special rights of any holders of any class or series of Preferred Stock to elect directors, the precise number of directors of the Corporation shall be fixed, and may be altered from time to time, only by resolution of the Board of Directors. No decrease in the number of directors shall shorten the term of any incumbent director.

(c) Subject to this Article Fifth, the election of directors may be conducted in any manner approved by the officer of the Corporation presiding at a meeting of the stockholders or the directors, as the case may be, at the time when the election is held and need not be by written ballot.

(d) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law, by this Amended and Restated Certificate of Incorporation or by the By-Laws) shall be vested in and exercised by the Board of Directors.

(e) The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the By-Laws of the Corporation.

(f) To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of the State of Delaware is amended after the date of the filing of this Amended and Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended from time to time. Any amendment or repeal of this clause (f) of this Article Fifth shall not adversely affect any right or protection of a director of the Corporation existing at the time of such amendment or repeal.

(g) To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, the Corporation shall indemnify and advance expenses to the directors of the Corporation, provided that, except as otherwise provided in the By-Laws of the Corporation, the Corporation shall not be obligated to indemnify or advance expenses to a director of the Corporation in respect of an action, suit or proceeding (or part thereof) instituted by such director, unless such action, suit or proceeding (or part thereof) has been authorized by the Board of Directors. The rights provided by this clause (h) of this Article Fifth shall not limit or exclude any rights, indemnities or limitations of liability to which any director of the Corporation may be entitled, whether as a matter of law, under the By-Laws of the Corporation, by agreement, vote of the stockholders, approval of the directors of the Corporation or otherwise. Any amendment or repeal of this clause (g) of this Article Fifth shall not adversely affect any right or protection of a director of the Corporation existing at the time of such amendment or repeal.

SIXTH. *Stockholder Action by Written Consent; Stockholder Nominations and Proposals.* Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken only upon the vote of the stockholders at an annual or special meeting duly called and may not be taken by written consent of the stockholders. The By-Laws may establish procedures, in addition to those specified in Article Seventh, regulating the submission by stockholders of nominations and proposals for consideration at meetings of stockholders of the Corporation.

SEVENTH. *Special Meetings.*

(a) Subject to the terms of any class or series of Preferred Stock and except as required by law, special meetings of the stockholders of the Corporation may be called only by: (i) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any

vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption); (ii) the Chair of the Board; (iii) the Chief Executive Officer; and shall be held at such place, if any, and on such date, and at such time as they shall fix; or (iv) subject to the provisions of this Article Seventh and the other applicable provisions of this Amended and Restated Certificate of Incorporation, a special meeting of the stockholders shall be called by the Secretary of the Corporation upon the written request (a “Stockholder Requested Special Meeting”) of one or more stockholders of record of the Corporation that together have continuously held, for their own account or on behalf of others, beneficial ownership of at least a thirty-five percent (35%) “net long position” of the outstanding Common Stock (the “Requisite Percent”) for at least thirty (30) days as of the Delivery Date (as defined below).

(b) For purposes of determining the Requisite Percent, “net long position” shall be determined with respect to each requesting holder in accordance with the definition thereof set forth in Rule 14e-4 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”); provided, that (x) for purposes of such definition, (1) “the date that a tender offer is first publicly announced or otherwise made known by the bidder to the holders of the security to be acquired” shall be the date of the relevant Special Meeting Request (as defined below), (2) the “highest tender offer price or stated amount of the consideration offered for the subject security” shall refer to the closing sales price of the Common Stock on the New York Stock Exchange (or such other securities exchange designated by the Board of Directors if the Common Stock is not listed for trading on the New York Stock Exchange) on such date (or, if such date is not a trading day, the next succeeding trading day), (3) the “person whose securities are the subject of the offer” shall refer to the Corporation, and (4) a “subject security” shall refer to the outstanding Common Stock; and (y) the “net long position” of such holder shall be reduced by the number of shares of Common Stock as to which the Board of Directors determines that such holder does not, or will not, have the right to vote or direct the vote at the special meeting or as to which the Board of Directors determines that such holder has entered into any derivative or other agreement, arrangement or understanding that hedges or transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of such shares.

(c) Whether the requesting holders have complied with the requirements of this Article Seventh and related provisions of this Amended and Restated Certificate of Incorporation shall be determined in good faith by the Board of Directors, which determination shall be conclusive and binding on the Corporation and its stockholders.

(d) In order for a Stockholder Requested Special Meeting to be called, one or more requests for a special meeting (each, a “Special Meeting Request,” and collectively, the “Special Meeting Requests”) must be signed by the Requisite Percent of stockholders submitting such request and by each of the beneficial owners, if any, on whose behalf the Special Meeting Request is being made and must be delivered to the Secretary of the Corporation. The Special Meeting Request(s) shall be delivered to

the Secretary of the Corporation at the principal executive offices of the Corporation by overnight express courier or registered mail, return receipt requested. Each Special Meeting Request shall (i) set forth a statement of the specific purpose(s) of the meeting and the matters proposed to be acted on at it, (ii) bear the date of signature of each such stockholder signing the Special Meeting Request, (iii) set forth (1) the name and address, as they appear in the Corporation's books, of each stockholder signing such request and the beneficial owners, if any, on whose behalf such request is made, and (2) the class, if applicable, and the number of shares of Common Stock that are owned of record and beneficially (within the meaning of Rule 13d-3 under the Exchange Act) by each such stockholder and the beneficial owners, if any, on whose behalf such request is made, (iv) include documentary evidence that the stockholders requesting the special meeting own the Requisite Percent as of the Delivery Date; provided, that if the stockholders are not the beneficial owners of the shares constituting all or part of the Requisite Percent, then to be valid, the Special Meeting Request must also include documentary evidence (or, if not simultaneously provided with the Special Meeting Request, such documentary evidence must be delivered to the Secretary of the Corporation within ten (10) days after the Delivery Date) that the beneficial owners on whose behalf the Special Meeting Request is made beneficially own such shares as of the Delivery Date, (v) an agreement by each of the stockholders requesting the special meeting and each beneficial owner, if any, on whose behalf the Special Meeting Request is being made to notify the Corporation promptly in the event of any decrease in the "net long position" held by such stockholder or beneficial owner following the delivery of such Special Meeting Request and prior to the special meeting and an acknowledgement that any such decrease shall be deemed to be a revocation of such Special Meeting Request by such stockholder or beneficial owner to the extent of such reduction, and (vi) contain all of the information required by the By-Laws to be disclosed pursuant to the By-Laws as if the stockholders requesting the special meeting and the beneficial owners, if any, on whose behalf the Special Meeting Request is being made were proposing business to be considered at an annual meeting of stockholders, provided that (1) all references to "Proposing Person" in the By-Laws shall, for purposes of this clause (d) of this Article Seventh, mean (x) the stockholders of record making the Special Meeting Request and (y) any beneficial owner or beneficial owners, if different, on whose behalf the Special Meeting Request is being made and (2) all references to "Associated Person" in the By-Laws shall, for purposes of this clause (d) of this Article Seventh, mean any affiliate or associate (each within the meaning of Rule 12b-2 under the Exchange Act for purposes of these By-Laws) of a Proposing Person. The stockholders of record and beneficial owners making the Special Meeting Request shall update the information required by clause (d)(vi) of this Article Seventh at such times and in the manner contemplated by the By-Laws as if the stockholders requesting the special meeting and the beneficial owners, if any, on whose behalf the Special Meeting Request is being made were proposing business to be considered at an annual meeting of stockholders. Each stockholder making a Special Meeting Request and each beneficial owner, if any, on whose behalf the Special Meeting Request is being made is required to update the notice delivered pursuant to this Article Seventh in accordance with the applicable provisions of the By-Laws. Any

requesting stockholder may revoke his, her or its Special Meeting Request at any time prior to the special meeting by written revocation delivered to the Secretary of the Corporation at the principal executive offices of the Corporation. If at any time after sixty (60) days following the earliest dated Special Meeting Request, the unrevoked (whether by specific written revocation by the stockholder or pursuant to clause (d)(v) of this Article Seventh) valid Special Meeting Requests represent in the aggregate less than the Requisite Percent, then the requesting stockholder(s) or beneficial owner(s) shall be deemed to have withdrawn such request (in connection with which the Board of Directors may cancel the meeting).

In determining whether a special meeting of stockholders has been requested by stockholders holding in the aggregate at least the Requisite Percent, multiple Special Meeting Requests delivered to the Secretary of the Corporation will be considered together only if each Special Meeting Request identifies substantially the same purpose or purposes of the special meeting and substantially the same matters proposed to be acted on at the special meeting (in each case as determined in good faith by the Board of Directors), and such Special Meeting Requests have been delivered to the Secretary of the Corporation within sixty (60) days of the earliest dated Special Meeting Request.

(e) Except as provided in the next sentence, a special meeting requested by stockholders shall be held at such date, time and place within or without the State of Delaware as may be fixed by the Board of Directors; provided, however, that the date of any such special meeting shall be not more than ninety (90) days after the date on which valid Special Meeting Request(s) constituting the Requisite Percent are delivered to the Secretary of the Corporation (such date of delivery being the "Delivery Date"). Notwithstanding the foregoing, the Secretary of the Corporation shall not be required to call a special meeting of stockholders if (i) the Board of Directors calls an annual meeting of stockholders, or a special meeting of stockholders at which a Similar Item (as defined below) is to be presented pursuant to the notice of such meeting, in either case to be held not later than sixty (60) days after the Delivery Date; (ii) the Delivery Date is during the period commencing one hundred twenty (120) days prior to the first anniversary of the date of the immediately preceding annual meeting and ending on the earlier of (1) the date of the next annual meeting and (2) thirty (30) days after the first anniversary of the date of the immediately preceding annual meeting; or (iii) the Special Meeting Request(s) (1) contain an identical or substantially similar item (as determined in good faith by the Board of Directors, a "Similar Item") to an item that was presented at any meeting of stockholders held not more than one hundred and twenty (120) days before the Delivery Date (and for purposes of this clause (iii), the election of directors shall be deemed a Similar Item with respect to all items of business involving the election or removal of directors); (2) relate to an item of business that is not a proper subject for action by the stockholders under applicable law and Article Seventh; (3) were made in a manner that involved a violation of Regulation 14A under the Exchange Act or other applicable law; or (4) do not comply with the provisions of this Article Seventh.

(f) Business transacted at any Stockholder Requested Special Meeting shall be limited to the purpose(s) stated in the Special Meeting Request for such special meeting; provided, that the Board of Directors shall have the authority in its discretion to submit additional matters to the stockholders and to cause other business to be transacted pursuant to the Corporation's notice of meeting. If none of the stockholders who submitted a Special Meeting Request appears (in person or by proxy) at or sends a duly authorized representative to the Stockholder Requested Special Meeting to present the matters to be presented for consideration that were specified in the Special Meeting Request, the Corporation need not present such matters for a vote at such meeting.

EIGHTH. *Section 203 of the General Corporation Law.* The Corporation elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

NINTH. *Rights Plans.* Any Rights Plan adopted by the Board of Directors shall have a triggering "Acquiring Person" ownership threshold of 20% or higher. If the Board of Directors adopts a Rights Plan, such Rights Plan will be put to a vote of stockholders within 135 days of the date of adoption of such Rights Plan (the "135th Day Deadline"). If the Company fails to hold a stockholder vote on or prior to the 135th Day Deadline, then the Rights Plan shall automatically terminate on the 135th Day Deadline. If a stockholder vote is held on the Rights Plan and it is not approved by the holders of a majority of shares voted, then the Rights Plan shall expire on a date not later than the 135th Day Deadline. The term "Rights Plan" shall mean any plan or arrangement of the sort commonly referred to as a "rights plan" or "stockholder rights plan" or "shareholder rights plan" or "poison pill" that is designed to increase the cost to a potential acquirer of exceeding the applicable ownership thresholds through the issuance of new rights, common stock or preferred stock (or any other security or device that may be issued to stockholders of the Corporation other than ratably to all stockholders of the Corporation) that carry severe redemption provisions, favorable purchase provisions or otherwise, and any related rights agreement that effectuates the Rights Plan.

TENTH. *Exclusive Forum.* Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the General Corporation Law of the State of Delaware or this Amended and Restated Certificate of Incorporation or the By-Laws (as either may be amended from time to time), or (d) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware). Any person or entity purchasing or otherwise acquiring any interests in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Tenth.

ELEVENTH. *Amendment.* In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware as they presently exist or may be amended, the Corporation may from time to time alter, amend, repeal or adopt, in whole or in part, any provisions of this Amended and Restated Certificate of Incorporation.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Amended and Restated Certificate of Incorporation of the Corporation on the ___ day of _____, 2016.

HERTZ RENTAL CAR HOLDING COMPANY, INC.

By _____
Name:
Title:

HERTZ RENTAL CAR HOLDING COMPANY, INC.

AMENDED AND RESTATED BY-LAWS

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HERTZ RENTAL CAR HOLDING COMPANY, INC.

AMENDED AND RESTATED BY-LAWS

Effective as of [_____], 2016

Article I

STOCKHOLDERS

Section 1.01. Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors (each, a “Director”) to succeed Directors whose terms expire and for the transaction of such other business as properly may come before such meeting shall be held each year, either within or without the State of Delaware, at such place, if any, and on such date and at such time, as may be fixed from time to time by resolution of the Board of Directors and set forth in the notice or waiver of notice of the meeting.

Section 1.02. Special Meetings Special meetings of the stockholders may be called only in accordance with the provisions of Article Seventh of the Certificate of Incorporation (defined below).

Section 1.03. Participation in Meetings by Remote Communication. The Board of Directors, acting in its sole discretion, may establish guidelines and procedures in accordance with applicable provisions of the General Corporation Law of the State of Delaware, as amended from time to time (the “DGCL”), and any other applicable law for the participation by stockholders and proxyholders in a meeting of stockholders by means of remote communications, and may determine that any meeting of stockholders will not be held at any place but will be held solely by means of remote communication. Stockholders and proxyholders complying with such procedures and guidelines and otherwise entitled to vote at a meeting of stockholders shall be deemed present in person and entitled to vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication.

Section 1.04. Notice of Meetings; Waiver of Notice.

(a) The Secretary or any Assistant Secretary shall cause notice of each meeting of stockholders to be given in writing in a manner permitted by the DGCL not less than 10 nor more than 60 days prior to the meeting, to each stockholder of record entitled to vote at such meeting, subject to such exclusions as are then permitted by the DGCL. The notice shall specify (i) the place, if any, date and time of such meeting of the stockholders, (ii) the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, (iii) in the case of a special meeting, the purpose or purposes for which such meeting is called and (iv) such other information as may be required by law or as may be deemed appropriate by the Board of Directors, the Chief Executive Officer or the Secretary of the Corporation. If the stockholder list referred to in Section 1.07 of these By-Laws is made accessible on an electronic network, the notice of meeting must indicate how the

stockholder list can be accessed. If a stockholder meeting is to be held solely by means of electronic communications, the notice of such meeting must provide the information required to access such stockholder list.

(b) A written waiver of notice of meeting signed by a stockholder or a waiver by electronic transmission by a stockholder, whether given before or after the meeting, is deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in a waiver of notice. The attendance of any stockholder at a meeting of stockholders is a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business at the meeting on the ground that the meeting is not lawfully called or convened.

Section 1.05. Quorum. Except as otherwise required by law or by the Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), the presence in person or by proxy of the holders of record of a majority of the shares entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business at such meeting, provided, however, that where a separate vote by a class or series is required, the holders of a majority in voting power of all issued and outstanding stock of such class or series entitled to vote on such matter, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to such matter. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 1.08 of these By-Laws until a quorum shall attend.

Section 1.06. Voting. Except as otherwise provided in the Certificate of Incorporation or by law, every holder of record of shares entitled to vote at a meeting of stockholders shall be entitled to one vote for each such share outstanding in his or her name on the books of the Corporation at the close of business on the record date for such vote. If no record date has been fixed for a meeting of stockholders, then every holder of record of shares entitled to vote at a meeting of stockholders shall be entitled to one vote (unless otherwise provided by the Certificate of Incorporation or by law) for each such share of stock outstanding in his or her name on the books of the Corporation at the close of business on the day next preceding the day on which notice of the meeting is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. Except as otherwise required by law, the Certificate of Incorporation, these By-Laws, the rules and regulations of any stock exchange applicable to the Corporation or pursuant to any other rule or regulation applicable to the Corporation or its stockholders, the vote of a majority of the shares entitled to vote at a meeting of stockholders on the subject matter in question represented in person or by proxy at any meeting at which a quorum is present shall be sufficient for the transaction of any business at such meeting. The stockholders do not have the right to cumulate their votes for the election of Directors.

Section 1.07. Voting Lists. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare, at least 10 days before every meeting of the stockholders

(and before any adjournment thereof for which a new record date has been set), a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. This list shall be open to the examination of any stockholder prior to and during the meeting for any purpose germane to the meeting in the manner required by the DGCL and other applicable law. The stock ledger shall be the only evidence as to who are the stockholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of stockholders.

Section 1.08. Adjournment. Any meeting of stockholders may be adjourned from time to time, by the chairperson of the meeting or by the vote of a majority of the shares of stock present in person or represented by proxy at the meeting, to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the place, if any, and date and time thereof (and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting) are announced at the meeting at which the adjournment is taken unless the adjournment is for more than 30 days or a new record date is fixed for the adjourned meeting after the adjournment, in which case notice of the adjourned meeting in accordance with Section 1.04 of these By-Laws shall be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

Section 1.09. Proxies. Any stockholder entitled to vote at any meeting of the stockholders or to express consent to or dissent from corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy. A stockholder may authorize a valid proxy by executing a written instrument signed by such stockholder, or by causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature, or by transmitting or authorizing an electronic transmission setting forth an authorization to act as proxy to the person designated as the holder of the proxy, a proxy solicitation firm or a like authorized agent. No proxy may be voted or acted upon after the expiration of three years from the date of such proxy, unless such proxy provides for a longer period. Every proxy is revocable at the pleasure of the stockholder executing it unless the proxy states that it is irrevocable and applicable law makes it irrevocable. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by filing another duly executed proxy bearing a later date with the Secretary. Proxies by electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 1.10. Organization; Procedure; Inspection of Elections.

(a) At every meeting of stockholders the presiding officer shall be the Chair of the Board or, in the event of his or her absence or disability, the Chief Executive Officer or, in the event of his or her absence or disability, a presiding officer chosen by resolution of the Board of Directors. The Secretary, or in the event of his or her absence or disability, any Assistant Secretary, if any, or if there be no Assistant Secretary, in the absence of the Secretary, an appointee of the presiding officer, shall act as secretary of the meeting. The Board of Directors may make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to any such rules and regulations, the presiding officer of any meeting shall have the right and authority to prescribe rules, regulations and procedures for such meeting and to take all such actions as in the judgment of the presiding officer are appropriate for the proper conduct of such meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter of business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(b) Preceding any meeting of the stockholders, the Board of Directors may, and when required by law shall, appoint one or more persons to act as inspectors of elections, and may designate one or more alternate inspectors. If no inspector or alternate so appointed by the Board of Directors is able to act, or if no inspector or alternate has been appointed and the appointment of an inspector is required by law, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. No Director or nominee for the office of Director shall be appointed as an inspector of elections. Each inspector, before entering upon the discharge of the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall discharge their duties in accordance with the requirements of applicable law.

Section 1.11. No Stockholder Action by Written Consent. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be

taken only upon the vote of the stockholders at an annual or special meeting duly called and may not be taken by written consent of the stockholders.

Section 1.12. Notice of Stockholder Business and Nominations.

(a) *Annual Meetings of Stockholders.* (i) Nominations of persons for election to the Board of Directors and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders only (A) as specified in the Corporation's notice of the meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or a Committee appointed by the Board for such purpose, or (C) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures and other provisions set forth in this Section 1.12(a) as to such nominations or other business and who was a stockholder of record at the time of the giving of the stockholder's notice required in this Section 1.12(a) to the Secretary of the Corporation and on the record date for the determination of stockholders entitled to vote at the meeting. For the avoidance of doubt, the foregoing clause (C) shall be the exclusive means for a stockholder to make nominations of persons for election to the Board of Directors or propose business to be considered (other than business properly brought under and in compliance with Rule 14a-8 (or any successor thereof) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's proxy statement that has been prepared to solicit proxies for such annual meeting) at an annual meeting of stockholders.

(ii) For any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to subclause (C) of Section 1.12(a)(i) of these By-Laws, (x) the stockholder must have given timely notice thereof in writing and in proper form to the Secretary of the Corporation, (y) the stockholder must provide to the Secretary of the Corporation any updates or supplements to such notice at the times and in the forms specified in this Section 1.12(a) and (z) any such proposed business other than nominations must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not fewer than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided that if the date of the annual meeting is more than 30 days before or more than 70 days after such anniversary date of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than 120 days prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation; provided further that with respect to the Corporation's 2017 annual meeting, notice by the stockholder to be timely must be so delivered not later than the close of business on the 30th day following the day on which public announcement of the date of such meeting is first made by the Corporation. To be in proper form, a stockholder's notice (whether given pursuant to this Section 1.12(a)(ii) or Section 1.12(b)) shall set forth:

- (A) as to each person, if any, whom the stockholder proposes to nominate for election or re-election as a Director,
(1) all information relating to such person that would

be required to be disclosed in a proxy statement or any other filings required to be made in connection with solicitations of proxies for the election of such person as a Director in a contested election pursuant to and in accordance with Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (2) such person's written consent to serving as a Director if elected, (3) a description of all direct and indirect compensation and other material agreements, arrangements and understandings during the past three years, and any other material relationships, between or among any Proposing Person (as defined in Section 1.12(c)(vi)), any Associated Person (as defined in Section 1.12(c)(vii)) thereof, or any other person or persons (including their names) acting in concert therewith, on the one hand, and each proposed nominee or any of his or her respective "affiliates" and "associates" (each within the meaning of Rule 12b-2 under the Exchange Act), on the other hand, including all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act if the Proposing Person, Associated Person thereof, or any other person or persons acting in concert therewith were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant, (4) all information with respect to such person that would be required to be set forth in a stockholder's notice pursuant to this Section 1.12 if such person (x) was a stockholder or beneficial owner on whose behalf the nomination was made and (y) was submitting a notice providing for the nomination of a person or persons for election as a Director or Directors of the Corporation in accordance with this Section 1.12 and (5) a signed statement from such person that, if elected as a Director, he or she would tender, promptly following his or her election, an irrevocable resignation effective upon such person's failure to receive the required vote for reelection at the next meeting at which he or she would face reelection and upon acceptance of such resignation by the Board of Directors, in accordance with the policies and procedures adopted by the Nominating and Governance Committee for such purpose pursuant to Section 2.02 of these By-Laws and the Corporation's Corporate Governance Guidelines;

(B) if the stockholder's notice relates to any business other than the nomination of a Director or Directors that the stockholder proposes to bring before the meeting, (1) a brief description of the business desired to be brought before the meeting (including the text of any resolution proposed for consideration and if such business includes proposed amendments to the Certificate of Incorporation or By-Laws, the text of the proposed amendments), the reasons for conducting such business at the meeting and any material interest in such business of any Proposing Person or Associated Person thereof and (2) a description of all agreements, arrangements and understandings between any Proposing Person or Associated Person thereof and any other person or persons (including their names) in connection with the proposal of such business;

(C) as to each Proposing Person, (1) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books), (2) the class or series and number of shares of the Corporation which are, directly or indirectly, "beneficially owned" (within the meaning of Rule 13d-3 under the Exchange Act) (provided that a person shall in all events be deemed to beneficially own any shares of any class or series and number of shares of the Corporation as to which

such person has a right to acquire beneficial ownership at any time in the future) and owned of record by such Proposing Person or any Associated Person thereof, (3) the class or series, if any, and number of options, warrants, puts, calls, convertible securities, stock appreciation rights or similar rights, commitments or obligations with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares or other securities of the Corporation or with a value derived in whole or in part from the value of any class or series of shares or other securities of the Corporation, whether or not such instrument, right, obligation or commitment shall be subject to settlement in the underlying class or series of shares or other securities of the Corporation (each, a “Derivative Instrument”) that are, directly or indirectly, beneficially owned by such Proposing Person or any Associated Person thereof, (4) a description of all agreements, arrangements, understandings or relationships, including any repurchase or similar so-called “stock borrowing” agreement or arrangement and any short interest, engaged in, directly or indirectly, by such Proposing Person or any Associated Person thereof, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of capital stock or other securities of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Person or any Associated Person thereof with respect to any class or series of shares or other securities of the Corporation, or that provide, directly or indirectly, the opportunity to profit from any decrease in the price or value of any class or series of capital stock or other securities of the Corporation, (5) a description of any other direct or indirect opportunity for such Proposing Person or any Associated Person thereof to profit or share in any profit (including any performance-based fees) derived from any increase or decrease in the value of any class or series of shares or other securities of the Corporation, (6) a description of any proxy, contract, arrangement, understanding or relationship pursuant to which such Proposing Person or any Associated Person thereof has a right to vote any shares or other securities of the Corporation, (7) a description of any rights to dividends on the shares of the Corporation owned beneficially by such Proposing Person or any Associated Person thereof that are separated or separable from the underlying shares of the Corporation, (8) a description of any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Proposing Person or any Associated Person thereof is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, if any, (9) a description of all agreements, arrangements and understandings between any Proposing Person or Associated Person thereof and any other person or persons (including their names) in connection with or related to the ownership or voting of shares of the Corporation or Derivative Instruments, (10) a representation as to whether such Proposing Person intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation’s outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise to solicit proxies from stockholders in support of such proposal or nomination and (11) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal of other business and/or the election of Directors in an

election contest pursuant to and in accordance with Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (whether or not such Proposing Person intends to deliver a proxy statement or conduct its own proxy solicitation); and

(D) as to the stockholder giving the notice, a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination.

The notice and updating requirements of this Section 1.12(a) shall not apply to a stockholder with respect to (and only with respect to) business properly brought under Rule 14a-8 (or any successor thereof) if the stockholder has notified the Corporation of his, her or its intention to present a proposal with respect to such particular business at an annual meeting pursuant to and in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder's proposal with respect to such particular business has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may also require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as an independent Director of the Corporation, or that could be material to a stockholder's understanding of the independence, or lack thereof, of such nominee.

(iii) Notwithstanding anything in the second sentence of Section 1.12(a)(ii) of these By-Laws to the contrary, in the event that the number of Directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement naming all of the nominees for Director or specifying the size of the increased Board of Directors made by the Corporation at least 70 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice under this Section 1.12(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(iv) A stockholder providing notice of a proposed nomination or other business proposed to be brought before a meeting (whether given pursuant to Section 1.12(a) or Section 1.12(b)) shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than five business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and

supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof).

(b) *Special Meetings of Stockholders.* At any special meeting of the stockholders, only such business shall be conducted or considered as shall have been properly brought before the meeting pursuant to the Corporation's notice of meeting. To be properly brought before a special meeting, proposals of business must be (x) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (y) otherwise properly brought before the special meeting by or at the direction of the Board of Directors or (z) specified in the Corporation's notice of meeting (or any supplement thereto) given by the Corporation pursuant to a valid stockholder request in accordance with Article Seventh of the Certificate of Incorporation. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which Directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) provided that the Board of Directors has determined that Directors shall be elected at such meeting, by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures and other provisions set forth in this Section 1.12 as to such nomination and who was a stockholder of record at the time of the giving of the stockholder's notice required in this Section 1.12(b) to the Secretary of the Corporation and on the record date for the determination of stockholders entitled to vote at the special meeting. For the avoidance of doubt, the foregoing clause (ii) shall be the exclusive means for a stockholder to make nominations of persons for election to the Board of Directors at a special meeting of stockholders except in the case of Sections 2.12 and 2.13. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more Directors of the Corporation, any stockholder entitled to vote at such meeting may nominate a person or persons, as the case may be, for election to such position(s) as specified in the Corporation's notice of meeting only if (x) the stockholder delivers notice in writing to the Secretary of the Corporation at the principal executive offices of the Corporation not earlier than 120 days prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting, (y) such notice sets forth all of the information and other items that would have been required in a notice under Section 1.12(a)(ii) of these By-Laws (including the information and other items specified in subclauses (A), (C) and (D) thereof) if the stockholder (or any beneficial owner on whose behalf the nomination is made) was proposing to nominate such person or persons, as the case may be, for election as a Director at an annual meeting and (z) the stockholder provides to the Secretary of the Corporation any updates or supplements to such notice at the times and in the forms specified in Section 1.12(a)(iv).

(c) *General.* (i) Except as otherwise provided by law, the Certificate of Incorporation or these By-Laws, the presiding officer of a meeting of stockholders shall have the power and duty (x) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.12 (including whether the Proposing Person solicited (or is part of a

group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee or proposal in compliance with the representation required by clause (a)(ii)(C)(10) of this Section 1.12, and (y) if any proposed nomination or business was not made or proposed, as the case may be, in compliance with this Section 1.12, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted.

(ii) Notwithstanding anything to the contrary in this Section 1.12, if the stockholder (or a qualified representative of the stockholder) making a nomination or proposal of business under this Section 1.12 does not appear (in person or by proxy) at a meeting of stockholders to present such nomination or proposed business, the nomination shall be disregarded and the proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.12, to be considered a qualified representative of the stockholder, a person must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(iii) For purposes of this Section 1.12, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(iv) Notwithstanding the foregoing provisions of this Section 1.12, a stockholder shall also comply with any and all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 1.12; provided, however, that (except as explicitly provided in the penultimate sentence of Section 1.12(a)(ii) of these By-Laws) any references in these By-Laws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to, and shall not, limit the separate and additional requirements set forth in these By-Laws with respect to nominations or proposals as to any other business to be considered pursuant to this Section 1.12. Nothing in this Section 1.12 shall be deemed to affect any rights of (x) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 (or any successor thereof) under the Exchange Act or (y) the holders of any series of preferred stock to elect Directors pursuant to any applicable provisions of the Certificate of Incorporation or of the relevant preferred stock certificate of designation.

(v) In no event shall the announcement of an adjournment or postponement of an annual or special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice of a stockholder nomination or a stockholder proposal as described in this Section 1.12.

(vi) For purposes of this Section 1.12, the term "Proposing Person" means (x) the stockholder providing the notice of a proposed nomination or other business proposed to be

brought before a meeting and (y) any beneficial owner or beneficial owners on whose behalf the proposed nomination or other business proposed to be brought before a meeting is made.

(vii) For purposes of this Section 1.12, the term “Associated Person” means, with respect to any Proposing Person, any “affiliate” or “associate” (each within the meaning of Rule 12b-2 under the Exchange Act) of such Proposing Person.

ARTICLE II

BOARD OF DIRECTORS

Section 2.01. General Powers. Except as may otherwise be provided by law, by the Certificate of Incorporation or by these By-Laws, the property, affairs and business of the Corporation shall be managed by or under the direction of the Board of Directors and the Board of Directors may exercise all the powers and authority of the Corporation.

Section 2.02. Number and Term of Office. Subject to any special rights of any holders of any class or series of preferred stock to elect Directors, the precise number of Directors who shall constitute the Board of Directors shall be the number (which shall not be less than three) that is fixed from time to time exclusively by resolution of the Board of Directors. Each Director (whenever elected) shall hold office until his or her successor is duly elected and qualified, or until such Director’s earlier death, resignation or removal. No decrease in the number of Directors shall shorten the term of any incumbent Director. At each meeting of the stockholders for the election of Directors, provided a quorum is present, each Director subject to election shall be elected by a majority of the votes validly cast with respect to that Director in such election, provided that if the number of nominees exceeds the number of Directors to be elected, the Directors shall be elected by the vote of a plurality of the shares represented in person or by proxy at such meeting and entitled to vote on the election of directors. For purposes of this Section 2.02, a majority of the votes cast means that the number of shares voted “for” a Director must exceed the number of votes cast “against” that Director. The Corporation’s Corporate Governance Guidelines shall provide that, and the Nominating and Governance Committee shall establish procedures under which, any nominee shall tender a contingent resignation to the Board of Directors. The Nominating and Governance Committee will make a recommendation to the Board of Directors on whether to accept or reject the resignation, or whether other action should be taken. The Board of Directors will act on such Committee’s recommendation and publicly disclose its decision, along with the rationale for such decision, within 90 days from the date of the certification of the election results. In making their decision, the Nominating and Governance Committee and the Board of Directors will evaluate the best interests of the Corporation and its stockholders and shall consider all factors and information that they deem relevant.

Section 2.03. Annual and Regular Meetings: Notice. The annual meeting of the Board of Directors for the purpose of electing officers and for the transaction of such other business as may come before the meeting shall be held on (or as soon as possible following) the date of the annual meeting of the stockholders either (i) at the place of such annual meeting of the stockholders, in which event notice of such annual meeting of the Board of Directors need not be given, or (ii) at such other time and place as shall have been specified in advance notice given to

members of the Board of Directors of the date, place and time of such meeting. Any such notice shall be given at least 48 hours in advance if sent by to each Director by facsimile, by email or by any other form of electronic transmission approved by such Director (each, a “Specified Transmission”), or delivered to him or her personally, or at least five days’ in advance, if notice is mailed to each Director, addressed to him or her at his or her usual place of business or other designated address. Any such notice need not be given to any Director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting.

The Board of Directors from time to time may by resolution provide for the holding of regular meetings and fix the place (which may be within or without the State of Delaware) and the date and time of such meetings. Advance notice of regular meetings need not be given; provided if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each member of the Board of Directors of the place, date and time of such meeting which shall be at least 48 hours’ notice, if such notice is sent by Specified Transmission, to each Director, or delivered to him or her personally, or at least five days’ notice, if such notice is mailed to each Director, addressed to him or her at his or her usual place of business or other designated address. Notice of such a meeting need not be given to any Director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting.

Section 2.04. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by any member of the Board of Directors, at such place (within or without the State of Delaware), date and time as may be specified in the respective notices or waivers of notice of such meetings. Special meetings of the Board of Directors may be called on 48 hours’ notice, if such notice is sent by Specified Transmission, to each Director, or delivered to him or her personally, or on five days’ notice, if notice is mailed to each Director, addressed to him or her at his or her usual place of business or other designated address. Notice of any special meeting need not be given to any Director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice (including by Specified Transmission), whether before or after such meeting. Any business may be conducted at a special meeting.

Section 2.05. Quorum. A quorum for meetings of the Board of Directors shall consist of a majority of the total authorized membership of the Board of Directors.

Section 2.06. Voting. Except as otherwise required by law, the Certificate of Incorporation or these By-Laws, the vote of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.07. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another date, time or place, provided such adjourned meeting is no earlier than 48 hours after written notice (in accordance with these By-Laws) of such postponement has been given to the Directors (or such

notice is waived in accordance with these By-Laws), and, at any such postponed meeting, a quorum shall consist of a majority of the total authorized membership of the Board of Directors.

Section 2.08. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by Specified Transmission, and such writing or writings or Specified Transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.09. Regulations; Manner of Acting. To the extent consistent with applicable law, the Certificate of Incorporation and these By-Laws, the Board of Directors may adopt such rules and regulations for the conduct of meetings of the Board of Directors and for the management of the property, affairs and business of the Corporation as the Board of Directors may deem appropriate. In addition to the election of the Chair of the Board, the Board may elect one or more vice-chairpersons or lead Directors to perform such other duties as may be designated by the Board.

Section 2.10. Action by Telephonic Communications. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 2.11. Resignations. Any Director may resign at any time by submitting a Specified Transmission or by delivering a written notice of resignation to the Chair of the Board, the Chief Executive Officer or the Secretary. Such resignation shall take effect upon delivery unless the resignation specifies a later effective date or an effective date determined upon the happening of a specific event.

Section 2.12. Removal of Directors. Subject to any special rights of any holders of any class or series of preferred stock to elect Directors, any Director may be removed at any time for or without cause, upon the affirmative vote of holders of at least a majority of the votes to which all the stockholders of the Corporation would be entitled to cast in any election of Directors, acting at a meeting of the stockholders in accordance with the DGCL, the Certificate of Incorporation and these By-Laws.

Section 2.13. Vacancies and Newly Created Directorships. Subject to any special rights of any holders of any class or series of preferred stock to elect Directors, any vacancy in the Board of Directors that results from the death, disability, resignation, disqualification, removal of any Director or from any other cause shall be filled solely by a majority of the total number of Directors then in office, even if less than a quorum, or by a sole remaining Director. Notwithstanding the foregoing, any vacancy in the Board of Directors that results from the removal of a Director in accordance with the DGCL and Section 2.12 of these By-Laws may be filled by the stockholders at a special meeting of the stockholders called in accordance with the provisions of Article Seventh of the Certificate of Incorporation. A Director elected to fill a

vacancy or newly created Directorship shall hold office until his or her successor has been elected and qualified or until his or her earlier death, resignation or removal.

Section 2.14. Director Fees and Expenses. The amount, if any, that each Director shall be entitled to receive as compensation for his or her services shall be fixed from time to time by the Board of Directors or a duly authorized Committee. The Corporation will cause each non-employee Director serving on the Board of Directors to be reimbursed for all reasonable out-of-pocket costs and expenses incurred by him or her in connection with such service.

Section 2.15. Reliance on Accounts and Reports, etc. A Director, or a member of any Committee designated by the Board of Directors shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or Committees designated by the Board of Directors, or by any other person as to the matters the member 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 Corporation.

ARTICLE III

COMMITTEES

Section 3.01. How Constituted. The Board of Directors shall have such committees as the Board of Directors may determine (collectively, the "Committees"). Each Committee shall consist of such number of Directors as from time to time may be fixed by a majority of the total authorized membership of the Board of Directors, and any Committee may be abolished or re-designated from time to time by the Board of Directors. Each member of any such Committee (whether designated at an annual meeting of the Board of Directors or to fill a vacancy or otherwise) shall hold office until his or her successor shall have been designated or until he or she shall cease to be a Director, or until his or her earlier death, resignation or removal.

Section 3.02. Powers. Any Committee, to the extent provided in a resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require such seal, but no Committee shall have power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopting, amending or repealing the By-Laws of the Corporation.

Section 3.03. Proceedings. Each Committee may fix its own rules of procedure and may meet at such place (within or without the State of Delaware), at such time and upon such notice, if any, as it shall determine from time to time, provided that the Board of Directors may adopt other rules and regulations for the governance of any Committee not inconsistent with the provisions of these By-Laws. Each such Committee shall keep minutes of its proceedings and

shall report such proceedings to the Board of Directors at the meeting of the Board of Directors following any such proceedings.

Section 3.04. Quorum and Manner of Acting. Except as may be otherwise provided in the resolution creating such Committee, at all meetings of any Committee the presence of members constituting a majority of the total authorized membership of such Committee shall constitute a quorum for the transaction of business. The act of the majority of the members present at any meeting at which a quorum is present shall be the act of such Committee. Any action required or permitted to be taken at any meeting of any such Committee may be taken without a meeting, if all members of such Committee shall consent to such action in writing or by Specified Transmission, and such writing or writings or Specified Transmission or Specified Transmissions are filed with the minutes of the proceedings of the Committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. The members of any such Committee shall act only as a Committee, and the individual members of such Committee shall have no power as such.

Section 3.05. Action by Telephonic Communications. Members of any Committee designated by the Board of Directors may participate in a meeting of such Committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 3.06. Resignations. Any member of any Committee may resign at any time by submitting a Specified Transmission or by delivering a written notice of resignation to the Chair of the Board, the Chief Executive Officer or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 3.07. Removal. Any member of any Committee may be removed from his or her position as a member of such Committee at any time, either for or without cause, by resolution adopted by a majority of the whole Board of Directors.

Section 3.08. Vacancies. If any vacancy shall occur in any Committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members shall continue to act, and any such vacancy may be filled by the Board of Directors subject to Section 3.01 of these By-Laws.

ARTICLE IV

OFFICERS

Section 4.01. Number. The officers of the Corporation shall be chosen by the Board of Directors and, subject to the last sentence of this Section 4.01, shall be a Chair of the Board, a Chief Executive Officer, one or more Vice Presidents, a Secretary, a Chief Financial Officer, a Treasurer, a General Counsel and a Controller, and any other officers appointed pursuant to Section 4.14. The Board of Directors also may elect and the Chief Executive Officer may

appoint one or more Assistant Secretaries, Assistant Treasurers and Assistant Controllers in such numbers as the Board of Directors or the Chief Executive Officer may determine who shall have such authority, exercise such powers and perform such duties as may be specified in these By-Laws or determined by the Board of Directors. Any number of offices may be held by the same person, except that one person may not hold both the office of Chief Executive Officer and Secretary. The Chair of the Board (whether or not an officer) shall be a Director, but no other officer need be a Director. The Board of Directors may determine that the Chair of the Board will not be an officer of the Corporation.

Section 4.02. Election. Unless otherwise determined by the Board of Directors, the officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors, and shall be elected to hold office until the next succeeding annual meeting of the Board of Directors at which his or her successor has been elected and qualified. In the event of the failure to elect officers at such annual meeting, officers may be elected at any regular or special meeting of the Board of Directors. Each officer shall hold office until his or her successor has been elected and qualified, or until his or her earlier death, resignation or removal.

Section 4.03. Salaries. The salaries of all officers of the Corporation shall be fixed or established in the manner authorized by the Board of Directors, subject to any applicable legal or regulatory requirements.

Section 4.04. Removal and Resignation; Vacancies. Any officer may be removed for or without cause at any time by the Board of Directors or by the Chief Executive Officer as permitted pursuant to Section 4.07. Any officer may resign at any time by delivering notice of resignation, either in writing signed by such officer or by electronic transmission, to the Chair of the Board, the Chief Executive Officer or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors, or, if the Chief Executive Officer has authority pursuant to Section 4.07 of these By-Laws to fill such office, then by the Chief Executive Officer subject to Section 4.07 of these By-Laws or by the Board of Directors.

Section 4.05. Authority and Duties of Officers. The officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these By-Laws or in a resolution of the Board of Directors, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

Section 4.06. Chair of the Board. The Chair of the Board shall preside at all meetings of the Board of Directors and stockholders at which he or she is present.

Section 4.07. Chief Executive Officer. The Chief Executive Officer shall, subject to the direction of the Board of Directors, be the chief executive officer of the Corporation, shall have general control and supervision of the policies and operations of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall manage and administer the Corporation's business and affairs and shall also perform all duties

and exercise all powers usually pertaining to the office of a chief executive officer, president or chief operating officer, of a corporation, including, without limitation under the DGCL. He or she shall have the authority to sign, in the name and on behalf of the Corporation, checks, orders, contracts, leases, notes, drafts and any other documents and instruments in connection with the business of the Corporation, and together with the Secretary or an Assistant Secretary, conveyances of real estate and other documents and instruments to which the seal of the Corporation may need to be affixed. Except as otherwise determined by the Board of Directors, he or she shall have the authority to cause the employment or appointment of such employees (other than the Chief Executive Officer) and agents of the Corporation as the conduct of the business of the Corporation may require, to fix their compensation and to remove or suspend any such employees or agents elected or appointed by the Chief Executive Officer or the Board of Directors. Except as otherwise determined by the Board of Directors, he or she shall also have the authority to remove any officer of the Corporation with, if the Chief Executive Officer is not the Chair of the Board, the approval of the Chair of the Board, or, if the Chief Executive Officer is the Chair of the Board, the approval of the lead Director or such other Director designated by the Board for such purpose. The Chief Executive Officer shall perform such other duties and have such other powers as the Board of Directors or the Chair of the Board may from time to time prescribe.

Section 4.08. Vice President. Except as otherwise determined by the Board of Directors, each Vice President shall perform such duties and exercise such powers as may be assigned to him or her from time to time by the Chief Executive Officer. Except as otherwise determined by the Board of Directors, in the absence of the Chief Executive Officer, the duties of the Chief Executive Officer shall be performed and his or her powers may be exercised by such Vice President as shall be designated by the Chief Executive Officer, or failing such designation, such duties shall be performed and such powers may be exercised by each Vice President in the order of their earliest election to that office; subject in any case to review and superseding action by the Chief Executive Officer.

Section 4.09. Secretary. Except as otherwise determined by the Board of Directors, the Secretary shall have the following powers and duties:

- (a) He or she shall keep or cause to be kept a record of all the proceedings of the meetings of the stockholders and of the Board of Directors and all Committees of which a secretary has not been appointed in books provided for that purpose.
- (b) He or she shall cause all notices to be duly given in accordance with the provisions of these By-Laws and as required by law.
- (c) Whenever any Committee shall be appointed pursuant to a resolution of the Board of Directors, he or she shall furnish a copy of such resolution to the members of such Committee.
- (d) He or she shall be the custodian of the records and of the seal of the Corporation and cause such seal (or a facsimile thereof) to be affixed to all certificates representing shares of the Corporation prior to the issuance thereof and to all instruments the

execution of which on behalf of the Corporation under its seal shall have been duly authorized in accordance with these By-Laws, and when so affixed he or she may attest the same.

(e) He or she shall properly maintain and file all books, reports, statements, certificates and all other documents and records required by law, the Certificate of Incorporation or these By-Laws.

(f) He or she shall have charge of the stock books and ledgers of the Corporation and shall cause the stock and transfer books to be kept in such manner as to show at any time the number of shares of stock of the Corporation of each class issued and outstanding, the names (alphabetically arranged) and the addresses of the holders of record of such shares, the number of shares held by each holder and the date as of which each became such holder of record.

(g) He or she shall sign (unless the Treasurer, an Assistant Treasurer or an Assistant Secretary shall have signed) certificates representing shares of the Corporation the issuance of which shall have been authorized by the Board of Directors.

(h) He or she shall perform, in general, all duties incident to the office of secretary and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors, or the Chief Executive Officer.

Section 4.10. Chief Financial Officer. Except as otherwise determined by the Board of Directors, the Chief Financial Officer shall be the chief financial officer of the Corporation and shall have the following powers and duties:

(a) He or she shall have charge and supervision over and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation.

(b) He or she shall render to the Board of Directors, whenever requested, a statement of the financial condition of the Corporation and of all his or her transactions as Chief Financial Officer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so.

(c) He or she shall be empowered from time to time to require from all officers or agents of the Corporation reports or statements giving such information as he or she may desire with respect to any and all financial transactions of the Corporation.

(d) He or she shall perform, in general, all duties incident to the office of chief financial officer and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors or the Chair of the Board.

Section 4.11. Treasurer. Except as otherwise determined by the Board of Directors, the Treasurer shall have the following powers and duties:

(a) He or she may sign (unless an Assistant Treasurer or the Secretary or an Assistant Secretary shall have signed) certificates representing stock of the Corporation the issuance of which shall have been authorized by the Board of Directors.

(b) He or she shall perform, in general, all duties incident to the office of treasurer and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors, the Chair of the Board or the Chief Financial Officer.

Section 4.12. General Counsel. Except as otherwise determined by the Board of Directors, the General Counsel shall have the following powers and duties:

(a) He or she shall have general supervision of all matters of a legal nature concerning the Corporation.

(b) He or she shall perform all such duties incident to his or her office and such other duties as may be specified in these By-Laws or as may be assigned to him or her by the Board of Directors, the Chair of the Board or the Chief Executive Officer.

Section 4.13. Controller. Except as otherwise determined by the Board of Directors, the Controller shall have the following powers and duties:

(a) He or she shall keep and maintain the books of account of the Corporation in such manner that they fairly present the financial condition of the Corporation and its subsidiaries.

(b) He or she shall perform all such duties incident to the office of controller and such other duties as may be specified in these By-Laws or as may be assigned to him or her by the Board of Directors, the Chair of the Board or the Chief Financial Officer.

Section 4.14. Additional Officers. The Board of Directors may appoint such other officers and agents as it may deem appropriate, and such other officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as may be determined from time to time by the Board of Directors. The Board of Directors from time to time may delegate to any officer or agent the power to appoint subordinate officers or agents and to prescribe their respective rights, terms of office, authorities and duties. Any such officer or agent may remove any such subordinate officer or agent appointed by him or her, for or without cause.

Section 4.15. Security. The Board of Directors may require any officer, agent or employee of the Corporation to provide security for the faithful performance of his or her duties, in such amount and of such character as may be determined from time to time by the Board of Directors.

ARTICLE V

CAPITAL STOCK

Section 5.01. Certificates of Stock; Uncertificated Shares. The shares of the Corporation shall be represented by certificates, except to the extent that the Board of Directors has provided by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have, and the Board may in its sole discretion permit a holder of uncertificated shares to receive upon request a certificate signed by the appropriate officers of the Corporation, representing the number of shares registered in certificate form. Such certificate shall be in such form as the Board of Directors may determine, to the extent consistent with applicable law, the Certificate of Incorporation and these By-Laws.

Section 5.02. Signatures; Facsimile. All signatures on the certificates referred to in Section 5.01 of these By-Laws may be in facsimile, engraved or printed form, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose facsimile, engraved or printed signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.03. Lost, Stolen or Destroyed Certificates. A new certificate may be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, only upon delivery to Corporation of an affidavit of the owner or owners (or their legal representatives) of such certificate, setting forth such allegation, and a bond or undertaking as may be satisfactory to a financial officer of the Corporation to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.04. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) of the DGCL. Subject to the provisions of the Certificate of Incorporation and these By-Laws, the Board of Directors may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, transfer and registration of shares of the Corporation.

Section 5.05. Registered Stockholders. The Corporation may treat the registered owner of shares of the Corporation as the person exclusively entitled to receive dividends and other distributions, to vote, to receive notice and otherwise to exercise all the rights and powers of the owner of such, and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interests.

Section 5.06. Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents and one or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

ARTICLE VI

INDEMNIFICATION

Section 6.01. Nature of Indemnity. The Corporation shall indemnify, to the fullest extent permitted by the DGCL and other applicable law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (each, a “proceeding”), by reason of the fact that he or she is or was or has agreed to become a Director or officer of the Corporation, or while serving as a Director or officer of the Corporation, is or was serving or has agreed to serve at the request of the Corporation as a Director, officer, employee, manager or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding had no reasonable cause to believe his or her conduct was unlawful; provided that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (i) such indemnification shall be limited to expenses (including attorneys’ fees) actually and reasonably incurred by such person in the defense or settlement of such action or suit, and (ii) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper. Notwithstanding the foregoing, but subject to Section 6.05 of these By-Laws, the Corporation shall not be obligated to indemnify a Director or officer of the Corporation in respect of a proceeding (or part thereof) instituted by such Director or officer, unless such proceeding (or part thereof) has been authorized in the specific case by the Board of Directors.

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 6.02. Successful Defense. To the extent that a present or former Director or officer of the Corporation has been successful on the merits or otherwise in defense of any proceeding referred to in Section 6.01 of these By-Laws or in defense of any claim, issue or

matter therein, he or she shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 6.03. Determination That Indemnification Is Proper. Any indemnification of a present or former Director or officer of the Corporation under Section 6.01 of these By-Laws (unless ordered by a court) shall be made by the Corporation only upon a determination that indemnification of such person is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 6.01 of these By-Laws. Any such determination shall be made, with respect to a person who is a Director or officer at the time of such determination (i) by a majority vote of the Directors who are not parties to such proceeding, even though less than a quorum, or (ii) by a Committee of such Directors designated by majority vote of such Directors, even though less than a quorum, or (iii) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders.

Section 6.04. Advance of Expenses. Expenses (including attorneys' fees) incurred by a present or former Director or officer in defending any civil, criminal, administrative or investigative proceeding shall be paid by the Corporation prior to the final disposition of such proceeding upon written request by such person and delivery of an undertaking by such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation under this Article or applicable law; provided that the Board of Directors may not require such Director or officer to post any bond or otherwise provide any security for such undertaking. The Corporation or, in respect of a present Director or officer, the Board of Directors may authorize the Corporation's counsel to represent (subject to applicable conflict of interest considerations) such present or former Director or officer in any proceeding, whether or not the Corporation is a party to such proceeding.

Section 6.05. Procedure for Indemnification of Directors and Officers. Any indemnification of a Director or officer of the Corporation under Sections 6.01 and 6.02 of these By-Laws, or advance of expenses to such persons under Section 6.04 of these By-Laws, shall be made promptly, and in any event within 30 days, upon the written request by or on behalf of such person (together with supporting documentation). If a determination by the Corporation that such person is entitled to indemnification pursuant to this Article is required, and the Corporation fails to respond within 60 days to a written request for indemnity, the Corporation shall be deemed to have approved such request. If the Corporation denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article shall be enforceable by such person in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 6.04 of these By-Laws where the required undertaking, if any, has been received by or tendered to the Corporation) that the claimant has not met the standard of conduct set forth in Section 6.01 of these By-Laws, but the burden of proving such defense shall be on the Corporation. Neither the failure of the

Corporation (including its Board of Directors or any Committee thereof, its independent legal counsel, and its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01 of these By-Laws, nor the fact that there has been an actual determination by the Corporation (including its Board of Directors or any Committee thereof, its independent legal counsel, and its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 6.06. Contract Right; Non-Exclusivity; Survival.

(a) The rights to indemnification and advancement of expenses provided by this Article shall be deemed to be separate contract rights between the Corporation and each Director and officer who serves in any such capacity at any time while these provisions as well as the relevant provisions of the DGCL are in effect and any repeal or modification thereof shall not adversely affect any right or obligation then existing with respect to any state of facts then or previously existing or any proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such “contract rights” may not be modified retroactively as to any present or former Director or officer without the consent of such Director or officer.

(b) The rights to indemnification and advancement of expenses provided by this Article shall continue as to a person who has ceased to be a Director or officer and shall not be deemed exclusive of any other rights to which a present or former Director or officer of the Corporation seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested Directors, or otherwise.

(c) The rights to indemnification and advancement of expenses provided by this Article to any present or former Director or officer shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.07. Insurance. The Corporation shall purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article, provided that such insurance is available on commercially reasonable terms consistent with the then prevailing rates in the insurance market.

Section 6.08. Subrogation. In the event of payment under this Article VI, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee, who shall execute all documents, and do all acts, that as the Corporation may reasonably request to secure such rights, including the execution of such documents as the

Corporation may reasonably request to enable the Corporation effectively to bring suit to enforce such rights.

Section 6.09. Employees and Agents. The Board, or any officer authorized by the Board generally or in the specific case to make indemnification decisions, may cause the Corporation to indemnify any present or former employee or agent of the Corporation in such manner and for such liabilities as the Board may determine, up to the fullest extent permitted by the DGCL and other applicable law.

Section 6.10. Interpretation, Severability. Terms defined in Sections 145(h) or (i) of the DGCL have the meanings set forth in such sections when used in this Article. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Director or officer as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any proceeding, whether civil, criminal, administrative, investigative or otherwise, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VII

OFFICES

Section 7.01. Registered Office. The registered office of the Corporation in the State of Delaware shall be located at the location provided in the Certificate of Incorporation of the Corporation.

Section 7.02. Other Offices. The Corporation may maintain offices or places of business at such other locations within or without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. Dividends. Subject to any applicable provisions of law and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property, or shares of the Corporation's capital stock.

A member of the Board of Directors, or a member of any Committee designated by the Board of Directors shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or Committees of the Board of Directors, or by any other person as to matters the Director 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 Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 8.02. Reserves. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Corporation's stockholders and the Board of Directors may similarly modify or abolish any such reserve.

Section 8.03. Execution of Instruments. Except as otherwise provided by law or the Certificate of Incorporation, the Board of Directors or the Chief Executive Officer may authorize the Chief Executive Officer or any other officer or agent to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization may be general or limited to specific contracts or instruments.

Section 8.04. Voting as Stockholder. Unless otherwise determined by resolution of the Board of Directors, the Chair of the Board or the Chief Executive Officer or any Vice President or any officer of the Corporation authorized by any of them shall have full power and authority on behalf of the Corporation to attend any meeting of stockholders of any corporation in which the Corporation may hold stock, and to act, vote (or execute proxies to vote) and exercise in person or by proxy all other rights, powers and privileges incident to the ownership of such stock at any such meeting, or through action without a meeting. The Board of Directors may by resolution from time to time confer such power and authority (in general or confined to specific instances) upon any other person or persons.

Section 8.05. Fiscal Year. The fiscal year of the Corporation shall commence on the first day of January of each year and shall terminate in each case on December 31.

Section 8.06. Seal. The seal of the Corporation shall be circular in form and shall contain the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Delaware". The form of such seal shall be subject to alteration by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced, or may be used in any other lawful manner.

Section 8.07. Books and Records; Inspection. Except to the extent otherwise required by law, the books and records of the Corporation shall be kept at such place or places within or without the State of Delaware as may be determined from time to time by the Board of Directors.

Section 8.08. Electronic Transmission. "Electronic transmission", as used in these By-laws, means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

ARTICLE IX

AMENDMENT OF BY-LAWS

Section 9.01. Amendment. Subject to the provisions of the Certificate of Incorporation, these By-Laws may be amended, altered or repealed:

(a) by resolution adopted by a majority of the Board of Directors at any special or regular meeting of the Board of Directors if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting, or

(b) at any regular or special meeting of the stockholders upon the affirmative vote of the holders of a majority of the combined voting power of the outstanding shares of the Corporation entitled to vote in any election of Directors if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting.

Notwithstanding the foregoing, no amendment, alteration or repeal of Article VI shall adversely affect any right or protection existing under these By-Laws immediately prior to such amendment, alteration or repeal, including any right or protection of a Director thereunder in respect of any act or omission occurring prior to the time of such amendment.

ARTICLE X

CONSTRUCTION

Section 10.01. Construction. In the event of any conflict between the provisions of these By-Laws as in effect from time to time and the provisions of the Certificate of Incorporation of the Corporation as in effect from time to time, the provisions of such Certificate of Incorporation shall be controlling.

HERTZ GLOBAL HOLDINGS, INC.**SENIOR EXECUTIVE BONUS PLAN**

(Effective as of May 18, 2016)

Section 1. Purpose. The purposes of the Hertz Global Holdings, Inc. Senior Executive Bonus Plan (the "Plan") are (i) to compensate certain members of senior management of the Company on an individual basis for significant contributions to the Company and its subsidiaries and (ii) to stimulate the efforts of such members by giving them a direct financial interest in the performance of the Company.

Section 2. Definitions. The following terms utilized in this Plan shall have the following meanings:

"Board" shall mean the board of directors of the Company.

"Cause" shall mean with respect to any Participant (as determined by the Committee): (i) willful and continued failure to perform substantially the Participant's material duties with the Company (other than any such failure resulting from the Participant's incapacity as a result of physical or mental illness) after a written demand for substantial performance specifying the manner in which the Participant has not performed such duties is delivered to the Participant by the person or entity that supervises or manages the Participant, (ii) engaging in willful and serious misconduct that is injurious to the Company or any of its subsidiaries, (iii) one or more acts of fraud or personal dishonesty resulting in or intended to result in personal enrichment at the expense of the Company or any of its subsidiaries, (iv) substantial abusive use of alcohol, drugs or similar substances that, in the sole judgment of the Company, impairs the Participant's job performance, (v) material violation of any Company policy that results in harm to the Company or any of its subsidiaries or (vi) indictment for or conviction of (or plea of guilty or *nolo contendere*) to a felony or of any crime (whether or not a felony) involving moral turpitude. A "termination for Cause" shall include a determination by the Committee following a Participant's termination of employment for any other reason that, prior to such termination of employment, circumstances constituting Cause existed with respect to such Participant.

"Code" shall mean the Internal Revenue Code of 1986 and the regulations and guidance promulgated thereunder, all as amended from time to time.

"Committee" shall mean the committee of the Board designed by the Board to administer the Plan, provided that such committee shall consist solely of two or more "outside directors" within the meaning of Code Section 162(m).

"Company" shall mean Hertz Rental Car Holding Company, Inc. (which shall be known as Hertz Global Holdings, Inc. on and after the Distribution), a Delaware corporation, and any successor thereto.

"Distribution" shall have the meaning prescribed under Section 10.

"EBITDA" shall mean, for a Performance Period, consolidated net income before net interest expense, consolidated income taxes and consolidated depreciation and amortization; provided, however, that EBITDA shall exclude any or all "extraordinary items" as determined under U.S. generally acceptable accounting principles including, without limitation, the charges or costs associated with restructurings of the Company, discontinued operations, other unusual or non-recurring items, and the cumulative effects of accounting changes, and as identified in the Company's financial statements, notes to the Company's financial statements or management's discussion and analysis of financial condition and results of operations contained in the Company's most recent report filed with the U.S. Securities and Exchange Commission pursuant to the Exchange Act.

"Eligible Executive" means the Company's Executive Officers, and each officer of the Company or its subsidiaries who are (or who, in the determination of the Committee, may reasonably be expected to be) "covered employees" within the meaning of Code Section 162(m) for such Performance Period.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder.

"Executive Officer" means each person who is an officer of the Company or any subsidiary and who is subject to the reporting requirements under Section 16(a) of the Exchange Act.

"Former Parent" shall mean Hertz Global Holdings, Inc. (which shall be known as Herc Holdings Inc. on and after the Distribution), a Delaware corporation, and any successor thereto

"Participant" shall mean, for a Performance Period, all Eligible Executives unless the Committee, in its sole and absolute discretion, designates that an Eligible Executive shall not be eligible for participation in the Plan for a Performance Period.

"Performance Period" shall mean the fiscal year of the Company, except that the initial Performance Period shall be from the date of the Distribution, or such other date set by the Committee, to the last day of the calendar year containing the date of the Distribution; provided, however, that the Committee may designate that the Performance Period for an Incentive Award be more than one fiscal year (with any such designation by the Committee to be made within the time period permitted under Code Section 162(m)).

"Wrongful Conduct" shall mean any action whereby a Participant:

(a) directly or indirectly, owns any interest in, operates, joins, controls or participates as a partner, director, principal, officer, or agent of, enters into the employment of, acts as a consultant to, or performs any services for any entity which has operations that compete with any business of the Company and its subsidiaries in which the Participant was employed (in any capacity) in any jurisdiction in which such business is engaged, or in which any of the Company and its subsidiaries have documented plans to become engaged of which the Participant has knowledge at the time of the Participant's termination of employment (the "Business"), except where (x) the Participant's interest or association with such entity is unrelated to the Business, (y) such entity's gross revenue from the Business is less than 10% of such entity's total gross revenue, and (z) the Participant's interest is directly or indirectly less than two percent (2%) of the Business;

(b) directly or indirectly, solicits for employment, employs or otherwise interferes with the relationship of the Company or any of its affiliates with any natural person throughout the world who is or was employed by or otherwise engaged to perform services for the Company or any of its affiliates at any time during the Participant's employment with the Company or any subsidiary (in the case of any such activity during such time) or during the twelve-month period preceding such solicitation, employment or interference (in the case of any such activity after the termination of the Participant's employment); or

(c) directly or indirectly, discloses or misuses any confidential information of the Company or any of its affiliates.

Section 3. Term. Subject to Section 10, the Plan shall be applicable for the initial Performance Period and all future fiscal years of the Company unless amended or terminated by the Company pursuant to Section 7.

Section 4. Incentive Award.

4.1 For each Performance Period of the Company, each Participant may be entitled to receive an award payable in cash ("Incentive Award") in an amount determined by the Committee as provided in this Plan. With respect to each Performance Period, the Chief Executive Officer of the Company shall be entitled to be paid an Incentive Award equal to 1% of the Company's EBITDA for such Performance Period of the Company. With respect to each Performance Period of the Company, each other Participant shall be entitled to be paid an Incentive Award equal to 0.5% of EBITDA for such Performance Period. Except as otherwise provided in the Plan, a Participant must be employed with the Company on the last day of the Performance Period in order to receive an Incentive Award with respect to such Performance Period.

Notwithstanding anything contained in this Plan to the contrary, the Committee in its sole discretion may reduce any Incentive Award to any Participant to any amount, including zero, prior to the written certification of the Committee of the amount of such Incentive Award.

As a condition to the right of a Participant to receive an Incentive Award, the Committee shall first certify in writing the Company's EBITDA and that the Incentive Award has been determined in accordance with the provisions of this Plan.

Incentive Awards for any Performance Period shall be determined as soon as practicable after such Performance Period and shall be paid no later than the 15th day of the third month following such Performance Period.

4.2 Unless otherwise determined by the Committee (whether before or after the commencement of an applicable Performance Period), if a Participant's employment is terminated for any reason prior to the end of a Performance Period, the Participant shall cease being eligible for an Incentive Award in respect to such Performance Period; provided, further, that the Committee shall have no discretion to take such preceding action if the exercise of such action or the ability to exercise such action would cause such Award to fail to qualify as "performance-based" compensation under Code Section 162(m).

4.3 Incentive Awards shall be payable in cash.

4.4 The Company shall have the right and power to deduct from all amounts paid to a Participant (whether under this Plan or otherwise) or to require a Participant to remit to the Company promptly upon notification of the amount due, an amount to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect thereto with respect to any Incentive Award under this Plan.

4.5 Participation in this Plan does not exclude Participants from participation in any other benefit or compensation plans or arrangements of the Company, including other bonus or incentive plans. Nothing in the Plan shall be construed to limit the right of the Company to establish other plans or to pay compensation to its employees, in cash or property, in a manner which is not expressly authorized under the Plan.

4.6 Unless otherwise determined by the Committee, notwithstanding anything contained in this Plan to the contrary, if, during the period commencing with a Participant's employment with the Company or any subsidiary, and continuing until the first anniversary of the Participant's employment termination, the Participant engages in Wrongful Conduct, then any Incentive Award granted to the Participant hereunder, to the extent they remain unpaid, shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct and, in such case or in the case of the Participant's termination for Cause, the Participant shall pay to the Company in cash the amounts paid under any Incentive Award hereunder within the twelve-month period ending on the date of the Participant's violation (or such other period as determined by the Committee).

4.7 Without limiting the generality of Section 4.8, in the event the Company restates any of its financial statements, the Committee may require the Participant pay to the Company in cash all or a portion of the amounts received under any Incentive Award

hereunder during the three-year period prior to the date that the Company is required to prepare a financial restatement, to the extent that such amount would not have been paid had the applicable financial results been reported accurately. Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by the prior sentence, such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

4.8 Without limiting the preceding, any Incentive Award hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time. The Participant's obligations under Sections 4.6 and 4.7 shall be cumulative of any similar obligations the Participant has under this Plan, any Company policy, standard or code, or any other agreement with the Company or any subsidiary.

Section 5. Administration and Interpretation. The Committee shall have authority to prescribe, amend and rescind rules and regulations relating to the Plan, to provide for conditions deemed necessary or advisable to protect the interests of the Company, to interpret the Plan and to make all other determinations necessary or advisable for the administration and interpretation of the Plan and to carry out its provisions and purposes. Any determination, interpretation or other action made or taken (including any failure to make any determination or interpretation, or take any other action) by the Committee pursuant to the provisions of the Plan, shall, to the greatest extent permitted by law, be within its sole and absolute discretion and shall be final, binding and conclusive for all purposes and upon all persons and shall be given deference in any proceeding with respect thereto. The Committee may appoint accountants, actuaries, counsel, advisors and other persons that it deems necessary or desirable in connection with the administration of the Plan. The Committee's determinations under the Plan need not be uniform and may be made by the Committee selectively among persons who receive, or are eligible to receive, Incentive Awards under the Plan, whether or not such persons are similarly situated. To the maximum extent permitted by law, no member of the Committee shall be liable for any action taken or decision made in good faith relating to the Plan or any Incentive Award hereunder.

To the maximum extent provided by law and by the Company's Certificate of Incorporation and/or By-Laws, each person who is or shall have been a member of the Committee or of the Board shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be made a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive and shall be independent of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or By-laws, by contract, as a matter of law, or otherwise.

Section 6. Administrative Expenses. Any expense incurred in the administration of the Plan shall be borne by the Company out of its general funds.

Section 7. Amendment or Termination. The Committee of the Company may from time to time amend the Plan in any respect or terminate the Plan in whole or in part, provided that such action will not cause an Incentive Award to become subject to the deduction limitations contained in Code Section 162(m).

Section 8. No Assignment. The rights hereunder, including without limitation rights to receive an Incentive Award, shall not be pledged, assigned, transferred, encumbered or hypothecated by an employee of the Company, and during the lifetime of any Participant any payment of an Incentive Award shall be payable only to such Participant.

Section 9. The Company. For purposes of this Plan, the "Company" shall include the successors and assigns of the Company, and this Plan shall be binding on any corporation or other person with which the Company is merged or consolidated.

Section 10. Effective Date; Stockholder Approval. The Company has entered into a Separation and Distribution Agreement with Former Parent (the "Separation Agreement"), which provides for a "Distribution" (as defined in the Separation Agreement), by which Former Parent will separate into two separate, publicly traded companies, the Company and Former Parent. Until the Distribution, the Company is a wholly owned subsidiary of Former Parent. The Plan was approved by Former Parent, as the sole shareholder of the Company, and by the Board, on May 18, 2016. The Plan shall be effective as of such approval date. After the Distribution, the Plan (or the material performance goals therein) shall be submitted to the stockholders of the Company for approval at a Company stockholder meeting, which meeting shall meet the timing requirements of Code Section 162(m) in order to ensure that Incentive Awards qualify as "performance-based" compensation under Code Section 162(m). The ongoing effectiveness of the Plan after such meeting is subject to stockholder approval.

Section 11. No Right to Employment. The designation of an officer as a Participant or grant of an Incentive Award shall not be construed as giving a Participant the right to be retained in the employ of the Company or any affiliate or subsidiary. Nothing in the Plan or any Incentive Award Agreement shall interfere with or limit in any way the right of the Company or any affiliate or subsidiary to terminate any Participant's employment at any time (regardless of whether such termination results in (1) the failure of any Incentive Award to vest; (2) the forfeiture of any Incentive Award; and/or (3) any other adverse effect on the individual's interests under the Plan).

Section 12. No Impact on Benefits. Except as may otherwise be specifically stated under any employee benefit plan, policy or program, no amount payable in respect of any Incentive Award shall be treated as compensation for purposes of calculating a Participant's right under any such plan, policy or program. No amount payable in respect of any Incentive Award shall be deemed part of a Participant's

regular, recurring compensation for purposes of any termination, indemnity or severance pay laws.

Section 13. Right to Offset. Notwithstanding any provisions of the Plan to the contrary, and to the extent permitted by applicable law (including Code Section 409A), the Company may offset any amounts to be paid to a Participant (or, in the event of the Participant's death, to his beneficiary or estate) under the Plan against any amounts that such Participant may owe to the Company or any affiliate or subsidiary (including, without limitation, amounts owed pursuant to Sections 4.6 and 4.7).

Section 14. Furnishing Information. A Participant will cooperate with the Committee by furnishing any and all information requested by the Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Committee may deem necessary.

Section 15. Governing Law. The validity, construction and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware and applicable federal law, without reference to principles of conflict of laws which would require application of the law of another jurisdiction.

Section 16. Severability. In the event that any one or more of the provisions of this Plan shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 17. Headings; Gender; Number. The headings and captions herein are provided for reference and convenience only, shall not be considered part of this Plan, and shall not be employed in the construction of this Plan. Except when otherwise indicated by the context, words in the masculine gender used in the Plan shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

Section 18. No Trust. Neither the Plan nor any Incentive Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Participant. To the extent any Participant acquires a right to receive payments from the Company in respect to any Incentive Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

Section 19. Code Section 162(m) and Code Section 409A. It is the intention that Incentive Awards qualify as "performance-based" compensation under Code Section 162(m), and all payments made under the Plan be excluded from the deduction limitations contained in Code Section 162(m). The Plan shall be construed at all times in favor of its meeting the "performance-based" compensation exception contained in Code Section 162(m). Accordingly, the Committee shall have no discretion under this Plan (including, without limitation, with respect to adjustments to EBITDA) if the exercise of such discretion or the ability to exercise such discretion would cause such Incentive Award to fail to qualify as "performance-based" compensation under Code Section 162(m). Therefore, if any Plan provision is found not to be in compliance with the "performance-based" compensation exception contained in Code Section 162(m), that provision shall be deemed amended so that the Plan does so comply to the extent permitted by law and deemed advisable by the Committee.

To the extent any provision of the Plan or action by the Committee would subject any Participant to liability for interest or additional taxes under Code Section 409A, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. It is intended that the Plan will be exempt from Code Section 409A, and the Plan shall be interpreted and construed on a basis consistent with such intent. The Plan may be amended in any respect deemed necessary (including retroactively) by the Committee in order to preserve exemption from Code Section 409A. The preceding shall not be construed as a guarantee of any particular tax effect for Plan payments. A Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on such person in connection with any distributions to such person under the Plan (including any taxes and penalties under Code Section 409A), and the Company (or any affiliate or subsidiary) shall have no obligation to indemnify or otherwise hold a Participant harmless from any or all of such taxes or penalties.

CHANGE IN CONTROL SEVERANCE AGREEMENT

FOR EXECUTIVE OFFICERS AND CERTAIN NEW KEY EMPLOYEES

This Severance Agreement (this "Agreement") is made as of _____, 20____ by and between Hertz Global Holdings, Inc., a Delaware corporation, and any successor to the business and/or assets of the Company that assumes this Agreement (the "Company"), and _____ ("Executive").

RECITALS

WHEREAS the Compensation Committee of the Board of Directors of the Company (the "Board") has approved this severance agreement to provide Executive with certain benefits upon certain terminations of employment;

NOW THEREFORE, the parties hereto agree as follows:

1. Term of Agreement. This Agreement shall commence on the date hereof and shall continue in effect through December 31, 20____; provided, that the term of this Agreement shall automatically be extended for one additional year beyond 20____ (and successive one year periods thereafter), unless, not later than September 30, 20____ (for the additional year ending on December 31, 20____) or September 30 of each year thereafter (for each subsequent extension), the Company shall have given notice that it does not wish to extend this Agreement for an additional year, in which event this Agreement shall continue to be effective until the end of its then remaining term; provided, however, that, notwithstanding any such notice by the Company not to extend, if a Change in Control (as defined in Section 2 below) shall have occurred during the original or any extended term of this Agreement, this Agreement shall continue in effect for a period of twenty-four months beyond such Change in Control. Notwithstanding the foregoing, this Agreement shall terminate if Executive ceases to be an employee of the Company and its subsidiaries for any reason prior to a Change in Control which, for these purposes, shall include cessation of such employment as a result of the sale or other disposition of the division, subsidiary or other business unit by which Executive is employed.

2. Change in Control. No benefits shall be payable hereunder unless there shall have been a Change in Control of the Company. For purposes of this Agreement, a "Change in Control" shall mean the first to occur of any of the following after the date of this Agreement:

(A) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than any such acquisition by the Company, any of its subsidiaries, any employee benefit plan of the Company or any of its subsidiaries, or any of the Investors (as defined below), of 50% or more of the combined voting power of the Company's then outstanding voting securities;

(B) within any 24-month period, the Incumbent Directors (as defined below) shall cease to constitute at least a majority of the Board or the board of directors of any successor to the Company, provided that any director elected to the Board, or nominated for election, by a majority of the Incumbent Directors then still in office shall be deemed to be an Incumbent Director for purposes of this clause (B); or

(C) the merger or consolidation of the Company as a result of which persons who were owners of the voting securities of the Company immediately prior to such merger or consolidation, or any of the Investors, do not, immediately thereafter, own, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company;

(D) the approval by the Company's shareholders of the liquidation or dissolution of the Company other than a liquidation of the Company into any subsidiary of the Company or a liquidation a result of which persons who were stockholders of the Company immediately prior to such liquidation, or any or all of the Investors, own, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the entity that holds substantially all of the assets of the Company following such event; and

(E) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur if the Company files for bankruptcy, liquidation or reorganization under the United States Bankruptcy Code.

For purposes of the foregoing definition, the following terms shall have the following meanings:

“Incumbent Director” means the persons who were members of the Board as of the date of this Agreement; provided, that a director elected, or nominated for election, to the Board in connection with a proxy contest after the date of this Agreement shall not be considered an Incumbent Director.

“Investors” means collectively (i) the Initial Investors, (ii) TC Group L.L.C. (which operates under the trade name The Carlyle Group), (iii) Clayton, Dubilier & Rice, Inc., (iv) Merrill Lynch Global Partners, Inc., (v) any affiliate of any of the foregoing, including any investment fund or vehicle managed, sponsored or advised by any of the foregoing, (vi) any successor in interest to any of the foregoing.

“Initial Investors” means, collectively, the Carlyle Investors, the CDR Investors and the Merrill Lynch Investors.

“Carlyle Investors” means, collectively, (i) Carlyle Partners IV, L.P., (ii) CEP II Participations S.à.r.l., (iii) CP IV Co-investment, L.P., and (iv) CEP II U.S. Investments, L.P.

“CDR Investors” means, collectively, (i) Clayton, Dubilier & Rice Fund VII, L.P., (ii) CDR CCMG Co-Investor L.P., and (iii) CD&R Parallel Fund VII, L.P.

“Merrill Lynch Investors” means, collectively, (i) ML Global Private Equity Fund, L.P., (ii) Merrill Lynch Ventures L.P. 2001, (iii) CMC-Hertz Partners, L.P., and (iv) ML Hertz Co-Investor, L.P.

3. Termination Following Change In Control. If a Change in Control shall have occurred, Executive shall be entitled to the benefits provided in Section 4(iv) upon the subsequent termination of Executive’s employment with the Company and its subsidiaries during the two year period following such Change in Control (the “Protected Period”) unless such termination is (A) a result of Executive’s death, Retirement or Disability (except as provided in Section 3(i) below), (B) by Executive without Good Reason (as defined in Section 3(iii) below), or (C) by the Company or any of its subsidiaries for Cause (as defined in Section 3(ii) below). In addition, Executive shall be entitled to the compensation provided for in Section 4(iv) hereof (and without regard to Section 4(vii) hereof) payable only upon the occurrence of an event constituting a Section 409A Change in Control (as if his termination had occurred after the Section 409A Change in Control) if, after an agreement has been signed which, if consummated, would result in a Section 409A Change in Control, (x) Executive is terminated without Cause by the Company and its subsidiaries prior to the Section 409A Change in Control, and (y) such termination was at the instigation or request of the party to the agreement evidencing the transaction that will result in the Section 409A Change in Control or otherwise occurs in connection with the anticipated Section 409A Change in Control. “Section 409A Change in Control” means any event described in Section 2 of this Agreement if such event also is a “change in control event” within the meaning of the regulations under Section 409A(a)(2)(A)(v) of the Code determined in accordance with the uniform methodology and procedures adopted by the Company.

(i) Disability; Retirement. For purposes of this Agreement, “Disability” shall mean permanent and total disability as such term is defined under Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), without regard to whether Executive is subject to the Code. Any question as to the existence of Executive’s Disability upon which Executive and the Company cannot agree shall be determined by a qualified independent physician selected by Executive (or, if Executive is unable to make such selection, such selection shall be made by any adult member of Executive’s immediate family or Executive’s legal representative), and approved by the Company, said approval not to be unreasonably withheld. The determination of such physician made in writing to the Company and to Executive shall be final and conclusive for all purposes of this Agreement. For purposes of this Agreement, “Retirement” and corollary terms shall mean Executive’s voluntary termination of employment with the Company under any of the Company’s retirement plans that occurs prior to delivery of a Notice of Termination pursuant to Section 3(iv) below; provided, that notwithstanding the foregoing, no Retirement that occurs after any other termination of employment shall adversely affect, interfere with or otherwise impair in any way Executive’s right to receive the payments and benefits to which he is entitled on account of a termination without Cause or with Good Reason. Accordingly, and for the avoidance of doubt, if Executive provides a Notice of Termination for Good Reason, and otherwise satisfies the conditions for Good Reason pursuant to this Agreement, and also Retires, such

Retirement shall not adversely affect, interfere with or otherwise impair in any way his right to receive payments and benefits hereunder. Conversely, if Executive terminates his employment on account of Retirement and at such time is not (x) terminating his employment for Good Reason pursuant to this Agreement or (y) being terminated by the Company without Cause pursuant to this Agreement, he shall not be entitled to the payments and benefits provided in this Agreement.

(ii) Cause. For purposes of this Agreement, "Cause" shall mean (i) willful and continued failure to perform substantially the Executive's material duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness) after a written demand for substantial performance specifying the manner in which the Executive has not performed such duties is delivered by the Chief Executive Officer of the Company to the Executive, (ii) engaging in willful and serious misconduct that is injurious to the Company or any of its subsidiaries, (iii) one or more acts of fraud or personal dishonesty resulting in or intended to result in personal enrichment at the expense of the Company or any of its subsidiaries, (iv) substantial abusive use of alcohol, drugs or similar substances that, in the sole judgment of the Company, impairs the Executive's job performance, (v) material violation of any material Company policy that results in material harm to the Company or any of its subsidiaries or (vi) indictment for or conviction of a felony or of any crime (whether or not a felony) involving moral turpitude. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the Incumbent Directors of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to Executive and an opportunity for Executive, together with Executive's counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, Executive was guilty of conduct set forth above in this Section 3(ii) and specifying the particulars thereof in detail.

(iii) Good Reason. Executive shall be entitled to terminate employment with Good Reason. For the purpose of this Agreement, "Good Reason" shall mean the occurrence, without Executive's express written consent, of any of the following circumstances during the Protected Period unless, in the case of Sections 3(iii)(A), (E), or (F), such circumstances are fully corrected prior to the date specified as the Date of Termination (as defined in Section 3(v)) in the Notice of Termination (as defined in Section 3(iv)) given in respect thereof:

(A) the assignment to Executive of any duties or responsibilities not comparable to Executive's position (as it existed immediately prior to the Change in Control) and that results in a substantial diminution or material adverse change in such duties or responsibilities from those in effect immediately prior to the Change in Control other than a change in title or reporting relationships;

(B) a reduction by the Company or any of its subsidiaries in Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time;

(C) the relocation of Executive's place of business to a location more than fifty miles from Executive's principal place of employment immediately preceding the Change in Control that materially increases Executive's commute compared to Executive's commute as in effect immediately prior to the Change in Control;

(D) a reduction by the Company or any of its subsidiaries in Executive's annual bonus opportunity as in effect on the date hereof or as the same may be increased from time to time;

(E) the failure by the Company or any of its subsidiaries to continue Executive's participation in any long-term incentive compensation plan on a level comparable to other senior executives;

(F) except as required by law, a reduction by the Company or any of its subsidiaries of 5% or more in the aggregate benefits provided by Executive (excluding changes to such benefits that occur in the ordinary course, are of general application, and increase co-payments, deductibles or premiums which must be paid by Executive) as those enjoyed by Executive under the employee benefit and welfare plans of the Company and its subsidiaries, including, without limitation, the pension, life insurance, medical, dental, health and accident, retiree medical, disability, deferred compensation and savings plans, in which Executive was participating at the time of the Change in Control;

(G) the failure of the Company to obtain an agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 6 hereof; or

(H) any purported termination of Executive's employment by the Company or its subsidiaries which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 3(iv) below (and, if applicable, the requirements of Section 3(ii) above); for purposes of this Agreement, no such purported termination shall be effective.

Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstances constituting Good Reason hereunder. Executive must provide the Notice of Termination not later than 180 days following the date he or she had actual knowledge of the event constituting Good Reason.

(iv) Notice of Termination. Any purported termination of Executive's employment by the Company and its subsidiaries or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 7 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail (other than with respect to a Good Reason termination pursuant to Section 3(iii)(H)) the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated.

(v) Date of Termination. "Date of Termination" shall mean (A) if Executive's employment is terminated for Disability, 30 days after Notice of Termination is given (provided that Executive shall not have returned to the full-time performance of Executive's duties during such 30 day period), and (B) if Executive's employment is terminated pursuant to Section 3(ii) or (iii) above or for any reason (other than Disability), the date specified in the Notice of Termination (which, in the case of a termination pursuant to Section 3(ii) above shall not be less than 30 days, and in the case of a termination pursuant to Section 3(iii) above shall not be less than 30 nor more than 60 days, respectively, from the date such Notice of Termination is given); provided, that, if within 30 days after any Notice of Termination is given the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the grounds for termination, the Date of Termination shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, by a binding arbitration award or by a final judgment, order or decree of a court of competent jurisdiction (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected); provided, further, that the Date of Termination shall be extended by a notice of dispute only if such notice is given in good faith and the party giving such notice pursues the resolution of such dispute with reasonable diligence. Notwithstanding the pendency of any such dispute, the Company and its subsidiaries will continue to pay Executive's full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, base salary and bonus) and continue Executive as a participant in all incentive compensation, benefit and insurance plans in which Executive was participating when the notice giving rise to the dispute was given, until the dispute is finally resolved in accordance with this Section 3(v). Amounts paid under this Section 3(v) are in addition to all other amounts due under this Agreement and shall not be offset against or reduce any other amounts due under this Agreement. In the event that the Company is terminating Executive the Company may, if it so chooses, pay Executive the base salary which he would have received in lieu of waiting for the expiration of any notice period otherwise required hereby and bar Executive from any of the Company's premises, offices or properties, subject to any rights set forth herein for Executive to contest such termination.

4. Compensation upon Termination or During Disability. Upon termination of Executive's employment or during a period of Disability, in either case, during the Protected Period, Executive shall be entitled to the following benefits:

(i) During any period that Executive fails to perform Executive's full-time duties with the Company and its subsidiaries as a result of the Disability, Executive shall continue to receive an amount equal to Executive's base salary at the rate in effect at the commencement of any such period, and Bonus (as defined in Section 4(iv)(B)), through the Date of Termination for Disability; provided, that if any such period of Disability ends during the Protected Period, Executive shall have the right to resume active employment with the Company immediately following the end of such period of Disability, unless, prior to the end of such period of Disability, the Company has terminated Executive's employment. Thereafter, Executive's benefits shall be determined in accordance with the employee benefit programs of the Company and its subsidiaries then in effect.

(ii) If Executive's employment is terminated by the Company or any of its subsidiaries for Cause or by Executive without Good Reason (excluding death, Disability or Retirement) the Company (or one of its subsidiaries, if applicable) shall pay through the Date of Termination Executive's full base salary at the rate in effect at the time Notice of Termination is given and shall pay any amounts otherwise payable to Executive on or immediately prior to the Date of Termination pursuant to any other compensation plans, programs or employment agreements then in effect, and the Company shall have no further obligations to Executive under this Agreement.

(iii) If Executive's employment is terminated by reason of Executive's death or Retirement, Executive's benefits shall be determined in accordance with the retirement and other benefit programs of the Company and its subsidiaries then in effect, except as otherwise provided in Section 3(i).

(iv) If Executive's employment by the Company and its subsidiaries is terminated (other than for death or Disability) by (a) the Company and its subsidiaries other than for Cause or (b) Executive with Good Reason, then, the Company (or one of its subsidiaries, if applicable) shall pay, in accordance with the Company's normal payroll procedures, any unpaid portion of Executive's full base salary, at the rate in effect at the time of the Change in Control (the "Base Salary"), calculated through the Date of Termination, and subject to Executive executing, delivering and not revoking the Release of Claims attached to this Agreement as Exhibit A (the "Release") within 60 days following the Separation from Service Date (as defined in Section 4(vii)) (the "Release Period") and provided that such Release is effective and binding and non-revocable by the end of the Release Period, Executive shall be entitled to the benefits provided below:

(A) The Company (or one of its subsidiaries, if applicable) shall pay a pro-rated annual bonus at target level calculated through the Date of Termination, no later than the last day of the Release Period, plus all other amounts to which Executive is entitled under any compensation plan of the Company applicable to Executive, at the time such payments are due (provided, however, if the Release Period crosses over two calendar years, any payments made under this Section 4(iv)(A) shall be made no earlier than January 1st of the second calendar year).

(B) The Company shall pay Executive, not later than 10 days following the date on which the Release has become effective and irrevocable (provided, however, if the Release Period crosses over two calendar years, payment shall be made within 10 days following the later of such date or January 1st of the second calendar year), as severance pay to Executive, a severance payment equal to times the sum of (i) Executive's Base Salary, and (ii) Bonus. For purposes of this Agreement, the "Bonus" shall mean the average annual cash bonus paid (or awarded, if different) in respect of each of the three prior bonus years (exclusive of any special or prorated bonuses). If Executive has less than three years of bonus history, "Bonus" shall mean the target bonus of the year of termination.

(C) The Company shall credit the Executive with an additional years of age and an additional "Years of Service" for all purposes under The Hertz Corporation Supplemental Executive Retirement Plan ("SERP II") (the length of such additional years of service, the "Severance Period") with the benefit under the SERP II to be provided at the time or times set forth under the terms of SERP II without regard to Section 4(vii), and the averaging period over which "Final Average Earnings" (as defined in SERP II) is determined shall include the Severance Period (and, for this purpose, the payment made pursuant to Section 4(iv)(B) shall be deemed to be compensation earned ratably over the Severance Period); provided that, if Executive does not at the Date of Termination have at least five "Vesting Years of Service" under the "Retirement Plan" (as these terms are used or defined in SERP II), the following additional provisions shall apply to Executive: (1) Executive shall, notwithstanding the second paragraph of Section 3.2 of SERP II, be fully vested in his benefit under SERP II (as increased pursuant to this Section 4(ii)); (2) if Executive's actual years of service plus the years of service credited pursuant to this Section 4(iv)(C) equal less than five, then, notwithstanding Section 1.10 of SERP II, the averaging period over which Final Average Earnings shall be determined shall be the period of such actual and credited service; (3) Executive's benefit under SERP II and this Agreement shall be reduced applying the reduction factors set forth in the SERP II to reflect the timing of payment of such benefit; and (4) such benefit shall be paid at the same time as the payment set forth in Section 4(iv)(B) is paid.

(D) From the Date of Termination, until the earlier of (i) the last day of the Severance Period or (ii) the date upon which Executive becomes eligible to participate in plans of another employer (such

period, the “Benefit Continuation Period”), the Company will continue Executive’s participation and coverage in all the Company’s life, medical, dental plans and other welfare benefit plans (but excluding the Company’s disability plans) (“Insurance Benefits”); provided that if any other Company plan, arrangement or agreement provides for continuation of Insurance Benefits, then Executive shall receive such coverage under such other plan, arrangement or agreement, and if the period of such coverage is shorter than the Benefit Continuation Period, then Executive shall receive pursuant to this Section 4(iv)(D), such coverage for the remainder of the Benefit Continuation Period.

(E) The Company shall provide to Executive outplacement services or executive recruiting services provided by a professional outplacement provider or executive recruiter at a cost to the Company of not more than 10% of Executive’s Base Salary (not to exceed \$25,000) to be provided within the period ending no later than the end of the year following the year in which the Date of Termination occurs.

(v) To the extent outstanding following a Change in Control, Executive’s stock options and other equity awards shall be governed by the terms of the equity incentive plans and award agreements under which such stock options and other equity awards were awarded.

(vi) The Company shall also pay to Executive, no less frequently than monthly, all legal fees and expenses reasonably incurred by Executive in connection with this Agreement (including all such fees and expenses, if any, incurred in contesting or disputing the nature of any such termination for purposes of this Agreement or in seeking to obtain or enforce any right or benefit provided by this Agreement); provided, that if a determination is made by the arbitrator selected under Section 12 hereof that Executive has failed to prevail on at least one material claim, the Company shall not be liable to pay such legal fees or expenses otherwise provided for thereunder and the Company shall be entitled to recover from Executive any such amounts so paid (either directly or, except as would violate the requirements of Section 409A of the Code, by setoff against any amounts then owed Executive by the Company). Notwithstanding the penultimate sentence of Section 8, no reimbursement pursuant to this Section 4(vi) shall be paid later than the last day of the 10th calendar year following the calendar year in which the applicable statute of limitations for breach of contract claims expires or, if later, the last day of the calendar year following the calendar year in which there is a settlement or other final and nonappealable resolution of the related contest or dispute.

(vii) Notwithstanding the foregoing provisions of this Section 4, if, as of the Separation from Service Date, Executive is a Specified Employee, then, except to the extent that this Agreement does not provide for a “deferral of compensation” within the meaning of Section 409A of the Code, the following shall apply:

1) No payments shall be made and no benefits shall be provided to Executive, in each case, during the period beginning on the Separation from Service Date and ending on the six-month anniversary of such date or, if earlier, the date of Executive’s death.

2) On the first business day of the first month following the month in which occurs the six-month anniversary of the Separation from Service Date or, if earlier, Executive’s death, the Company shall make a one-time, lump-sum cash payment to the Executive in an amount equal to the sum of (x) the amounts otherwise payable to the Executive under this Agreement during the period described in Section 4(vii)1) above and (y) the amount of interest on the foregoing at the applicable federal rate for instruments of less than one year.

For purposes of this Agreement, “Separation from Service Date” shall mean the date of the Executive’s “separation from service” within the meaning of Section 409A(a)(2)(i)(A) of the Code and determined in accordance with the default rules under regulations promulgated under Section 409A of the Code. “Specified Employee” shall mean a “specified employee” within the meaning of Section 409A(a)(2)(B)(1) of the Code, as determined in accordance with the uniform methodology and procedures adopted by the Company and then in effect.

5. Adjustment in Payments

(i) In the event that any payment or benefit received or to be received by Executive pursuant to the terms of this Agreement (the “Contract Payments”) or in connection with Executive’s termination of employment or contingent upon a Change in Control of the Company pursuant to any plan or arrangement or other agreement with the Company (or any affiliate) (“Other Payments”) and, together with the Contract Payments, the “Payments”) would be subject to the excise tax

(the "Excise Tax") imposed by Section 4999 of the Code, as determined as provided below, and provided, that if Executive's Payment is, when calculated on a net-after-tax basis (taking into account the Excise Tax as well as other applicable federal, state and local income taxes), less than 100% of the net-after tax amount (taking into account applicable federal, state and local income taxes) of the Payment which could be paid to Executive under Section 280G of the Code without causing the imposition of the Excise Tax, then the Payment shall be limited to the largest amount payable without resulting in the imposition of any Excise Tax (such amount, the "Capped Amount").

(ii) For purposes of determining the Capped Amount, whether any of the Payments will be subject to the Excise Tax and the amounts of such Excise Tax, (1) the total amount of the Payments shall be treated as "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and all "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code shall be treated as subject to the Excise Tax, except to the extent that, in the opinion of independent tax counsel selected by the Company's independent auditors and reasonably acceptable to Executive ("Tax Counsel"), a Payment (in whole or in part) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code, or such "excess parachute payments" (in whole or in part) are not subject to the Excise Tax, (2) the amount of the Payments that shall be treated as subject to the Excise Tax shall be equal to the lesser of (A) the total amount of the Payments or (B) the amount of "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code (after applying clause (1) hereof), and (3) the value of any noncash benefits or any deferred payment or benefit shall be determined by Tax Counsel in accordance with the principles of Sections 280G(d)(3) and (4) of the Code. For purposes of determining the amounts compared in the proviso of Section 5(i) above, Executive shall be deemed to pay federal income tax at the highest marginal rates of federal income taxation applicable to individuals in the calendar year in which the Payment is to be made and state and local income taxes at the highest effective rates of taxation applicable to individuals as are in effect in the state and locality of Executive's residence in the calendar year in which the Payment is to be made, net of the maximum reduction in federal income taxes that can be obtained from deduction of such state and local taxes, taking into account any limitations applicable to individuals subject to federal income tax at the highest marginal rates.

(iii) If the Tax Counsel determines that any Excise Tax is payable by Executive and that the criteria for reducing the Payments to the Capped Amount (as described in Section 5(i) above) is met, then the Company shall reduce the Payments by the amount which, based on the Tax Counsel's determination and calculations, would provide Executive with the Capped Amount, and pay to Executive such reduced Payments; provided that the Company shall first reduce the severance payment under Section 4(iv)(B) and shall next reduce the benefits described in Section 4(iv)(C). If the Tax Counsel determines that no Excise Tax is payable by Executive, it shall, at the same time as it makes such determination, furnish Executive with an opinion that he has substantial authority not to report any Excise Tax on his/her federal, state, local income or other tax return.

6. Successors: Binding Agreement.

(i) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company is required to perform it. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle Executive to compensation from the Company in the same amount and on the same terms as Executive would be entitled hereunder if Executive had terminated Executive's employment with Good Reason following a Change in Control, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

(ii) This Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Executive should die while any amount would still be payable to Executive hereunder if Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's devisee, legatee or other designee or, if there is no such designee, to Executive's estate.

7. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid (or its international equivalent)

if to the Company to:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, FL 33928
Attention: Senior Vice President, Chief Human Resource Officer
With a separate duplicate copy of such notice to be provided to the General Counsel of the Company

if to the Executive, to the to the Executive at his or her most recent address as shown on the books and records of the Company or any subsidiary of the Company employing the Executive.

8. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any conditions or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal laws of the State of New Jersey, without regard to its conflict of law provisions. This Agreement is intended to satisfy the requirements of Section 409A of the Code with respect to amounts subject thereto and shall be interpreted and construed and shall be performed by the parties consistent with such intent, and the Company shall have no right to accelerate any payment or the provision of any benefits under this Agreement or to make or provide any such payment or benefits if such payment or provision of such benefits would, as a result, be subject to tax under Section 409A of the Code. All references to sections of the Code shall be deemed also to refer to any successor provisions to such sections and the applicable regulations and guidance thereunder. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state, local or other applicable law. Anything in this Agreement to the contrary notwithstanding, no reimbursement payable to Executive pursuant to any provisions of this Agreement or pursuant to any plan or arrangement of the Company covered by this Agreement shall be paid later than the last day of the calendar year following the calendar year in which the related expense was incurred, and no such reimbursement during any calendar year shall affect the amounts eligible for reimbursement in any other calendar year, except, in each case, to the extent that the right to reimbursement does not provide for a "deferral of compensation" within the meaning of Section 409A of the Code. The obligations of the Company under Sections 4 and 5 shall survive the expiration of the term of this Agreement.

9. Other Arrangements. The severance benefits under this Agreement are not additive or cumulative to severance or termination benefits that Executive might also be entitled to receive under the terms of a written employment agreement, a severance agreement or any other arrangement with the Company. As a condition of the Company entering into this Agreement, Executive expressly agrees that this Agreement supersedes all prior agreements, and sets forth the entire severance benefit to which he or she is entitled while this Agreement remains in effect. The provisions of this Agreement may provide for payments to Executive under certain compensation or bonus plans under circumstances where such plans would not provide for payment thereof. It is the specific intention of the Company that the provisions of this Agreement shall supersede any provisions to the contrary in such plans, to the extent permitted by applicable law, and such plans shall be deemed to have been amended to correspond with this Agreement without further action by the Company or the Board.

10. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Arbitration; Indemnification.

(i) In the event of any dispute under the provisions of this Agreement, other than a dispute in which the primary relief sought is an equitable remedy such as an injunction, the parties shall have the dispute, controversy or claim settled by arbitration in Park Ridge, New Jersey (or such other location as may be mutually agreed upon by the Company and the Executive) in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association, before a single arbitrator selected by agreement of the parties (or, in the absence of such agreement, appointed by the American Arbitration Association). Any award entered by the arbitrator shall be final, binding and nonappealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrator shall have no authority to modify any provision of this Agreement or to award a remedy for a dispute involving this Agreement other than a benefit

specifically provided under or by virtue of this Agreement. Fees of the American Arbitration Association and the arbitrator and any expenses relating to the conduct of the arbitration (including the Company's and Executive's reasonable attorneys' fees and expenses) shall be paid in accordance with Section 4(vi).

(ii) Following any termination of employment of Executive (other than a termination by the Company for Cause), the Company shall indemnify and hold harmless Executive to the fullest extent permitted under the Company's by-laws (as in effect prior to the Change in Control) and applicable law for any claims, costs and expenses arising out of or in connection with Executive's employment with the Company (without regard to when such claim is asserted or issue is raised, so long as it relates to conduct or events that occurred while Executive was employed with the Company) and shall, for a period of not less than six years following a Change in Control, maintain directors' and officers' liability insurance coverage for the benefit of Executive which provides him with coverage, if any, no less favorable than that in effect prior to the Change in Control; provided, that if the Company maintains directors' and officers' liability insurance coverage for other current or former officers or directors of the Company following such six-year period, Executive shall also be provided with such insurance coverage.

13. Confidentiality, Covenant Not to Compete and Not to Solicit

(i) Nondisclosure of Confidential Information. At no time during the term of Executive's employment or at any time following the Executive's Date of Termination, shall Executive, without the prior written consent of the Company, use, divulge, disclose or make accessible to any other person, firm, partnership, corporation or other entity any Confidential Information pertaining to the business of the Company or any of its affiliates, except (i) while employed by the Company, in the business of and for the benefit of the Company, or (ii) when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order Executive to divulge, disclose or make accessible such information. For purposes of this Section 13, "Confidential Information" shall mean any trade secret or other non-public information concerning the financial data, strategic business plans, product development (or other proprietary product data), customer lists, marketing plans and other non-public, proprietary and confidential information of the Company or its affiliates, that, in any case, is not otherwise available to the public (other than by Executive's breach of the terms hereof) or known to persons in the industry generally.

(ii) Non Competition. During the term of Executive's employment and during the 12 month period immediately following the date of any termination of Executive's employment with the Company, Executive shall not directly or indirectly become associated, as an owner, partner, shareholder (other than as a holder of not in excess of 5% of the outstanding voting shares of any publicly traded company), director, officer, manager, employee, agent, consultant or otherwise, with any partnership, corporation or other entity that competes with the car or equipment rental business, and for the customer base, of the Company or any of its subsidiaries. This Section 13(ii) shall not be deemed to restrict Executive's association with any enterprise that conducts unrelated business or that has material operations outside of the geographic area that encompasses the Company's customer base (or where the Company had plans at the Date of Termination to enter) for so long as the Executive's role whether direct or indirect (e.g., supervisory), is solely with respect to such unrelated business or other geographic area (as the case may be).

(iii) Non Solicitation. During the term of Executive's employment and during the 12 month period immediately following the date of any termination of Executive's employment with the Company, Executive shall not directly or indirectly employ or seek to employ, or solicit or contact or cause others to solicit or contact with a view to engage or employ, any person who is or was a managerial level employee of the Company at the time of the Executive's Date of Termination or at any time during the twelve-month period preceding such date. This Section 13(iii) shall not be deemed to be violated solely by (a) placing an advertisement or other general solicitation or (b) serving as a reference.

(iv) Reasonableness. If any provision of this Section 13 shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws. Because Executive's services are unique and because Executive has had access to Confidential Information, the parties hereto agree that money damages will be an inadequate remedy for any breach of this Agreement. In the event of a breach or threatened breach of this Agreement, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, stop making any additional payments hereunder to Executive and apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

14. Amendment and Waiver. The Company may amend this Agreement at any time and from time to time; provided that any amendment that is adverse to the Executive shall be effective only with respect to a Change in Control that occurs one year or more following the date of such amendment. The provisions of this Agreement may be waived only with the prior written consent of the Company and the Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

15. Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement constitutes the entire understanding between the parties with respect to Executive's severance pay in the event of a termination of Executive's employment with the Company, superseding all negotiations, prior discussions and preliminary agreements, written or oral, concerning said severance pay; provided, that any payments or benefits provided in respect of severance, or indemnification for loss of employment, pursuant to any severance, employment or similar agreement between the Company or any of its subsidiaries and Executive, or as required by applicable law outside the United States, shall reduce any payments or benefits provided pursuant to this Agreement, except that the payments or benefits provided pursuant to this Agreement shall not be reduced below zero. Notwithstanding any provision of this Agreement: (i) Executive shall not be required to mitigate the amount of any payment provided by this Agreement by seeking other employment or otherwise, nor (except as provided for in Section 4(iv)(D) above) shall the amount of any payment or benefit provided by this Agreement be reduced by any compensation earned by Executive as the result of employment by another employer or by retirement benefits received after the Date of Termination or otherwise, and (ii) except as otherwise provided in this Agreement, the obligations of the Company to make payments to Executive and to make the arrangements provided for herein are absolute and unconditional and may not be reduced by any circumstances, including without limitation any set-off, counterclaim, recoupment, defense or other right which the Company may have against Executive or any third party at any time.

16. Further Action. The Company shall take any further action necessary or desirable to implement the provisions of this Agreement or perform its obligations hereunder.

HERTZ GLOBAL HOLDINGS, INC.

By: _____
Name:
Title:

By: _____
Executive

Date: _____

Exhibit A

SEPARATION AGREEMENT

and

GENERAL RELEASE OF ALL CLAIMS

This Separation Agreement and General Release of All Claims (the "Agreement") is entered into as of [·] by and among [·] (the "Executive"), Hertz Global Holdings, Inc. and The Hertz Corporation (hereinafter "Hertz" or the "Companies"), duly acting under authority of their officers and directors.

WHEREAS, Hertz Global Holdings, Inc. and the Executive have entered into a Change in Control Severance Agreement, dated as of [·] (the "Severance Agreement");

WHEREAS, Executive's employment with Hertz will end effective as of [·];

WHEREAS, in connection with Executive's separation from employment, Executive is entitled to certain payments and other benefits under the Severance Agreement, so long as Executive executes and does not revoke this Agreement; and

WHEREAS, the parties desire to fully and finally resolve any disputes, claims or controversies that have arisen or may arise with respect to Executive's employment with and subsequent separation from the Companies.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein and in the Severance Agreement, which Executive and the Companies agree constitute good and valuable consideration, receipt of which is acknowledged, the parties stipulate and do mutually agree as follows:

1. In exchange for receiving the payments and benefits described in Sections 4 and 5 of the Severance Agreement, Executive does for himself and his heirs, executors, administrators, successors, and assigns, hereby release, acquit, and forever discharge and hold harmless the Companies and the divisions, subsidiaries and affiliated companies of each of the Companies, the officers, directors, shareholders, employees, benefit and retirement plans (as well as trustees and administrators thereof), agents and heirs of each of the foregoing, and the predecessors, assigns and successors, past and present of each of the foregoing, and any persons, firms or corporations in privity with any of them (collectively, the "Company Released Parties"), of and from any and all actions, causes of action, claims, demands, attorneys' fees, compensation, expenses, promises, covenants, and damages of whatever kind or nature, in law or in equity, which Executive has, had or could have asserted, known or unknown, at common law or under any statute, rule, regulation, order or law, whether federal, state or local, or on any grounds whatsoever from the beginning of the world to the date of Executive's execution of this Agreement, including, without limitation, (1) any and all claims for any additional severance pay, vacation pay, bonus or other compensation; (2) any and all claims of discrimination or harassment based on race, color, national origin, ancestry, religion, marital status, sex, sexual orientation, disability, handicap, age or other unlawful discrimination; any claims arising under Title VII of the Federal Civil Rights Act; the Federal Civil Rights Act of 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the New Jersey Law Against Discrimination; or under any other state, federal, local law or regulation or under the common law; and (3) any and all claims with respect to any event, matter, damage or injury arising out of his employment relationship with any Company Released Party, and/or the separation of such employment relationship, and/or with respect to any other event or matter.

The only exceptions to this Separation Agreement and General Release of All Claims are with respect to retirement benefits which may have accrued and vested as of the date of Executive's employment termination, COBRA rights, enforcement of Executive's rights under this Agreement and the Severance Agreement, and any claims under applicable workers' compensation laws.

Nothing in this Agreement shall be construed to prohibit Executive from filing any future charge or complaint with the U.S. Equal Employment Opportunity Commission (the "EEOC") or participating in any investigation or proceeding conducted by the EEOC, nor shall any provision of this Agreement adversely affect Executive's right to engage in such conduct. Notwithstanding the foregoing, Executive waives the right to obtain any relief from the EEOC or recover any monies or compensation as a result of filing a charge or complaint. In addition to agreeing herein not to bring suit against any

Company Released Party, Executive agrees not to seek damages from any Company Released Party by filing a claim or charge with any state or governmental agency.

2. Executive shall return to the Companies all Company property and Confidential Information (as defined in the Severance Agreement) of any Company Released Party in Executive's possession or control, including without limitation, business reports and records, client reports and records, customer information, personally identifiable information relating to others, business strategies, contracts and proposals, files, a listing of customers or clients, lists of potential customers or clients, technical data, testing or research data, research and development projects, business plans, financial plans, internal memoranda concerning any of the above, and all credit cards, cardkey passes, door and file keys, computer access codes, software, and other physical or personal property which Executive received, had access to or had in his possession, prepared or helped prepare in connection with Executive's employment with any Company Released Party, and Executive shall not make or retain any copies, duplicates, reproductions, or excerpts thereof. Executive acknowledges that in the course of employment with any one or more Company Released Party, Executive has acquired Confidential Information and that such Confidential Information has been disclosed to Executive in confidence and for his use only during and with respect to his employment with one or more of the Company Released Parties.

3. Executive acknowledges and agrees that he has agreed to be bound by the confidentiality provision in the Severance Agreement for 24 months following Executive's separation of employment and the non-competition and non-solicitation covenants in the Severance Agreement for 12 months following Executive's separation of employment.

4. Executive declares and represents that he has not filed or otherwise pursued any charges, complaints, lawsuits or claims of any nature against any Company Released Party arising out of or relating to events occurring prior to the date of this Agreement, with any federal, state or local governmental agency or court with respect to any matter covered by this Agreement. In addition to agreeing herein not to bring suit against any Company Released Party, Executive agrees not to seek damages from any Company Released Party by filing a claim or charge with any state or governmental agency.

5. Executive further declares and represents that no promise, inducement, or agreement not herein expressed has been made to him, that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.

6. Executive understands and agrees that this Agreement shall not be considered an admission of liability or wrongdoing by any party hereto, and each of the parties denies any liability and agrees that nothing in this Agreement can or shall be used by or against either party with respect to claims, defenses or issues in any litigation or proceeding except to enforce rights under the Agreement itself or under the Severance Agreement.

7. Executive understands and agrees that should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said invalid part, term, or provision shall be deemed not a part of this Agreement.

8. Executive acknowledges that he understands that he has the right to consult with an attorney of his choice at his expense to review this Agreement and has been encouraged by the Companies to do so.

9. Executive further acknowledges that he has been provided twenty-one days to consider and accept this Agreement from the date it was first given to him, although Executive may accept it at any time within those twenty-one days.

10. Executive further understands that he has seven days after signing the Agreement to revoke it by delivering to the Senior Vice President, Chief Human Resource Officer, The Hertz Corporation, 225 Brae Boulevard, Park Ridge, New Jersey 07656, written notification of such revocation within the seven day period. If Executive does not revoke the Agreement, the Agreement will become effective and irrevocable by him on the eighth day after he signs it.

11. Executive acknowledges that this Agreement sets forth the entire agreement between the parties with respect to the subject matters hereof and supersedes any and all prior agreements between the parties as to such matters, be they oral or in writing, and may not be changed, modified, or rescinded except in writing signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no force or effect.

12. Executive acknowledges that he has carefully read this Agreement and understands all of its terms, including the full and final release of claims set forth above and enters into it voluntarily.

WITH EXECUTIVE'S SIGNATURE HEREUNDER, EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ALL OF ITS TERMS INCLUDING THE FULL AND FINAL RELEASE OF CLAIMS SET FORTH ABOVE. EXECUTIVE FURTHER ACKNOWLEDGES THAT EXECUTIVE HAS VOLUNTARILY ENTERED INTO THIS AGREEMENT; THAT EXECUTIVE HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR UNWRITTEN, NOT SET FORTH IN THIS AGREEMENT; THAT EXECUTIVE HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY HIS ATTORNEY; AND THAT EXECUTIVE HAS BEEN ENCOURAGED BY THE COMPANIES TO DO SO.

EXECUTIVE ALSO ACKNOWLEDGES THAT EXECUTIVE HAS BEEN AFFORDED 21 DAYS TO CONSIDER THIS AGREEMENT AND THAT EXECUTIVE HAS 7 DAYS AFTER SIGNING THIS AGREEMENT TO REVOKE IT BY DELIVERING TO THE SENIOR VICE PRESIDENT, CHIEF HUMAN RESOURCES OFFICER, AS SET FORTH ABOVE, WRITTEN NOTIFICATION OF EXECUTIVE'S REVOCATION.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

EXECUTIVE

Date:

THE HERTZ CORPORATION

HERTZ GLOBAL HOLDINGS, INC.

By:

Date:

By:

Date:

INDEMNIFICATION AGREEMENT, dated as of _____, 2016, between Hertz Global Holdings, Inc., a Delaware corporation (formerly known as Hertz Rental Car Holding Company, Inc. and referred to herein as the “Company”), and [_____] (“Indemnitee”).

WHEREAS, qualified persons are reluctant to serve corporations as directors or otherwise unless they are provided with broad indemnification and insurance against claims arising out of their service to and activities on behalf of the corporations; and

WHEREAS, the Company has determined that attracting and retaining such persons is in the best interests of the Company’s stockholders and that it is reasonable, prudent and necessary for the Company to indemnify such persons to the fullest extent permitted by applicable law and to provide reasonable assurance regarding insurance;

NOW, THEREFORE, the Company and Indemnitee hereby agree as follows:

1. Defined Terms; Construction.

(a) Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Change in Control” means, and shall be deemed to have occurred if, on or after the date of this Agreement, (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries acting in such capacity, (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of the Company and any new director whose election by the board of directors of the Company or nomination for election by the Company’s stockholders was approved by a vote of at least two thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation that would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 50% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, (iv) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of related transactions) all or substantially all of its assets, or (v) the Company shall file or have filed against it, and such filing shall not be dismissed, any bankruptcy, insolvency or dissolution proceedings, or a trustee, administrator or creditors committee shall be appointed to manage or supervise the affairs of the Company.

“Corporate Status” means the status of a person who is or was a director (or a member of any committee of a board of directors), officer, employee or agent (including without limitation a manager of a limited liability company) of the Company or any of its subsidiaries, or of any predecessor thereof, or is or was serving at the request of the Company as a director (or a member of any committee of a board of directors), officer, employee or agent (including without limitation a manager of a limited liability company) of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, or of any predecessor thereof, including service with respect to an employee benefit plan.

“Determination” means a determination that either (x) there is a reasonable basis for the conclusion that indemnification of Indemnitee is proper in the circumstances because Indemnitee met a particular standard of conduct (a “Favorable Determination”) or (y) there is no reasonable basis for the conclusion that indemnification of Indemnitee is proper in the circumstances because Indemnitee met a particular standard of conduct (an “Adverse Determination”). An Adverse Determination shall include the decision that a Determination was required in connection with indemnification and the decision as to the applicable standard of conduct.

“DGCL” means the General Corporation Law of the State of Delaware, as amended from time to time.

“Expenses” means all attorneys’ fees and expenses, retainers, court, arbitration and mediation costs, transcript costs, fees of experts, bonds, witness fees, costs of collecting and producing documents, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, appealing or otherwise participating in a Proceeding.

“Independent Legal Counsel” means an attorney or firm of attorneys competent to render an opinion under the applicable law, selected in accordance with the provisions of Section 5(e), who has not otherwise performed any services for the Company or any of its subsidiaries or for Indemnitee within the last three years (other than with respect to matters concerning the rights of Indemnitee under this Agreement or of other Indemnitees under indemnity agreements similar to this Agreement).

“Proceeding” means a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including without limitation a claim, demand, discovery request, formal or informal investigation, inquiry, administrative hearing, arbitration or other form of alternative dispute resolution, including an appeal from any of the foregoing.

“Voting Securities” means any securities of the Company that vote generally in the election of directors.

(b) Construction. For purposes of this Agreement,

(i) References to the Company and any of its “subsidiaries” shall include any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise that before or after the date of this Agreement is party to a merger or consolidation with the Company or any such subsidiary or that is a successor to the Company as contemplated by Section 8(d) (whether or not such successor has executed and delivered the written agreement contemplated by Section 8(d)).

(ii) References to “fines” shall include any excise taxes assessed on Indemnitee with respect to an employee benefit plan.

(iii) References to a “witness” in connection with a Proceeding shall include any interviewee or person called upon to produce documents in connection with such Proceeding.

2. Agreement to Serve.

Indemnitee agrees to serve as a director of the Company or one or more of its subsidiaries and in such other capacities as Indemnitee may serve at the request of the Company from time to time, and by its execution of this Agreement the Company confirms its request that Indemnitee serve as a director and in such other capacities. Indemnitee shall be entitled to resign or otherwise terminate such service with immediate effect at any time, and neither such resignation or termination nor the length of such service shall affect Indemnitee’s rights under this Agreement. This Agreement shall not constitute an employment agreement, supersede any employment agreement to which Indemnitee is a party or create any right of Indemnitee to continued employment or appointment.

3. Indemnification.

(a) General Indemnification. The Company shall indemnify Indemnitee, to the fullest extent permitted by applicable law in effect on the date hereof or as amended to increase the scope of permitted indemnification, against Expenses, losses, liabilities, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges in connection therewith) incurred by Indemnitee or on Indemnitee’s behalf in connection with any Proceeding in any way connected with, resulting from or relating to Indemnitee’s Corporate Status.

(b) Additional Indemnification Regarding Expenses. Without limiting the foregoing, in the event any Proceeding is initiated by Indemnitee or the Company or any of its subsidiaries to enforce or interpret this Agreement or any rights of Indemnitee to indemnification or advancement of Expenses (or related obligations of Indemnitee) under the Company’s or any such subsidiary’s certificate of incorporation or bylaws, any other agreement to which Indemnitee and the Company or any of its subsidiaries are party, any vote of stockholders or directors of the Company or any of its subsidiaries, the DGCL, any other applicable law or any liability insurance policy, the Company shall indemnify Indemnitee against all Expenses incurred by Indemnitee or on Indemnitee’s behalf in connection with such Proceeding, whether or not Indemnitee is successful in such Proceeding, except to the extent that the court presiding over such Proceeding determines that material assertions made by Indemnitee in such Proceeding were in bad faith or were frivolous.

(c) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Expenses, losses, liabilities, judgments, fines, penalties and amounts paid in settlement incurred by Indemnitee, but not for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for such portion.

(d) Other Rights to Indemnification. The indemnification and advancement of expenses (including attorneys’ fees) and costs provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may now or in the future be entitled under the Company’s certificate of incorporation or bylaws, any agreement, any vote of stockholders or directors, the DGCL, any other applicable law or any liability insurance policy; provided that (i) to the extent that Indemnitee is entitled to be indemnified by the Company and by any shareholder of the Company or any affiliate (other than the Company and its subsidiaries) of any such shareholder or any insurer under a policy procured by any such shareholder or affiliate, the obligations of the Company hereunder shall be primary and the obligations of such shareholder, affiliate or insurer secondary, and (ii) the Company shall not be entitled to contribution or indemnification from or subrogation against such shareholder, affiliate or insurer.

(e) Exceptions. Any other provision herein to the contrary notwithstanding, the Company shall not be obligated under the Agreement to indemnify Indemnitee:

(i) For Expenses incurred in connection with Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense, counterclaim or crossclaim, except (x) as contemplated by Section 3(b), (y) in specific cases if the board of directors of the Company has approved the initiation or bringing of such Proceeding, and (z) as may be required by law.

(ii) For any profits arising from the purchase and sale by the Indemnitee of securities within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute that the Company is entitled thereunder to recover from Indemnitee.

(f) Subrogation. Except as set forth in Section 3(d)(ii) of this Agreement, in the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute such documents and do such acts as the Company may reasonably request to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

4. Advancement of Expenses.

The Company shall pay all Expenses incurred by Indemnitee in connection with any Proceeding in any way connected with, resulting from or relating to Indemnitee's Corporate Status, other than a Proceeding initiated by Indemnitee for which the Company would not be obligated to indemnify Indemnitee pursuant to Section 3(e)(i), in advance of the final disposition of such Proceeding and without regard to whether Indemnitee will ultimately be entitled to be indemnified for such Expenses and without regard to whether an Adverse Determination has been made, except as contemplated by the last sentence of Section 5(f). Indemnitee shall repay such amounts advanced if and to the extent that it shall ultimately be determined in a decision by a court of competent jurisdiction from which no appeal can be taken that Indemnitee is not entitled to be indemnified by the Company for such Expenses. Such repayment obligation shall be unsecured and shall not bear interest.

5. Indemnification Procedure.

(a) Notice of Proceeding; Cooperation. Indemnitee shall give the Company notice in writing as soon as practicable of any Proceeding for which indemnification will or could be sought under this Agreement, provided that any failure or delay in giving such notice shall not relieve the Company of its obligations under this Agreement unless and to the extent that (i) none of the Company and its subsidiaries are party to or aware of such Proceeding and (ii) the Company is materially prejudiced by such failure.

(b) Settlement. The Company will not, without the prior written consent of Indemnitee, which may be provided or withheld in Indemnitee's sole discretion, effect any settlement of any Proceeding against Indemnitee or which could have been brought against Indemnitee unless such settlement solely involves the payment of money by persons other than Indemnitee and includes an unconditional release of Indemnitee from all liability on any matters that are the subject of such Proceeding and an acknowledgment that Indemnitee denies all wrongdoing in connection with such matters. The Company shall not be obligated to indemnify Indemnitee against amounts paid in settlement of a Proceeding against Indemnitee if such settlement is effected by Indemnitee without the Company's prior written consent, which shall not be unreasonably withheld.

(c) Request for Payment; Timing of Payment. To obtain indemnification payments or advances under this Agreement, Indemnitee shall submit to the Company a written request therefor, together with such invoices or other supporting information as may be reasonably requested by the Company and reasonably available to Indemnitee. The Company shall make indemnification payments to Indemnitee no later than 30 days, and advances to Indemnitee no later than five business days, after receipt of the written request of Indemnitee.

(d) Determination. The Company intends that Indemnitee shall be indemnified to the fullest extent permitted by law as provided in Section 3 and that no Determination shall be required in connection with such indemnification. In no event shall a Determination be required in connection with advancement of Expenses pursuant to Section 4 or in connection with indemnification for Expenses incurred as a witness or incurred in connection with any Proceeding or portion thereof with respect to which Indemnitee has been successful on the merits or otherwise. Any decision that a Determination is required by law in connection with any other indemnification of Indemnitee, and any such Determination, shall be made within 30 days after receipt of Indemnitee's written request for indemnification, as follows:

(i) If no Change in Control has occurred, (w) by a majority vote of the directors of the Company who are not parties to such Proceeding, even though less than a quorum, with the advice of Independent Legal Counsel, or (x) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, with the advice of Independent

Legal Counsel, or (y) if there are no such directors, or if such directors so direct, by Independent Legal Counsel in a written opinion to the Company and Indemnitee, or (z) by the stockholders of the Company.

(ii) If a Change in Control has occurred, by Independent Legal Counsel in a written opinion to the Company and Indemnitee.

The Company shall pay all Expenses incurred by Indemnitee in connection with a Determination.

(e) Independent Legal Counsel. If there has not been a Change in Control, Independent Legal Counsel shall be selected by the board of directors of the Company and approved by Indemnitee (which approval shall not be unreasonably withheld or delayed). If there has been a Change in Control, Independent Legal Counsel shall be selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld or delayed). The Company shall pay the fees and expenses of Independent Legal Counsel and indemnify Independent Legal Counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to its engagement.

(f) Consequences of Determination; Remedies of Indemnitee. The Company shall be bound by and shall have no right to challenge a Favorable Determination. If an Adverse Determination is made, or if for any other reason the Company does not make timely indemnification payments or advances of Expenses, Indemnitee shall have the right to commence a Proceeding before a court of competent jurisdiction to challenge such Adverse Determination and/or to require the Company to make such payments or advances. Indemnitee shall be entitled to be indemnified for all Expenses incurred in connection with such a Proceeding in accordance with Section 3(b) and to have such Expenses advanced by the Company in accordance with Section 4. If Indemnitee fails to challenge an Adverse Determination, or if Indemnitee challenges an Adverse Determination and such Adverse Determination has been upheld (including, if applicable, by reason of such challenge having been untimely) by a final judgment of a court of competent jurisdiction from which no appeal can be taken, then, to the extent and only to the extent required by such Adverse Determination or final judgment, the Company shall not be obligated to indemnify or advance Expenses to Indemnitee under this Agreement.

(g) Presumptions; Burden and Standard of Proof. In connection with any Determination, or any review of any Determination, by any person, including a court:

(i) It shall be a presumption that a Determination is not required.

(ii) It shall be a presumption that Indemnitee has met the applicable standard of conduct and that indemnification of Indemnitee is proper in the circumstances.

(iii) The burden of proof shall be on the Company to overcome the presumptions set forth in the preceding clauses (i) and (ii), and each such presumption shall be overcome only if the Company establishes that there is no reasonable basis to support it.

(iv) The termination of any Proceeding by judgment, order, finding, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that indemnification is not proper or that Indemnitee did not meet the applicable standard of conduct or that a court has determined that indemnification is not permitted by this Agreement or otherwise.

(v) Neither the failure of any person or persons to have made a Determination nor an Adverse Determination by any person or persons shall be a defense to Indemnitee's claim or create a presumption that Indemnitee did not meet the applicable standard of conduct, and any Proceeding commenced by Indemnitee pursuant to Section 5(f) shall be *de novo* with respect to all determinations of fact and law.

6. Directors and Officers Liability Insurance

(a) Maintenance of Insurance. For the duration of Indemnitee's service as a director and/or officer of the Company, and thereafter for so long as Indemnitee shall be subject to any pending or possible Proceeding indemnifiable hereunder, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to cause to be maintained in effect policies of directors' and officers' liability insurance providing coverage for Indemnitee of the Company that is at least substantially comparable in scope and amount to that provided by the Company's current policies of directors' and officers' liability insurance. Upon request, the Company shall provide Indemnitee with a copy of all directors' and officers' liability insurance applications, binders, policies, declarations, endorsements and other related materials, and will notify Indemnitee of any material changes that have been made to such documents. In all policies of directors' and officers' liability insurance obtained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits, subject to the same limitations, as are accorded to the directors and officers of the Company most favorably insured by such policy.

(b) Notice to Insurers. Upon receipt of notice of a Proceeding pursuant to Section 5(a), the Company shall give or cause to be given prompt notice of such Proceeding to all insurers providing liability insurance in accordance with the procedures set forth in all applicable or potentially applicable policies. The Company shall thereafter take all necessary action to cause such insurers to pay all amounts payable in accordance with the terms of such policies.

7. Exculpation, etc.

(a) Limitation of Liability. Indemnitee shall not be personally liable to the Company or any of its subsidiaries or to the stockholders of the Company or any such subsidiary for monetary damages for breach of fiduciary duty as a director of the Company or any such subsidiary; provided, however, that the foregoing shall not eliminate or limit the liability of the Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or such subsidiary or the stockholders thereof; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) under Section 174 of the DGCL or any similar provision of other applicable corporations law; or (iv) for any transaction from which the Indemnitee derived an improper personal benefit. If the DGCL or such other applicable law shall be amended to permit further elimination or limitation of the personal liability of directors, then the liability of the Indemnitee shall, automatically, without any further action, be eliminated or limited to the fullest extent permitted by the DGCL or such other applicable law as so amended.

(b) Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company or any of its subsidiaries against Indemnitee or Indemnitee's estate, spouses, heirs, executors, personal or legal representatives, administrators or assigns after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period, provided that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

8. Miscellaneous

(a) Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

(b) Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, (ii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (iii) on the third business day following the date of mailing if delivered by domestic registered or certified mail, properly addressed, or on the fifth business day following the date of mailing if sent by airmail from a country outside of North America, to Indemnitee as shown on the signature page of this Agreement, to the Company at the address shown on the signature page of this Agreement, or in either case as subsequently modified by written notice.

(c) Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

(d) Successors and Assigns. This Agreement shall be binding upon the Company and its respective successors and assigns, including without limitation any acquiror of all or substantially all of the Company's assets or business and any survivor of any merger or consolidation to which the Company is party, and shall inure to the benefit of the Indemnitee and the Indemnitee's estate, spouses, heirs, executors, personal or legal representatives, administrators and assigns. The Company shall require and cause any such successor, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement as if it were named as the Company herein, and the Company shall not permit any such purchase of assets or business, acquisition of securities or merger or consolidation to occur until such written agreement has been executed and delivered. No such assumption and agreement shall relieve the Company of any of its obligations hereunder, and this Agreement shall not otherwise be assignable by the Company.

(e) Choice of Law; Consent to Jurisdiction. This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Delaware, as applied to contracts between Delaware residents entered into and to be performed entirely within Delaware, without regard to the conflict of law principles thereof. The Company and Indemnitee each hereby irrevocably

consents to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any Proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the state courts of the State of Delaware.

(f) Integration and Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto, provided that the provisions hereof shall not supersede the provisions of the Company's respective certificates of incorporation or bylaws, any agreement, any vote of stockholders or directors, the DGCL or other applicable law, to the extent any such provisions shall be more favorable to Indemnitee than the provisions hereof.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

(h) Effectiveness. Without limiting anything in this agreement, the indemnification and other rights provided to the Indemnitee pursuant to this Agreement shall apply to all acts or omissions of the Indemnitee from and after the time that the Indemnitee's Corporate Status first commenced.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HERTZ GLOBAL HOLDINGS, INC.

By: _____
Name:
Title:

Address: 8501 Williams Road

Estero, FL 33928

AGREED TO AND ACCEPTED:

[Name]

Address: _____

TAX MATTERS AGREEMENT

by and among

Herc Holdings Inc.,

The Hertz Corporation,

Herc Rentals Inc.

and

Hertz Global Holdings, Inc.

Dated as of , 2016

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TAX MATTERS AGREEMENT

THIS TAX MATTERS AGREEMENT (this "Agreement"), dated as of , 2016, is by and between Herc Holdings Inc. (f/k/a Hertz Global Holdings, Inc.), a Delaware corporation ("HERC Parent"), The Hertz Corporation, a Delaware corporation ("THC"), Herc Rentals Inc. (f/k/a Hertz Equipment Rental Corporation), a Delaware corporation ("HERC") and Hertz Global Holdings, Inc. (f/k/a Hertz Rental Car Holding Company, Inc.), a Delaware corporation ("RAC Parent"). Each of HERC Parent, THC, HERC and RAC Parent is sometimes referred to herein as a "Party" and, collectively, as the "Parties."

WHEREAS, HERC Parent, through its various subsidiaries, is engaged in the Car Rental Business (as defined below) and the Equipment Rental Business (as defined below);

WHEREAS, the board of directors of HERC Parent has determined that it is in the best interests of HERC Parent, its shareholders and RAC Parent to create a separate publicly-traded company that will operate the Car Rental Business;

WHEREAS, HERC Parent and RAC Parent have entered into the Distribution Agreement, pursuant to which (i) HERC Parent and its subsidiaries will undertake certain internal restructuring transactions, (ii) HERC Parent will contribute certain entities conducting the Car Rental Business to RAC Parent and (iii) all of the stock of RAC Parent will be distributed by HERC Parent to its stockholders on a pro rata basis (the "Distribution");

WHEREAS, prior to consummation of the Distribution, HERC Parent was the common parent corporation of an affiliated group of corporations within the meaning of Section 1504 of the Code of which each of THC, HERC and RAC Parent was a member;

WHEREAS, the Parties intend that, for federal income Tax purposes, each of the Spin-Offs will qualify as tax-free to HERC Parent and its subsidiaries, RAC Parent and HERC Parent's stockholders pursuant to Sections 355 and (to the extent applicable) 368 and related provisions of the Code; and

WHEREAS, the Parties wish to (a) provide for the payment of Tax liabilities and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes, and (b) set forth certain covenants and indemnities relating to the preservation of the tax-free status of the Spin-Offs.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, covenants and provisions of this Agreement, each of the Parties mutually covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.01 General. As used in this Agreement, the following terms shall have the following meanings:

“Accounting Firm” has the meaning set forth in Section 5.01.

“Affiliate” has the meaning set forth in the Distribution Agreement.

“Affiliated Group” means an affiliated group of corporations, within the meaning of Section 1504(a) of the Code, including the common parent corporation, and any member of such group.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Ancillary Agreements” has the meaning set forth in the Distribution Agreement.

“Car Rental Business” has the meaning set forth in the Distribution Agreement.

“Closing Date” means the date on which the Distribution occurs.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Consolidated Taxes” means (i) United States federal income Taxes and (ii) any other income Taxes determined on a consolidated, combined, unitary or similar basis.

“Counsel” means Debevoise & Plimpton LLP.

“Disqualifying Action” means a HERC Parent Disqualifying Action or a RAC Parent Disqualifying Action.

“Distribution” has the meaning set forth in the recitals to this Agreement.

“Distribution Agreement” means the Separation and Distribution Agreement by and between RAC Parent and HERC Parent dated as of [], 2016.

“Due Date” means (i) with respect to a Tax Return, the date (taking into account all valid extensions) on which such Tax Return is required to be filed under applicable

Law and (ii) with respect to a payment of Taxes, the date on which such payment is required to be made to avoid the incurrence of interest, penalties and/or additions to Tax.

“Effective Time” means the time at which the Distribution is effective pursuant to the Distribution Agreement.

“Employee Matters Agreement” means the Employee Matters Agreement by and between RAC Parent and HERC Parent dated as of [], 2016.

“Equipment Rental Business” has the meaning set forth in the Distribution Agreement.

“Extraordinary Transaction” shall mean any action that is not in the ordinary course of business, but shall not include any action that is undertaken pursuant to the Spin-Offs.

“Fifty-Percent or Greater Interest” has the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code.

“Final Determination” means the final resolution of liability for any Tax for any taxable period, by or as a result of (i) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed; (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under the Laws of other jurisdictions, that resolves the entire Tax liability for any taxable period; (iii) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered by the jurisdiction imposing the Tax; or (iv) any other final resolution, including by reason of the expiration of the applicable statute of limitations or the execution of a pre-filing agreement with the IRS or other Taxing Authority.

“HERC” has the meaning set forth in the preamble to this Agreement.

“HERC Parent” has the meaning set forth in the preamble to this Agreement.

“HERC Parent Consolidated Group” means the Affiliated Group of which HERC Parent is the common parent corporation.

“HERC Parent Consolidated Return” shall mean any Tax Return filed by HERC Parent or any HERC Subsidiary as the common parent in respect of Consolidated Taxes.

“HERC Parent Disqualifying Action” means (i) any action (or the failure to take any action) within its control by HERC Parent or any HERC Subsidiary (including

entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions) that, (ii) any event (or series of events) involving the capital stock of HERC Parent, any assets of HERC Parent or any assets of any HERC Subsidiary that, or (iii) any breach by HERC Parent or any HERC Subsidiary of any representation, warranty or covenant made by them in this Agreement that, in each case, would negate the Tax-Free Status of the Transactions; provided, however, the term “HERC Parent Disqualifying Action” shall not include any action described in the Distribution Agreement or any Ancillary Agreement or that is undertaken pursuant to the Spin-Offs.

“HERC Parent Group” means, individually or collectively, as the case may be, HERC Parent and any HERC Parent Subsidiary.

“HERC Parent Proposed Acquisition Transaction” means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by HERC Parent management or shareholders, is a hostile acquisition, or otherwise, as a result of which HERC Parent would merge or consolidate with any other Person or as a result of which one or more Persons would (directly or indirectly) acquire, or have the right to acquire, from HERC Parent and/or one or more holders of outstanding shares of HERC Parent capital stock, as the case may be, a number of shares of HERC Parent capital stock that would, when combined with any other changes in ownership of HERC Parent capital stock pertinent for purposes of Section 355(e) of the Code, compose 40% or more of (A) the value of all outstanding shares of stock of HERC Parent as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (B) the total combined voting power of all outstanding shares of voting stock of HERC Parent as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a HERC Parent Proposed Acquisition Transaction shall not include (A) the adoption by HERC Parent of a shareholder rights plan or any modification thereof or (B) issuances by HERC Parent that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person’s performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d). This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

“HERC Parties” means HERC Parent and HERC.

“HERC Subsidiary” means any Subsidiary of HERC Parent immediately after the Effective Time.

“Indemnifying Party” means the Party from which the other Party is entitled to seek indemnification pursuant to the provisions of Section 2.01.

“Indemnified Party” means the Party that is entitled to seek indemnification from the other Party pursuant to the provisions of Section 2.01.

“Internal Reorganization” has the meaning set forth in the Distribution Agreement.

“IRS” means the U.S. Internal Revenue Service or any successor thereto, including its agents, representatives and attorneys.

“IRS Ruling” means the federal income tax ruling, and any supplements thereto, issued to HERC Parent by the IRS in connection with the Spin-Offs.

“Law” means any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, administrative pronouncement, order, requirement or rule of law (including common law).

“Notified Action” has the meaning set forth in Section 3.03(a).

“Opinions” means the opinions of Counsel and of KPMG, LLP with respect to certain Tax aspects of the Spin-Offs.

“Party” has the meaning set forth in the preamble to this Agreement.

“Person” has the meaning set forth in the Distribution Agreement.

“Post-Closing Period” means any taxable period (or portion thereof) beginning after the Closing Date.

“Pre-Closing Period” means any taxable period (or portion thereof) ending on or before the Closing Date.

“Pre-Closing Payment Amount” has the meaning set forth in Section 2.02(a).

“Proposed Acquisition Transaction” means a HERC Parent Proposed Acquisition Transaction or a RAC Parent Proposed Acquisition Transaction.

“Restriction Period” has the meaning set forth in Section 3.02(b).

“SAG” has the meaning ascribed to the term “separate affiliated group” in Section 355(b)(3)(B) of the Code.

“RAC Parent” has the meaning set forth in the preamble to this Agreement.

“RAC Parent Disqualifying Action” means (i) any action (or the failure to take any action) within its control by RAC Parent or any RAC Subsidiary (including entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions) that, (ii) any event (or series of events) involving the capital stock of RAC Parent, any assets of RAC Parent or any assets of any RAC Subsidiary that, or (iii) any breach by RAC Parent or any RAC Subsidiary of any representation, warranty or covenant made by them in this Agreement that, in each case, would negate the Tax-Free Status of the Transactions; provided, however, the term “RAC Parent Disqualifying Action” shall not include any action described in the Distribution Agreement or any Ancillary Agreement or that is undertaken pursuant to the Spin-Offs.

“RAC Parent Group” means, individually or collectively, as the case may be, RAC Parent and any RAC Subsidiary.

“RAC Parent Proposed Acquisition Transaction” means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by RAC Parent management or shareholders, is a hostile acquisition, or otherwise, as a result of which RAC Parent would merge or consolidate with any other Person or as a result of which one or more Persons would (directly or indirectly) acquire, or have the right to acquire, from RAC Parent and/or one or more holders of outstanding shares of RAC Parent capital stock, as the case may be, a number of shares of RAC Parent capital stock that would, when combined with any other changes in ownership of RAC Parent capital stock pertinent for purposes of Section 355(e) of the Code, compose 40% or more of (A) the value of all outstanding shares of stock of RAC Parent as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (B) the total combined voting power of all outstanding shares of voting stock of RAC Parent as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a RAC Parent Proposed Acquisition Transaction shall not include (A) the adoption by RAC Parent of a shareholder rights plan or any modification thereof or (B) issuances by RAC Parent that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person’s performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d). This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any

clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

“RAC Parties” means RAC Parent and THC.

“RAC Subsidiary” means any Subsidiary of RAC Parent immediately after the Effective Time.

“Section 3.02(d) Acquisition Transaction” means any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definitions of HERC Parent Proposed Acquisition Transaction and RAC Parent Proposed Acquisition Transaction were 25% instead of 40%.

“Spin-Offs” means the First Internal Spin-Off and the Second Internal Spin-Off (as each of such terms are used with respect to the Internal Reorganization) and the Distribution.

“Standalone Taxes” means Taxes other than Consolidated Taxes.

“Subsidiary” has the meaning set forth in the Distribution Agreement.

“Tax” means (i) all taxes, charges, fees, duties, levies, imposts, or other similar assessments, imposed by any U.S. federal, state or local or foreign governmental authority, including income, gross receipts, excise, property, sales, use, license, capital stock, transfer, franchise, payroll, withholding, social security, value added and other taxes of any kind whatsoever, (ii) any interest, penalties or additions attributable thereto and (iii) all liabilities in respect of any items described in clause (i) or (ii) payable by reason of assumption, transferee or successor liability, operation of Law or Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law).

“Tax-Free Status of the Transactions” means the tax-free treatment accorded to the Spin-Offs as set forth in the IRS Ruling and the Opinions.

“Taxing Authority” means any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

“Tax Item” shall mean any item of income, gain, loss, deduction, expense or credit, or other attribute that may have the effect of increasing or decreasing any Tax.

“Tax Materials” has the meaning set forth in Section 3.01(a).

“Tax Matter” has the meaning set forth in Section 4.01.

“Tax Notice” has the meaning set forth in Section 2.06(a).

“Tax Return” means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) supplied or required to be supplied to, or filed with, a Taxing Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax and any amended Tax return or claim for refund.

“THC” has the meaning set forth in the preamble to this Agreement.

“Transaction Taxes” shall mean (i) any Tax resulting from any income or gain recognized by HERC Parent, RAC Parent or their Affiliates as a result of any of the Spin-Offs failing to qualify for tax-free treatment under Sections 355 and 368 and related provisions of the Code or corresponding provisions of other applicable Tax Laws and (ii) any Tax resulting from any income or gain recognized by HERC Parent or its Affiliates under Treasury Regulation Section 1.1502-13 or 1.1502-19 (or any corresponding provisions of other applicable Tax Laws) as a result of any of the Spin-Offs.

“Transfer Taxes” means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp or similar Taxes imposed on any of the transactions contemplated by the Distribution Agreement that are effective at or before the Effective Time and not, for the avoidance of doubt, any Taxes incurred as a result of any changes to the legal entities of the members of the HERC Parent Group or the operation of the Equipment Rental Business following the Effective Time.

“Transition Services Agreement” means the Transition Services Agreement by and between RAC Parent and HERC Parent dated as of [], 2016.

“Treasury Regulations” means the final and temporary (but not proposed) income Tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unqualified Tax Opinion” means a “will” opinion, without substantive qualifications, of a nationally-recognized law firm to the effect that a transaction will not affect the Tax-Free Status of the Transactions.

“U.S.” means the United States of America.

Section 1.02 Additional Definitions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Distribution Agreement.

ARTICLE II

ALLOCATION, PAYMENT AND INDEMNIFICATION

Section 2.01 Responsibility for Taxes; Indemnification.

(a) The HERC Parties shall indemnify and hold harmless the RAC Parent Group for all Tax liabilities (and any loss, cost, damage or expense, including reasonable attorneys' fees and costs, incurred in connection therewith) attributable to (i) any Taxes of HERC Parent or any member of the HERC Parent Consolidated Group imposed upon the RAC Parent Group by reason of the RAC Parent Group being severally liable for such Taxes pursuant to Treasury Regulation Section 1.1502-6 or any analogous provision of state or local Law, except to the extent attributable to Taxes for which any member of the RAC Parent Group is responsible under this Agreement; (ii) HERC Parent's portion of any Transaction Taxes determined pursuant to Section 2.03; (iii) HERC Parent's portion of any Transfer Taxes determined pursuant to Section 2.05; (iv) any Taxes of the RAC Parent Group resulting from the breach of any obligation or covenant of HERC Parent under this Agreement; (v) any Taxes of the HERC Parent Group for any Post-Closing Period; and (vi) any Standalone Taxes of HERC Parent or any HERC Subsidiary for any Tax period.

(b) The RAC Parties shall indemnify and hold harmless the HERC Parent Group for all Tax liabilities (and any loss, cost, damage or expense, including reasonable attorneys' fees and costs, incurred in connection therewith) attributable to (i) any Taxes of the RAC Parent Group for any Post-Closing Period other than Taxes described in Section 2.01(a); (ii) any Consolidated Taxes of the RAC Parent Group (applying the principles of the last sentence of Section 2.02(a)) for any Pre-Closing Period in excess of the Pre-Closing Payment Amount (as adjusted under Section 2.02(b)); (iii) any Taxes of the HERC Parent Group resulting from the breach of any obligation or covenant of RAC Parent under this Agreement; (iv) RAC Parent's portion of any Transaction Taxes determined pursuant to Section 2.03; (v) RAC Parent's portion of any Transfer Taxes determined pursuant to Section 2.05; and (vi) any Standalone Taxes of RAC or any RAC Subsidiary for any Tax period.

(c) For the avoidance of doubt, any Tax liability calculated pursuant to this Section 2.01, Section 2.02 or Section 2.03 shall be determined after the utilization of any net operating loss, capital loss or similar Tax attribute, and the Parties agree that no loss or diminution of any such Tax attribute shall be compensated hereunder. If the Indemnifying Party is required to indemnify the Indemnified Party pursuant to this

Section 2.01, the Indemnified Party shall submit its calculations of the amount required to be paid pursuant to this Section 2.01, showing such calculations in reasonable detail and supplying supporting documentation. Subject to the following sentence, the Indemnifying Party shall pay to the Indemnified Party, no later than thirty (30) days after the Indemnifying Party receives the Indemnified Party's calculations, the amount that the Indemnifying Party is required to pay the Indemnified Party under this Section 2.01. If the Indemnifying Party disagrees with such calculations, it shall notify the Indemnified Party of its disagreement and set forth the basis for such disagreement in writing within ten (10) business days of receiving such calculations.

(d) For purposes of this Agreement, any liability for Taxes attributable to a taxable period that begins before and ends after the Closing Date shall be apportioned between the portion of such period ending on the Closing Date and the portion beginning on the day after the Closing Date (i) in the case of real and personal property Taxes, by apportioning such Taxes on a per diem basis and (ii) in the case of all other Taxes, on the basis of a closing of the books as of the close of business on the Closing Date, provided that exemptions, allowances or deductions that are calculated on an annual basis shall be apportioned on a per diem basis.

(e) All indemnity payments pursuant to this Section 2.01 shall be treated as relating to periods ending on or prior to the Effective Time and shall be treated for all tax purposes as (i) a contribution of cash to RAC Parent pursuant to the Distribution Agreement or (ii) a reduction to the cash deemed to be contributed pursuant to clause (i), or to the extent the aggregate net indemnity payments to the HERC Parent Group and its Affiliates would exceed the amount of such deemed contributed cash, as a distribution with respect to stock of RAC Parent.

Section 2.02 2016 Consolidated Tax Payments.

(a) On or prior to the Closing Date, HERC Parent shall, in good faith, estimate the Tax liability, if any, of the RAC Parent Group for Consolidated Taxes for which HERC Parent or any HERC Subsidiary is liable as the common parent, in each case for the taxable year ending on the Closing Date, and if any such liability is estimated, then the RAC Parent Group shall pay to HERC Parent an amount equal to the excess of such estimated liability over all amounts previously paid to HERC Parent by any members of the RAC Parent Group or paid to RAC Parent pursuant to any assignment of such payment by HERC Parent to RAC Parent for Consolidated Taxes for such taxable year (the amount of such payment, together with the amounts of such prior payments and assignments, the "Pre-Closing Payment Amount"). Such Tax liability shall be computed solely by reference to the members of the RAC Parent Group that are members of the HERC Parent Consolidated Group prior to the Closing Date, and shall be determined as though such members filed on a consolidated basis with RAC Parent as the

common parent, taking into account the utilization of any net operating loss carryforward or other tax attribute of the RAC Parent Group determined as though such members had always filed on such basis. Notwithstanding the preceding sentence, in the case of any state or local Consolidated Taxes, such Tax liability shall be computed by multiplying the income or loss determined by reference to the members of the RAC Parent Group that are members of the HERC Parent Consolidated Group prior to the Closing Date by the apportionment or allocation factors (e.g., property, payroll, sales or similar factors) as reflected on the Tax Return for such Consolidated Tax for the relevant Tax period.

(b) Following the filing of the HERC Parent Consolidated Returns for the taxable year including the Closing Date, HERC Parent shall calculate the Tax liability, if any, of the RAC Parent Group for Consolidated Taxes for such taxable year as reflected in such HERC Parent Consolidated Returns, and the RAC Parent Group shall pay to HERC Parent an amount equal to the difference between (x) the amount of such Liability and (y) the Pre-Closing Payment Amount, or if such difference is a negative number, HERC Parent shall pay, or cause to be paid, to RAC Parent an amount equal to such difference. Such Tax liability shall be computed in the same manner as the estimated Tax liability determined under Section 2.02(a).

(c) HERC Parent shall prepare and deliver to RAC Parent a schedule showing in reasonable detail HERC Parent's calculation of any amount payable by HERC Parent to RAC Parent pursuant to Section 2.02(b) or any amount payable by RAC Parent to HERC Parent pursuant to Section 2.02(a) or (b), as the case may be, and, subject to Section 5.01, RAC Parent shall pay to HERC Parent, or HERC Parent shall pay to RAC Parent, as applicable, the amount shown on such schedule no later than thirty (30) days following the delivery of such schedule by HERC Parent to RAC Parent.

Section 2.03 Transaction Taxes. Any Transaction Taxes attributable to a HERC Parent Disqualifying Action (but not any RAC Parent Disqualifying Action) shall be borne 100% by HERC Parent. Any Transaction Taxes attributable to a RAC Parent Disqualifying Action (but not any HERC Parent Disqualifying Action) shall be borne 100% by RAC Parent. Any Transaction Taxes (i) not attributable to any Disqualifying Action or (ii) attributable to both a HERC Parent Disqualifying Action and a RAC Parent Disqualifying Action shall be borne by HERC Parent and by RAC Parent in proportion to the relative fair market values of the stock of HERC Parent and of RAC Parent, based upon the 10-day volume-weighted average trading price (beginning with the trading day immediately following the Closing Date) of the stock of HERC Parent and RAC Parent. THC may make payments to RAC Parent in respect of any Transaction Taxes imposed on RAC Parent that are borne by RAC Parent pursuant to this Agreement, and HERC may make payments to HERC Parent in respect of any Transaction Taxes imposed on HERC Parent that are borne by HERC Parent pursuant to this Agreement.

Section 2.04 Preparation of Tax Returns.

(a) Subject to the Transition Services Agreement, HERC Parent shall prepare and timely file (taking into account applicable extensions) all HERC Parent Consolidated Returns, and shall pay all Taxes (subject to any indemnification rights it may have against RAC Parent). HERC Parent shall provide copies of all HERC Parent Consolidated Returns for Pre-Closing Periods to RAC Parent for RAC Parent's review and comment not less than 30 days prior to the due date for filing such HERC Parent Consolidated Returns (taking into account extensions). If HERC Parent and RAC Parent cannot reach agreement on any item with respect to such HERC Parent Consolidated Returns, such disagreement shall be resolved in accordance with Section 5.01. Each of HERC Parent and RAC Parent shall be responsible for filing Tax Returns of the members of the HERC Parent Group and of the RAC Parent Group, respectively, in respect of Standalone Taxes.

(b) Unless otherwise required by a Taxing Authority, the Parties agree to prepare and file all Tax Returns, and to take all other actions, in a manner consistent with this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, for all Tax purposes, the Parties shall report any Extraordinary Transactions that are caused or permitted by RAC Parent or any RAC Subsidiary on the Closing Date after the completion of the Distribution as occurring on the day after the Closing Date pursuant to Treasury Regulation Section 1.1502-76(b)(1)(ii)(B) or any similar or analogous provision of state, local or foreign Law. HERC Parent shall not make a ratable allocation election pursuant to Treasury Regulation Section 1.1502-76(b)(2)(ii)(D) or any similar or analogous provision of state, local or foreign Law.

(d) RAC Parent shall make all decisions regarding any election (including a protective election) under Section 336(e) of the Code (and any corresponding provision under state or local tax law) with respect to the Spin-Offs and the HERC Parties shall cooperate as requested by RAC Parent in connection with making any such election.

Section 2.05 Payment of Sales, Use or Similar Taxes. All Transfer Taxes shall be borne equally by the HERC Parties on the one hand and RAC Parties on the other. Notwithstanding anything in Section 2.03 to the contrary, the Party required by applicable Law shall remit payment for any Transfer Taxes and duly and timely file such Tax Returns, subject to any reimbursement rights it may have against the other Party, which shall be paid in accordance with Section 2.01(c). RAC Parent, HERC Parent and their respective Affiliates shall cooperate in (i) determining the amount of such Taxes, (ii) providing all requisite exemption certificates and (iii) preparing and timely filing any and all required Tax Returns for or with respect to such Taxes with any and all appropriate Taxing Authorities.

Section 2.06 Audits and Proceedings.

(a) Notwithstanding any other provision hereof, if after the Closing Date, an Indemnified Party or any of its Affiliates receives any notice, letter, correspondence or claim from any Taxing Authority (a “Tax Notice”) and, upon receipt of such Tax Notice, believes it has suffered or potentially could suffer any Tax liability for which it is indemnified pursuant to Section 2.01 in respect of Consolidated Taxes, the Indemnified Party shall promptly deliver such Tax Notice to the Indemnifying Party; provided, that HERC Parent shall deliver to RAC Parent any Tax Notice in respect of Transaction Taxes and provided further that the failure of the Indemnified Party to provide the Tax Notice to the Indemnifying Party shall not affect the indemnification rights of the Indemnified Party pursuant to Section 2.01, except to the extent that the Indemnifying Party is materially prejudiced by the Indemnified Party’s failure to deliver such Tax Notice. HERC Parent shall have the right to handle, defend, conduct and control, at its own expense, any Tax audit or other administrative or judicial proceeding that relates to such Tax Notice; provided that RAC Parent shall have the right to handle, defend, conduct and control, at its own expense, the portion of any Tax audit or administrative or judicial proceeding (i) relating to Transaction Taxes or (ii) which could give rise to an indemnity claim against the RAC Parties pursuant to Section 2.01 (and HERC Parent shall have the right to participate, at its own expense, in any such audit or proceeding described in clauses (i) and (ii)). The party controlling such Tax audit or administrative or judicial proceeding shall have the right to compromise or settle any such Tax audit or proceeding that it has subject, in the case of a compromise or settlement that would materially and adversely affect the other party, to such party’s consent, which consent shall not be unreasonably withheld, provided that such consent shall not be required if the party controlling such Tax audit or proceeding agrees to indemnify the other party for any liabilities for Taxes resulting from such compromise or settlement. If the Indemnifying Party fails within a reasonable time after notice to defend any such Tax Notice or the resulting audit or administrative or judicial proceeding as provided herein, the Indemnifying Party shall be bound by the results obtained by the Indemnified Party in connection therewith. The Indemnifying Party shall pay to the Indemnified Party the amount of any Tax liability within 30 days after a Final Determination of such Tax liability. For the avoidance of doubt, in the case of any such liability pertaining to a state or local Consolidated Tax, such liability will be determined pursuant to the principles set forth in the last sentence of Section 2.02(a), including apportionment factors, as recomputed pursuant to such Final Determination.

(b) Each of HERC Parent and RAC Parent shall handle, defend, conduct and control Tax audits or administrative or judicial proceedings of any member of the HERC Parent Group and RAC Parent Group, respectively, in respect of Standalone Taxes.

Section 2.07 Amended Returns; Carrybacks.

(a) Except as required by Law, without the prior written consent of RAC Parent or one of its Affiliates, HERC Parent may not amend or cause to be amended any HERC Parent Consolidated Return with respect to any Pre-Closing Period to the extent such amendment would reasonably be expected adversely to affect the Tax liability of any member of the RAC Parent Group, provided that such consent shall not be required if HERC Parent agrees to indemnify RAC Parent for any liabilities for Taxes resulting from such amendment. If RAC Parent requests that HERC Parent amend any HERC Parent Consolidated Return with respect to any Pre-Closing Period, HERC Parent shall promptly make such amendment unless (i) such amendment is not permitted by applicable Law, (ii) such amendment would result in a carryback of a federal income Tax Item as described in Section 2.07(b) (in which case such amendment shall be subject to Section 2.07(b)), or (iii) such amendment would reasonably be expected adversely to affect the Tax liability of any member of the HERC Parent Group, provided that HERC Parent shall make an amendment described in clause (iii) if RAC Parent agrees to indemnify HERC Parent for any liabilities for Taxes resulting from such amendment.

(b) To the extent permitted by applicable Law, no member of the RAC Parent Group shall carry back any Tax Item in respect of Consolidated Taxes to a Pre-Closing Period. To the extent any such carryback is required by applicable Law, RAC Parent shall be entitled to the benefit of any resulting refund in accordance with Section 2.08.

(c) Each of HERC Parent and RAC Parent may amend any Tax Returns of any member of the HERC Parent Group and RAC Parent Group, as the case may be, in respect of Standalone Taxes.

Section 2.08 Refunds. Any refund of Consolidated Taxes received from a Taxing Authority by any member of the HERC Parent Group or the RAC Parent Group with respect to a HERC Parent Consolidated Return shall be the property of the HERC Parent Group, except to the extent that such Tax refund relates to any Taxes for which the RAC Parent Group is responsible under this Agreement. Each of HERC Parent and RAC Parent shall be entitled to any Tax refunds of the members of the HERC Parent Group and RAC Parent Group, respectively, in respect of Standalone Taxes. If HERC Parent or its Affiliates, or RAC Parent and its Affiliates, receives a refund to which the other Party and its Affiliates is entitled pursuant to this agreement, the Party receiving such refund shall promptly pay to the other Party the amount of such refund, net of any out-of-pocket costs (including Taxes) incurred in connection with securing and receiving such refund. If any such refund is subsequently disallowed by the relevant Taxing Authority, the applicable Party shall promptly make a reconciling payment to the other Party.

Section 2.09 Earnings and Profits Allocation. HERC Parent will advise RAC Parent in writing of the decrease in HERC Parent earnings and profits attributable to the

Distribution under Section 312(h) of the Code on or before the first anniversary of the Distribution.

ARTICLE III

TAX-FREE STATUS OF THE DISTRIBUTION

Section 3.01 Representations and Warranties.

(a) RAC Parent. RAC Parent hereby represents and warrants or covenants and agrees, as appropriate, that the facts presented and the representations made in (i) the IRS Ruling, (ii) the Opinions, (iii) each submission to the IRS in connection with the IRS Ruling, (iv) the representation letters from HERC Parent and RAC Parent addressed to Counsel and to KPMG, LLP supporting the Opinions, and (v) any other materials delivered or deliverable by HERC Parent or RAC Parent in connection with the rendering of the Opinions and the issuance by the IRS of the IRS Ruling (all of the foregoing, collectively, the "Tax Materials"), to the extent descriptive of the RAC Parent Group (including the plans, proposals, intentions and policies of the RAC Parent Group), are, or will be from the time represented or made through and including the Effective Time and thereafter as relevant, true, correct and complete in all respects.

(b) HERC Parent. HERC Parent hereby represents and warrants or covenants and agrees, as appropriate, that the facts presented and the representations made in the Tax Materials, to the extent descriptive of the HERC Parent Group (including the plans, proposals, intentions and policies of the HERC Parent Group), are, or will be from the time represented or made through and including the Effective Time and thereafter as relevant, true, correct and complete in all respects.

(c) No Contrary Knowledge. Each of HERC Parent and RAC Parent represents and warrants that it knows of no fact (after due inquiry) that may cause the Tax treatment of the Spin-Offs to be other than the Tax-Free Status of the Transactions.

(d) No Contrary Plan. Each of HERC Parent and RAC Parent represents and warrants that neither it, nor any of its Affiliates, has any plan or intent to take any action that is inconsistent with any statements or representations made in the Tax Materials.

Section 3.02 Restrictions Relating to the Distribution.

(a) General. Neither HERC Parent nor RAC Parent shall, nor shall HERC Parent or RAC Parent permit any HERC Subsidiary or any RAC Subsidiary, respectively,

to take or fail to take, as applicable, any action that constitutes a Disqualifying Action described in the definitions of HERC Parent Disqualifying Action and RAC Parent Disqualifying Action, respectively.

(b) Restrictions. Prior to the first day following the second anniversary of the Distribution (the "Restriction Period"), the following restrictions shall apply, respectively, to HERC Parent and RAC Parent:

(i) each of HERC Parent and RAC Parent shall continue and cause to be continued the active conduct of the Equipment Rental Business and the Car Rental Business, respectively, (as such terms are defined in the submissions to the IRS in connection with the IRS Ruling), in each case taking into account Section 355(b)(3) of the Code, in all cases as conducted immediately prior to the Distribution.

(ii) neither HERC Parent nor RAC Parent shall voluntarily dissolve or liquidate (including any action that is a liquidation for federal income tax purposes).

(iii) neither HERC Parent nor RAC Parent shall (A) enter into any HERC Parent Proposed Acquisition Transaction or RAC Parent Proposed Acquisition Transaction (as applicable) or, to the extent HERC Parent or RAC Parent (as applicable) has the right to prohibit any HERC Parent Proposed Acquisition Transaction or RAC Parent Proposed Acquisition Transaction (as applicable), permit any such HERC Parent Proposed Acquisition Transaction or RAC Parent Proposed Acquisition Transaction to occur, (B) redeem or otherwise repurchase (directly or through an Affiliate) any stock, or rights to acquire stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (C) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, in each case, to the extent affecting the relative voting rights of its capital stock (including through the conversion of any capital stock into another class of capital stock), (D) merge or consolidate with any other Person or (E) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in the Tax Materials) that in the aggregate (and taking into account any other transactions described in this Section 3.02(b)(iii)) would be reasonably likely to have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in HERC Parent or RAC Parent (as applicable) or otherwise jeopardize the Tax-Free Status of the Transactions.

(iv) Neither HERC Parent nor RAC Parent shall, and neither shall permit any member of its respective SAG to, sell, transfer, or otherwise dispose of or agree to sell, transfer or otherwise dispose (including in any transaction treated for federal income tax purposes as a sale, transfer or disposition) of assets (including any shares of capital stock of a Subsidiary) that, in the aggregate, constitute more than 30% of the gross assets of RAC Parent or HERC Parent, as applicable, or more than 30% of the consolidated gross assets of RAC Parent or HERC Parent, as applicable, and members of their respective SAG. The foregoing sentence shall not apply to (A) sales, transfers, or dispositions of assets in the ordinary course of business, (B) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (C) any assets transferred to a Person that is disregarded as an entity separate from the transferor for federal income tax purposes or (D) any mandatory or optional repayment (or pre-payment) of any indebtedness of RAC Parent or HERC Parent (or any member of their respective SAG). The percentages of gross assets or consolidated gross assets of RAC Parent, HERC Parent or their respective SAG, as the case may be, sold, transferred, or otherwise disposed of, shall be based on the fair market value of the gross assets of RAC Parent or HERC Parent, as applicable, and the members of their respective SAG as of the Closing Date. For purposes of this Section 3.02(b)(iv), a merger of RAC Parent or HERC Parent (or a member of their respective SAG) with and into any Person shall constitute a disposition of all of the assets of RAC Parent, HGH or such member, as applicable.

(c) Notwithstanding the restrictions imposed by Section 3.02(b), during the Restriction Period, each of the Parties may proceed with any of the actions or transactions described therein, if (i) such Party obtains an Unqualified Tax Opinion, reasonably satisfactory to the other Parties, to the effect that such action or transaction will not affect the Tax-Free Status of the Transactions, (ii) HERC Parent obtains a supplemental ruling from the IRS (in the case of an action or transaction with respect to the RAC Parent Group, at RAC Parent's request and expense) that such action or transaction will not affect the Tax-Free Status of the Transactions or (iii) the other Parties shall have waived in writing the requirement to obtain such ruling or opinion.

(d) Notice of Certain Transactions. If HERC Parent or RAC Parent proposes to enter into any Section 3.02(d) Acquisition Transaction or, to the extent HGH or RAC Parent (as applicable) has the right to prohibit any Section 3.02(d) Acquisition Transaction, proposes to permit any Section 3.02(d) Acquisition Transaction to occur, in each case, during the Restriction Period, HERC Parent or RAC Parent (as applicable) shall provide the other party, no later than ten (10) days following the signing of any written agreement with respect to any Section 3.02(d) Acquisition Transaction, with a written description of such transaction (including the type and amount of capital stock to be issued in such transaction).

(e) Tax Reporting. Each of HERC Parent and RAC Parent covenants and agrees that it will not take, and will cause the HERC Subsidiaries or the RAC Subsidiaries, as applicable, to refrain from taking, any position on any income or franchise Tax Return that is inconsistent with the Tax-Free Status of the Transactions.

Section 3.03 Procedures Regarding Opinions and Rulings.

(a) If RAC Parent notifies HERC Parent that it desires to take one of the actions described in Section 3.02(b) (a “Notified Action”), HERC Parent shall cooperate with RAC Parent and use its reasonable best efforts to seek to obtain, as expeditiously as possible, a supplemental ruling from the IRS or an Unqualified Tax Opinion (including by making any representation or reasonable covenant or providing any materials requested by the IRS or the law firm issuing such opinion) for the purpose of permitting RAC Parent to take the Notified Action unless HERC Parent shall have waived the requirement to obtain such ruling or opinion; provided that HERC Parent shall not be required to make (or cause a HERC Subsidiary to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control. If such a ruling is to be sought, HERC Parent shall apply for such ruling and HERC Parent and RAC Parent shall jointly control the process of obtaining such ruling. In no event shall HERC Parent be required to file any ruling request under this Section 3.03(a) unless RAC Parent represents that (i) it has read such ruling request, and (ii) all information and representations, if any, relating to any member of the RAC Parent Group contained in such ruling request documents are (subject to any qualifications therein) true, correct and complete. RAC Parent shall reimburse HERC Parent for all reasonable costs and expenses incurred by the HERC Parent Group in obtaining a ruling or Unqualified Tax Opinion requested by RAC Parent within thirty (30) days after receiving an invoice from HERC Parent therefor.

(b) If HERC Parent notifies RAC Parent that it desires to take a Notified Action, RAC Parent shall (and shall cause each RAC Subsidiary to) cooperate with HERC Parent and take any and all actions reasonably requested by HERC Parent in connection with obtaining such ruling or opinion (including by making any representation or reasonable covenant or providing any materials requested by the IRS or the law firm issuing such opinion); provided that RAC Parent shall not be required to make (or cause a RAC Subsidiary to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control. In connection with obtaining such ruling, HERC Parent shall apply for such ruling and HERC Parent and RAC Parent shall jointly control the process of obtaining such ruling. HERC Parent shall reimburse RAC Parent for all reasonable costs and expenses incurred by the RAC Parent Group in obtaining a ruling or Unqualified Tax Opinion requested by HERC Parent within thirty (30) days after receiving an invoice from RAC Parent therefor.

(c) Except as provided in Sections 3.03(a) and (b), neither RAC Parent nor HERC Parent (or any Affiliate thereof) shall seek any guidance from the IRS or any other Taxing Authority (whether written, verbal or otherwise) at any time concerning the Spin-Offs (including the impact of any transaction on the Spin-Offs) without the consent of the other Party, such consent not to be unreasonably withheld.

ARTICLE IV

COOPERATION

Section 4.01 General Cooperation. The Parties shall each cooperate (and each shall cause its respective Subsidiaries to cooperate) with all reasonable requests in writing from another Party hereto, or from an agent, representative or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for Tax refunds, Tax proceedings, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of any of the Parties or their respective Subsidiaries covered by this Agreement and the establishment of any reserve required in connection with any financial reporting (a "Tax Matter"). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter and shall include, at each Party's own cost:

- (a) the provision of any Tax Returns of the Parties and their respective Subsidiaries, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;
- (b) the execution of any document (including any power of attorney) in connection with any Tax proceedings of any of the Parties or their respective Subsidiaries, or the filing of a Tax Return or a Tax refund claim of the Parties or any of their respective Subsidiaries;
- (c) the use of the Party's reasonable best efforts to obtain any documentation in connection with a Tax Matter;
- (d) the use of the Party's reasonable best efforts to obtain any Tax Returns (including accompanying schedules, related work papers, and documents), documents, books, records or other information in connection with the filing of any Tax Returns of any of the Parties or their Subsidiaries; and
- (e) in the case of participation in any audit or administrative proceeding as provided in Section 2.06 by any Party, the Party controlling such

audit or proceeding shall provide the participating Party with copies of the relevant portions of all correspondence with the relevant Taxing Authority and other relevant documentation, and shall permit the participating Party to attend, but not control, such audits and proceedings.

Each Party shall make its employees, advisors, and facilities available, without charge, on a reasonable and mutually convenient basis in connection with the foregoing matters.

Section 4.02 Retention of Records. HERC Parent and RAC Parent shall retain or cause to be retained all Tax Returns, schedules and workpapers, and all material records or other documents relating thereto in their possession, until sixty (60) days after the expiration of the applicable statute of limitations (including any waivers or extensions thereof) of the taxable periods to which such Tax Returns and other documents relate, provided, for the avoidance doubt, that in the case of records or documents relating to a net operating loss or capital loss carryforward, such records shall be maintained until sixty (60) days after the expiration of the statute of limitations for the taxable period to which such loss is carried and utilized, or until the expiration of any additional period that any Party reasonably requests, in writing, with respect to specific material records or documents. A Party intending to destroy any material records or documents shall provide the other Party with reasonable advance notice and the opportunity to copy or take possession of such records and documents. The Parties hereto will notify each other in writing of any waivers or extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

ARTICLE V

MISCELLANEOUS

Section 5.01 Dispute Resolution. The Parties shall appoint a nationally-recognized independent public accounting firm (the "Accounting Firm") to resolve any dispute as to matters covered by this Agreement. In this regard, the Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by the Parties and their respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination only in favor of either the HERC Parties or the RAC Parties. The Parties shall require the Accounting Firm to resolve all disputes no later than thirty (30) days after the submission of such dispute to the Accounting Firm, but in no event later than the Due Date for the payment of Taxes or the filing of the applicable Tax Return, if applicable, and agree that all decisions by the Accounting Firm with respect thereto shall be final, conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement and, to the extent not

inconsistent with this Agreement, in a manner consistent with the past practices of HERC Parent and its Subsidiaries, except as otherwise required by applicable Law. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be paid by the non-prevailing Party.

Section 5.02 Tax Sharing Agreements. All Tax sharing, indemnification and similar agreements, written or unwritten, as between HERC Parent or a HERC Subsidiary, on the one hand, and RAC Parent or a RAC Subsidiary, on the other (other than this Agreement, the Distribution Agreement and any other Ancillary Agreement), shall be or shall have been either (a) terminated no later than the Effective Time and, after the Effective Time, none of HERC Parent or a HERC Subsidiary, or RAC Parent or a RAC Subsidiary shall have any further rights or obligations under any such Tax sharing, indemnification or similar agreement or (b) assumed by members of the RAC Parent Group.

Section 5.03 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the due date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the rate in effect for underpayments under Section 6621 of the Code from such due date to and including the earlier of the ninetieth (90th) day or the payment date and thereafter will accrue interest at a rate per annum equal to 9% if it is higher.

Section 5.04 Survival of Covenants. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms; provided, however, that the representations and warranties and all indemnification for Taxes shall survive until sixty (60) days following the expiration of the applicable statute of limitations (taking into account all extensions thereof), if any, of the Tax that gave rise to the indemnification; provided, further, that, in the event that notice for indemnification has been given within the applicable survival period, such indemnification shall survive until such time as such claim is finally resolved.

Section 5.05 Termination. Notwithstanding any provision to the contrary, this Agreement may be terminated at any time prior to the Effective Time by and in the sole discretion of HERC Parent without the prior approval of any Person, including RAC Parent. In the event of such termination, this Agreement shall become void and no Party, or any of its officers and directors shall have any liability to any Person by reason of this Agreement. After the Effective Time, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties to this Agreement.

Section 5.06 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.

Section 5.07 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, among or on behalf of the Parties hereto with respect to the subject matter of this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Distribution Agreement, the provisions of this Agreement shall govern and control.

Section 5.08 Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties hereto, except that such Party may assign (i) any or all of its rights and obligations under this Agreement to any of its Affiliates and (ii) any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any assets or entities or lines of business of such Party; provided, however, that, in each case, no such assignment shall release such Party from any liability or obligation under this Agreement. Except as provided in Article II with respect to indemnified Parties, this Agreement is for the sole benefit of the Parties to this Agreement and their respective Subsidiaries and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 5.09 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement.

Section 5.10 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by the Parties to this Agreement. No

waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 5.11 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms Article, Section, and clause are references to the Articles, Sections and clauses of this Agreement unless otherwise specified; (iii) the terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement; (iv) references to “\$” shall mean U.S. dollars; (v) the word “including” and words of similar import when used in this Agreement shall mean “including without limitation,” unless otherwise specified; (vi) the word “or” shall not be exclusive; (vii) references to “written” or “in writing” include in electronic form; (viii) provisions shall apply, when appropriate, to successive events and transactions; (ix) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (x) HGH and RAC Parent have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (xi) a reference to any Person includes such Person’s successors and permitted assigns.

Section 5.12 Counterparts. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually-executed counterpart of this Agreement.

Section 5.13 Employee Matters. Any items of deduction in respect of equity-based awards to employees of the HERC Parent Group or the RAC Parent Group arising in Post-Closing Periods shall be the property of the relevant employer and its Affiliates, and the Parties shall file their Tax Returns accordingly. To the extent any covenants or agreements between the Parties with respect to employee withholding Taxes are set forth in the Employee Matters Agreement, such Taxes shall be governed exclusively by the Employee Matters Agreement and not by this Agreement.

Section 5.14 Effective Date. This Agreement shall become effective only upon the occurrence of the Distribution.

Section 5.15 Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To HERC Parent:

[_____]

To RAC Parent:

[_____]

Section 5.16 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

Herc Holdings Inc.

By: /s/
Name:
Title:

Herc Rentals Inc.

By: /s/
Name:
Title:

The Hertz Corporation

By: /s/
Name:
Title:

Hertz Global Holdings, Inc.

By: /s/
Name:
Title:

TRANSITION SERVICES AGREEMENT

between

HERTZ GLOBAL HOLDINGS, INC.

and

HERC HOLDINGS INC.

Dated as of [], 2016

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TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (this “Transition Services Agreement”), dated as of [], 2016 (the “Effective Date”), between Hertz Global Holdings, Inc., a Delaware corporation (f/k/a Hertz Rental Car Holding Company, Inc., “New Hertz Holdings”), and Herc Holdings Inc., a Delaware corporation (f/k/a Hertz Global Holdings, Inc., “Herc Holdings”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Separation Agreement (as defined below).

RECITALS

- A. New Hertz Holdings and Herc Holdings have entered into the Separation and Distribution Agreement (the “Separation Agreement”), dated as of the date hereof, pursuant to which Herc Holdings intends to distribute to its stockholders, on a pro rata basis, all of the outstanding shares of common stock, par value \$0.01 per share, of New Hertz Holdings owned by Herc Holdings (the “Distribution”).
- B. Following the Distribution, New Hertz Holdings will own and conduct, directly and indirectly, the Car Rental Business, and Herc Holdings will own and conduct, directly and indirectly, the Equipment Rental Business (the “Separation”).
- C. New Hertz Holdings was incorporated on August 28, 2015 under the name “Hertz Rental Car Holding Company, Inc.,” for the purpose of serving as the top-level holding company for the Car Rental Business in connection with the Separation.
- D. Herc Holdings was previously named “Hertz Global Holdings, Inc.” and historically served as the holding company for the consolidated Car Rental Business and Equipment Rental Business.
- E. Herc Holdings will serve as the top-level holding company of the Equipment Rental Business in connection with the Separation.
- F. In connection with the transactions contemplated by the Separation Agreement and in order to ensure a smooth transition following the Separation, each party desires that the other party provide, or cause its Affiliates or Contractors to provide, certain transition Services in exchange for the consideration stated in this Transition Services Agreement and in accordance with the terms and subject to the conditions set forth in this Transition Services Agreement.
- G. The Services to be provided hereunder will be specified in separate Project Statements that will set forth the scope of the Services to be provided as well as the party who will provide or cause to be provided the Services (the “Supplier” as further defined herein) to the other party (the “Buyer” as further defined herein).
- H. Each party in its capacity as a Buyer wishes to receive such specified Services for use in connection with its Business in order to ensure a smooth transition following the Separation as well as certain other Services that Buyer may select, and each party in its capacity as a Supplier has agreed to provide such Services in accordance with the terms specified herein.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows, effective as of the Distribution Date:

ARTICLE I

DEFINITIONS

Section 1.1 Table of Definitions. The following terms have the meanings set forth in the sections of this Transition Services Agreement referenced below:

<u>Definition</u>	<u>Section</u>
Additional Services	2.4(a)
Allocated Cost	5.2
Confidential Information	9.1(a)
Contractor	3.3
Dispute	10.1
Distribution	Recitals
Effective Date	Preamble
Force Majeure	10.2
Herc Holdings	Preamble
Identified Services	2.2
Improvements	6.2
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Liabilities	8.3
New Hertz Holdings	Preamble
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Sales Taxes	5.4
Separation	Recitals
Separation Agreement	Recitals
Services Manager	3.1
Services Termination Notice	7.2(a)
Term	7.1
Transition Services Agreement	Preamble

Section 1.2 Certain Defined Terms. For the purposes of this Transition Services Agreement:

“Business” means, with respect to Herc Holdings and its Affiliates, the Equipment Rental Business, and, with respect to New Hertz Holdings and its Affiliates, the Car Rental Business.

“Buyer” means with respect to a Service specified in a Project Statement, the party receiving such Service as specified in the Project Statement.

“Buyer Data” means data relating to the operation of the Business of Buyer and that is the subject of a particular Service provided by Supplier, owned by Buyer, including as a result of the allocation of assets pursuant to the Separation Agreement, and in the possession or control of Supplier.

“Change of Control” means, with respect to each party,

- (a) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than twenty percent (20%) of the total voting power of the Voting Stock of such party;
- (b) such party merges or consolidates with or into, or sells or transfers (in one or a series of related transactions) all or substantially all of the assets of such party and its Subsidiaries to another Person and any “person” (as defined in clause (a) above) is or becomes the “beneficial owner” (as so defined), directly or indirectly, of more than twenty percent (20%) of the total voting power of the Voting Stock of the surviving Person in such merger or consolidation, or the transferee Person in such sale or transfer of assets, as the case may be; or
- (c) at any time individuals who at the Effective Date were members of the board of directors of such party (together with any new members thereof whose election by such board of directors or whose nomination for election by holders of capital stock of such party was approved by a vote of a majority of the members of such board of directors then still in office who were either members thereof at the Effective Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of such board of directors then in office.

“CI Recipients” means, with respect to a party hereto, its Affiliates, and its and their directors, officers, employees, agents and advisors (including, with respect to the Supplier, the Representatives).

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Maximum Transition Period” means the two-year period beginning on the Effective Date.

“New Service” means a Service not provided or supplied by Supplier or its Representatives for the Business of Buyer during the 12 months preceding the Effective Date.

“Representative” means an Affiliate, Contractor or other Person providing Services hereunder on behalf of Supplier.

“Services” means collectively the Identified Services and any Additional Services described in mutually agreed Project Statements.

“Supplier” means with respect to a Service specified in a Project Statement, the party providing such Service as specified in the Project Statement.

“Transition Period” means the maximum period of time set forth in the applicable Project Statement for a Service, as such Transition Period may be adjusted by mutual written agreement of the parties from time to time; provided, however, that in no event will the Transition Period exceed the Maximum Transition Period.

“Variable Allocated Cost” means the fully allocated cost for providing Services calculated in a manner consistent with past practice and as may be more specifically set forth on an applicable Project Statement, including the following (to the extent allocable to the provision of the Services): (a) the cost of licenses for software or other intellectual property (or other cost associated with obtaining rights to use software or intellectual property), including any termination, transfer, sublicensing, access, upgrade or conversion fees, (b) the cost of maintenance and support, including user support, (c) the fully loaded cost of employees and other Representatives directly involved in the provision of the Services, including the cost of employees and other Representatives retained, displaced or transferred (excluding severance costs for Supplier employees), as set forth on the applicable Project Statement, (d) the cost of equipment, (e) the cost of disaster recovery services and backup services, (f) the cost of facilities and space, (g) the cost of supplies (including consumables), (h) the cost of utilities (HVAC, electricity, gas, etc.), (i) the cost of networking and connectivity, (j) reasonable legal fees associated with any advice, activities or agreements related to the foregoing areas, (k) any reasonable out-of-pocket expenses incurred by Supplier with third parties (including Contractors) in connection with the provision of Services (including one-time set-up costs, license fees, costs to enter into or amend existing third-party agreements, costs to exit third-party agreements, termination fees, and other costs incurred in connection with Contractors engaged in compliance with this Transition Services Agreement), and (l) the allocated depreciation costs of capitalized hardware, software and consulting services (to the extent allocable to the provision of the Services). Travel expenses must be reasonable and incurred in accordance with Supplier’s normal travel policy. Overhead allocations must be calculated consistently with Supplier’s practice as then generally used by Supplier in its applicable, respective geographic business.

“Voting Stock” of an entity means all classes of capital stock of such entity then outstanding and normally entitled to vote in the election of directors or all interests in such entity with the ability to control the management or actions of such entity.

ARTICLE II

TRANSITION SERVICES

Section 2.1 Project Statements. The scope of each agreed upon Service to be provided under the terms of this Transition Services Agreement will be set forth in a Project Statement substantially in the form set forth in Annex A (a “Project Statement”), including, as applicable, (a) the party that is the Supplier of the Service and the party that is the Buyer of the Service, (b) a Transition Period for such Service, (c) the location of such Service, (d) each party’s Services Manager for such Project Statement, (e) any details regarding the cost for such Service, (f) payment terms, and (g) any specifications applicable to such Service, if different from the specifications defined in this Transition Services Agreement. No Project Statement (other than the initial Project Statements with respect to the Identified Services) will be binding or effective unless signed by both parties to such Project Statement. Supplier will use commercially reasonable efforts to provide, or cause one or more of its Representatives to provide, to Buyer the Services described in effective Project Statements in accordance therewith and subject to the terms and conditions of this Transition Services Agreement, and Buyer agrees to purchase and pay for such Services as provided for in Article V.

Section 2.2 Identified Services. Each Project Statement entered into as of the Effective Date is attached to this Transition Services Agreement in Annex B, and the Services identified in such Project Statements are referred to in this Transition Services Agreement, collectively, as the “Identified Services.”

Section 2.3 Additional Services.

- (a) If Buyer desires to receive any services that are not Identified Services, or that represent a significant or material change to an Identified Service (including any extension thereof), Buyer will provide Supplier with a reasonably detailed written request for such proposed services (the “Additional Services”) (such request sufficiently detailed to enable Supplier to weigh the risks and assess the feasibility of such request and attempt to estimate the resources and effort required to provide such proposed services). Within thirty (30) days following such request, Supplier will, to the extent reasonably feasible, assess the request in good faith and provide notice of whether it will endeavor to provide the requested Additional Service. If Supplier does not respond to such

request within thirty (30) days following such request, then Supplier will be deemed to have refused such request.

- (b) If a requested Additional Service is reasonably necessary to effect the Separation of the Car Rental Business and Equipment Rental Business, then Supplier will accept the request to provide the proposed Additional Service if it can feasibly provide such Additional Service without undue burden in light of Supplier's resource constraints and obligations. Supplier will have no obligation to provide an Additional Service or to provide the Additional Service under any specific terms, and may decline to provide such requested Additional Service in its sole and absolute discretion, if any of the following apply: (i) the requested Additional Service is not reasonably necessary to effect the Separation of the Car Rental Business and Equipment Rental Business; (ii) the requested Additional Service is a New Service; (iii) the requested Additional Service could be obtained from other commercial service providers in a commercially reasonable manner; (iv) Buyer will not agree to pay the costs for such Additional Services; or (v) the Transition Period for the requested Additional Service extends beyond the Maximum Transition Period.
- (c) If Supplier accepts a request to provide an Additional Service, it will, to the extent reasonably feasible, provide a good faith estimate of the costs, timing and resources required to provide such Additional Services, which may be (i) a fixed fee, and include a mark-up, or (ii) the Variable Allocated Cost of providing the Services, in each case as reasonably determined by Supplier. The parties will then promptly negotiate in good faith a Project Statement by which the proposed Additional Services would be provided under this Transition Services Agreement.

Section 2.4 Disputes Over Requested Services. In the event that Buyer alleges that Supplier (or a proposed Supplier) has violated its obligation to consider or provide a requested Service hereunder, or has acted in bad faith in negotiating the terms applicable to a Service, such Dispute will be subject to the dispute resolution procedures identified in Section 10.1.

Section 2.5 Financial Obligation. In providing the Services, Supplier and its Representatives will not be obligated to perform any of the following actions unless Buyer agrees to pay the Variable Allocated Cost of such actions and the performance of such actions is reasonably within the control of Supplier and its Representatives: (a) maintain the employment of any specific employee; (b) purchase, lease or license any additional equipment or software, except any replacement for existing equipment or software owned or licensed by Supplier and necessary to provide the Services pursuant to the terms of this Transition Services Agreement, to the extent such replacement equipment and/or software is available on commercially reasonable terms consistent with the terms on which it was previously available to Supplier; (c) pay any costs related to the conversion of the Buyer Data from one format to another; or (d) pay any costs necessary to integrate Buyer's systems for purposes of receiving the Services.

Section 2.6 Means of Providing Services. Supplier will, in its sole discretion, determine the means and resources used to provide the Services in accordance with its business judgment and subject to Article IV. Supplier will have sole discretion and responsibility for staffing, instructing and compensating its personnel and third parties who perform the Services.

Section 2.7 Access to Facilities and Equipment. To the extent reasonably required to perform the Services hereunder, Buyer will provide (or, as necessary, will cause its Affiliates to provide) Supplier with reasonable access to and use of Buyer's and its Affiliates' applicable facilities and equipment.

Section 2.8 Cooperation. Supplier and Buyer will use commercially reasonable efforts to assist and cooperate with respect to the provision of Services pursuant to this Transition Services Agreement. Buyer acknowledges that some Services to be provided under this Transition Services Agreement require instructions and information from Buyer, which Buyer will provide to Supplier sufficiently in advance in order to enable Supplier or its Representatives to provide or procure such Services in a timely manner. Buyer will provide all information reasonably required or requested by Supplier to perform its obligations under this Transition Services Agreement. Supplier will not be liable for any delays resulting from or caused by Buyer's failure to provide such instructions or information in a timely manner, and Buyer will pay any reasonable additional costs or expenses, including labor, resulting therefrom.

Section 2.9 SOX and Audit Access. If requested by Buyer, Supplier will permit Buyer reasonable access, upon reasonable advance notice and during normal business hours, to Supplier's records, books, computer data, other data and information, personnel, systems and facilities for the purpose of Buyer's testing and verification of the effectiveness of controls with respect to the Services as is reasonably necessary to enable the management of Buyer to comply with its obligations under §404 of the Sarbanes-Oxley Act of 2002 and the rules and regulations of the Securities and Exchange Commission promulgated thereunder and to enable Buyer's independent public accounting firm to complete the integrated audit of the Buyer including the audit of Buyer's internal controls over financial reporting as required by Buyer's external auditors. Supplier is not required to furnish Buyer access to any information pursuant to this Section 2.9 other than information that relates specifically to the Services. Buyer shall reimburse Supplier for the reasonable and documented out-of-pocket expenses, if any, incurred in providing such information and access. Nothing in this Section 2.9 shall require the disclosure of any information that is or may be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine, the common interest and joint defense doctrines or other applicable privileges. Any information furnished pursuant to this Section 2.9 shall be subject to the confidentiality provisions hereof.

ARTICLE III

PERSONNEL

Section 3.1 Services Managers. Each party will select a separate services manager (a "Services Manager") for each Project Statement, with each such Services Manager to be identified in the applicable Project Statement, to act as its primary contact person for the provision or receipt, as applicable, of the Services hereunder. All communications relating to the provision of the Services will be directed to the Services Manager of the other party. The Services Managers of the parties will meet periodically to discuss the status of the Services.

Section 3.2 Supplier Employees. Except as otherwise set forth in the Separation Agreement or the Employee Matters Agreement, for the avoidance of doubt, this Transition Services Agreement does not impose an obligation on Supplier or any of its Affiliates to second or procure the secondment to Buyer of any employee in connection with the provision of the Services. The parties agree that such employees of Supplier and its Affiliates providing Services are employees of Supplier or its Affiliates, as applicable. All labor matters relating to any employees of Supplier and its Affiliates will be within the exclusive direction, control and supervision of Supplier and its Affiliates, and Buyer will take no action affecting such matters, and Supplier and its Affiliates will have the sole right to exercise all authority with respect to the employment, termination, assignment, and compensation of such employees. Supplier and its Affiliates will be solely responsible for the payment of all salary and benefits, social security taxes, unemployment compensation tax, workers' compensation tax, other employment taxes or withholdings and premiums and remittances with respect to employees of Supplier and its Affiliates used to provide Services, and all employees of Supplier and its Affiliates providing Services under this Transition Services Agreement will be deemed to be employees solely of Supplier or its Affiliates, as applicable, for purposes of all compensation and employee benefits and not to be employees, representatives or agents of Buyer.

Section 3.3 Contractors. The Services may be provided in whole or in part by (a) Affiliates of Supplier, or (b) third-party contractors or subcontractors (each, a "Contractor") capable of providing the required level of service set forth in Article IV. Supplier shall in all cases retain responsibility for the provision of Services by Affiliates or Contractors of Supplier, to the extent Supplier would otherwise be liable pursuant to the terms of this Transition Services Agreement.

Section 3.4 Compliance with Policies; Safety of Personnel.

- (a) For any work performed on premises of Buyer, Supplier and its Representatives will comply with all reasonable security, confidentiality, safety and health policies of Buyer (as applicable to the provision of Services) if and to the extent Buyer informs Supplier of such policies in advance in writing.
- (b) Buyer acknowledges that Supplier has instituted and will continue to institute and revise a variety of policies and procedures for its Business. All Services must be reasonably capable of being performed in a manner that is consistent with the policies and procedures of Supplier applicable to its Business, including those relating to antitrust laws and health, safety, labor, employment and environmental laws and otherwise in compliance with applicable law. Supplier will use commercially reasonable efforts to provide Buyer with advance written notice in the event it believes any Service is not consistent with such policies or procedures where the same would materially affect the Services to be provided. To the extent Services are performed on site, Supplier will be permitted to withdraw any Representatives providing Services at that site if Supplier reasonably concludes that such Representatives face any risk to their personal safety and prior written notice (to the extent practicable) has been given to Buyer.

ARTICLE IV

SERVICE LEVELS

Section 4.1 Service Levels. Supplier will (a) use commercially reasonable efforts to continue to provide, or cause to be provided, those Services being supplied for Buyer's Business as of the Effective Date at a relative service level substantially similar to that provided to Buyer's Business in the twelve (12) months preceding the Effective Date, taking into account the effects of the Separation on Supplier's ability to provide the Services, unless inconsistent with any service level with respect to a Service as specified in the applicable Project Statement; or (b) use commercially reasonable efforts to provide, or cause to be provided, New Services consistent with the specifications, if any, set forth in an applicable Project Statement.

Section 4.2 Exceptions. It will not be deemed to be a breach of this Transition Services Agreement if Supplier or its Representatives fail to meet the service levels set forth in Section 4.1 because of (a) the failure of Buyer to cooperate with or provide access, information, services or decisions to Supplier or its Representatives as required hereunder, (b) failure caused by any act or omission of Buyer or its facilities, equipment, hardware or software, (c) changes reasonably deemed to be required by changes in law, technology or the availability of reasonably commercially available products and services, (d) changes otherwise permitted hereunder, (e) failures by third-party service providers not retained by Supplier, or (f) Force Majeure as further provided in Section 10.2.

Section 4.3 No Warranty. EXCEPT AS EXPRESSLY STATED IN THIS TRANSITION SERVICES AGREEMENT OR IN AN APPLICABLE PROJECT STATEMENT, (A) THE SERVICES WILL BE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND (B) SUPPLIER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID SERVICES.

ARTICLE V

PAYMENT FOR SERVICES

Section 5.1 Costs and Charges. Supplier will charge Buyer the allocated cost for the Services as set forth in the attached Project Statements, which may be (i) a fixed fee, and include a mark-up, or (ii) the Variable Allocated Cost of providing the Services, in each case as indicated on the applicable Project Statements.

Section 5.2 Invoices and Payment. Supplier will invoice Buyer either (i) on a monthly basis in arrears with respect to Services priced on a fixed-fee basis or (ii) on a periodic basis with respect to Services priced on the basis of Variable Allocated Costs of providing such Services, as reasonably determined by Supplier. Invoices will be sent in a format and containing a level of detail reasonably sufficient for Buyer to determine the accuracy of the computation of the amount charged and that such amount is being calculated in a manner consistent with this Transition Services Agreement. Reasonable documentation will be provided for all out-of-pocket expenses consistent with Supplier's practices. All amounts will be due and payable within thirty (30) days of the date of invoice; provided, however, that, notwithstanding anything to the contrary in this Section 5.3, with respect to any material purchases identified in a Project Statement or other attachment, such amounts will be due and payable in advance of the date that such Services are provided as set forth therein. Upon Buyer's reasonable request, Supplier will provide explanations, answer questions, and provide additional documentation regarding invoiced amounts. Unless otherwise specifically agreed in writing by the parties hereto, all payments due hereunder will be made by wire transfer of immediately available funds to the account or accounts designated in writing from time to time by Supplier. If Buyer disputes any portion of any invoice, Buyer must notify Supplier in writing of the nature and the basis of the dispute within thirty (30) days after the date of the applicable invoice, after which time Buyer will have waived any rights to dispute such amount; provided, however, that Buyer's dispute as to any portion of any invoice shall in no way affect Buyer's obligation to timely pay any invoiced amount pursuant to this Section 5.3.

Section 5.4 Taxes. In addition to any amounts otherwise payable pursuant to this Transition Services Agreement, Buyer will be responsible for any and all sales, use, excise, services or similar taxes imposed on the provision of goods and services by Supplier or its Representatives to Buyer pursuant to this Transition Services Agreement ("Sales Taxes") and will either (a) remit such Sales Taxes to Supplier (and Supplier will remit the amounts so received to the applicable taxing authority), (b) provide Supplier with a certificate or other proof, reasonably acceptable to Supplier, evidencing an exemption from liability for such Sales Taxes or (c) pay directly or reimburse or indemnify Supplier for such Sales Taxes. For the avoidance of doubt, all amounts under this Transition Services Agreement are expressed exclusive of Sales Taxes. The parties agree to cooperate with each other in determining the extent to which any Sales Tax is due and owing under the circumstances, and will provide and make available to each other any resale certificate, information regarding out of state use of materials, services or sales, and other exemption certificates or information reasonably requested by either party. The parties further agree to work together to structure the provision of the Services in a lawful manner to eliminate or minimize applicable Sales Taxes. For the avoidance of doubt, (i) there shall be no mark-up on any Sales Taxes or other Taxes payable by Buyer under this Transition Services Agreement, and (ii) Buyer shall have no responsibility for any income Taxes of any Supplier attributable or related to any Services.

If Supplier or its Representatives (i) receives any refund (whether by payment, offset, credit or otherwise) or (ii) utilizes any overpayment of Taxes that are borne by Buyer pursuant to this Transition Services Agreement, then Supplier shall promptly pay, or cause to be paid, to Buyer an amount equal to the deficiency or excess, as the case may be, with respect to the amount that Buyer has borne if the amount of such refund or overpayment (including, for the avoidance of doubt, any interest or other amounts received with respect to such refund or overpayment) had been included originally in the determination of the amounts to be borne by Buyer pursuant to this Transition Services Agreement, net of any additional Taxes and costs Supplier incurs or will incur as a result of the receipt of or in obtaining such refund or such overpayment.

Section 5.5 Other Expenses. After the Effective Date, except as otherwise specified in this Transition Services Agreement or a Project Statement, each party hereto will pay its own legal, accounting, out-of-pocket and other expenses incident to this Transition Services Agreement and to any action taken by such party in carrying this Transition Services Agreement into effect.

Section 5.6 Interest Payable on Amounts Past Due. All late payments due under this Transition Services Agreement will bear interest at a rate equal to the prime rate (as published in the Wall Street Journal from time to time) plus three (3) percentage points, from the invoice due date to the date of payment.

Section 5.7 Records. Supplier will keep reasonably detailed records, consistent with past practice, for any expenses that constitute a component upon which the price for Services is determined. Supplier will maintain the records in accordance with its then-current record retention policies. At reasonable intervals during the Term and for two (2) years thereafter, Buyer will, upon no less than five (5) Business Days prior notice, or, if critical, upon reasonable shorter notice under the circumstances, have reasonable access for the review of such records to verify the invoices submitted to Buyer hereunder, notwithstanding the termination of any Project Statement. The costs of all such reviews will be borne by Buyer. The confidentiality provisions in Article IX of this Transition Services Agreement will govern all such reviews by Buyer.

ARTICLE VI

PROPRIETARY RIGHTS

Section 6.1 Equipment. Except with respect to those items of equipment, systems, tools, facilities and other resources allocated to Buyer pursuant to the Separation Agreement, all equipment, systems, tools, facilities and other resources used by Supplier and any of its Affiliates in connection with the provision of Services hereunder will remain the property of Supplier and its Affiliates and, except as otherwise provided in this Transition Services Agreement, will at all times be under the sole direction and control of Supplier and its Affiliates.

Section 6.2 Intellectual Property. To the extent Supplier or its Representatives use any know-how, processes, technology, trade secrets or other intellectual property owned by or licensed to Supplier or any of its Representatives (“IP”) in providing the Services, such IP (other than such IP licensed to Supplier by Buyer or its Affiliates, if any) and any derivative works of, or modifications or improvements to such IP conceived or created as part of the provision of Services (“Improvements”) will, as between the parties, remain the sole property of Supplier unless such Improvements were specifically created for Buyer or its Affiliates pursuant to a specific Service as specifically indicated in the applicable Project Statement. The applicable party will and hereby does assign to the applicable owner designated above, and agrees to assign automatically in the future upon first recordation in a tangible medium or first reduction to practice, all of such party’s right, title and interest in and to all Improvements, if any. All rights not expressly granted herein are reserved. Notwithstanding the foregoing, if there is any conflict between the terms of this Section 6.2, on the one hand, and specific terms of the Separation Agreement or Intellectual Property Agreement, on the other hand, then the terms of the Separation Agreement or Intellectual Property Agreement, as applicable, will prevail.

ARTICLE VII

TERM AND TERMINATION

Section 7.1 Term. Buyer will use commercially reasonable efforts to end its need to use the Services as soon as reasonably practicable after the Effective Date; provided, however, that Supplier will not be required to provide the Services later than the Maximum Transition Period or any earlier applicable Transition Period. This Transition Services Agreement commences on the Effective Date and terminates upon the termination of all Services, unless sooner terminated by the parties in accordance with Section 7.3 (the “Term”); provided, however, that Article V (Payment for Services), Article VI (Proprietary Rights), Article VIII (Indemnity and Damages), Article IX (Confidentiality) and Article X (General) of this Transition Services Agreement shall survive any such termination.

Section 7.2 Termination of a Service.

- (a) Buyer may elect to terminate a Service, in whole or in part, at any time by providing Supplier with written notice indicating the effective date of termination of such Service, which effective date shall be the last day of a given month. The number of days notice in advance of termination provided will be reasonable and in no event shorter than (i) thirty (30) days, (ii) any longer required notice period specified in a Project Statement, and (iii) any greater minimum notice period as may be provided under applicable arrangements with Contractors and of which Buyer is provided notice. Following receipt of such notice (the “Services Termination Notice”), Supplier will provide, not later than fifteen (15) days following Supplier’s receipt of the Services Termination Notice, to Buyer written notice regarding the impact of such termination, including any impact on any other Services. In the event that Buyer still wishes to proceed with termination, then (A) Buyer will provide Supplier with written notice thereof prior to the effective date of termination, (B) the affected Services will terminate effective as of the date of termination, and (C) Supplier will not be liable for any consequences of such termination, whether included in Supplier’s prior notice or otherwise.
- (b) Without prejudice to any other rights or remedies of either party, Supplier or Buyer (the “Non-Breaching Party”) may also elect to terminate one or more Services, in whole or in part, or this Transition Services Agreement and all Services, at any time, upon written notice to the other party, if (i) such other party will have failed to perform any of its material obligations under this Transition Services Agreement relating to one or more Service(s) (including, with respect to Buyer, failure to pay any amount when due hereunder), (ii) the Non-Breaching Party has notified the other party in writing of such failure, and (iii) for a period of thirty (30) days after receipt by the other party of written notice of such failure, such failure will not have been cured.
- (c) A Service will terminate automatically at the end of its applicable Transition Period, or if no Transition Period is specified, at the end of the Maximum Transition Period.

Section 7.3 Termination of Transition Services Agreement. Either party may terminate this Transition Services Agreement and all Services immediately upon written notice to the other party if (a) the other party files for bankruptcy protection or has an involuntary petition for bankruptcy filed against it which is not dismissed within sixty (60) days thereafter, becomes insolvent or generally unable to pay its bills when due, makes an assignment for the benefit of creditors, dissolves or liquidates, has a liquidator or receiver appointed by a court, or is a party of any other similar legal proceedings, if in any such case termination is permitted by applicable law, or (b) there occurs any Change of Control with respect to the other party.

Section 7.4 No Abandonment for Dispute. In the event of a pending Dispute between the parties as to whether Supplier had the right to terminate one or more Services or this Transition Services Agreement and all Services pursuant to Section 7.2(b), Supplier will not have the right to suspend, withhold, interrupt or terminate (and Buyer will continue to pay for) any Service involved in such Dispute, unless and until such Dispute is resolved in a manner which authorizes or orders such suspension, withholding, interruption or termination; provided, however, that the foregoing will in no event require Supplier to provide any (a) requested Services that are not being provided as of the date the Dispute arises or (b) Services beyond the applicable Transition Period or, if no Transition Period is specified, the Maximum Transition Period.

Section 7.5 Costs upon Termination.

- (a) Upon any termination, Buyer will pay all amounts outstanding for Services provided by Supplier or its Contractors. Any termination of Services will be final, and monthly charges will be appropriately prorated to the extent the Transition Services Agreement or any Services are terminated other than on the last day of a given month.
- (b) Upon any termination of Services by Buyer pursuant to Section 7.2(a) or by Supplier pursuant to Section 7.2(b) or Section 7.3, Buyer will be liable for all out-of-pocket costs, stranded costs or other costs incurred by Supplier that are not otherwise recoverable by Supplier in connection with termination or winding up of terminated Services, including (i) costs under third-party contracts for services, software or other items, including breakage fees or termination fees, (ii) costs relating to any of Supplier's employees or other Representatives which are affected by termination of a Service, (iii) fees associated with facilities, hardware or equipment affected by the terminated Service, including fees related to terminated leases, (iv) costs relating to or in connection with the termination of any related or linked Services, and (v) costs of any materials or third-party services that, before notice of termination, Supplier paid for or obligated itself to pay for in connection with providing the Services, if and to the extent that Supplier cannot through reasonable commercial efforts obtain a refund for or terminate its obligation to pay for such materials and services.

Section 7.6 Return of Buyer Data; Return of Materials.

- (a) Upon termination of a Service for any reason, Supplier will promptly provide Buyer with a copy of any Buyer Data relating to such terminated Service (excluding any Buyer Data that has previously been provided to Buyer or that is otherwise already in the possession of Buyer). Such Buyer Data will be provided in its then current form, in an electronic format and media to be reasonably agreed upon by the parties. The foregoing obligation of Supplier is absolute, and Supplier will not be entitled to withhold such Buyer Data for any reason, including due to Buyer's breach of this Transition Services Agreement (provided that if Buyer is in breach of this Transition Services Agreement, then Buyer shall pay Supplier prior to delivery for any reasonable costs incurred by Supplier to comply with its obligation to provide the Buyer Data). Upon providing Buyer with an electronic media copy of the Buyer Data, Supplier will have no further responsibility with respect to such data, including maintaining a backup or archive for Buyer, except as otherwise expressly provided in a Project Statement.
- (b) The parties will, at the disclosing party's request and upon termination of this Transition Services Agreement, use commercially reasonable efforts to, at the disclosing party's election, promptly return to the disclosing party, or destroy and deliver to the disclosing party written confirmation of the destruction of, all documents and materials in tangible or electronic form containing any

Confidential Information in the possession or control of the party to which such information was disclosed. Notwithstanding the foregoing, the parties hereto acknowledge that certain systems utilized by Supplier may not permit the purging or deletion of data, and in such case Supplier shall not be obligated to return or destroy such data pursuant to the preceding sentence and agrees to maintain copies of affected data containing Confidential Information of Buyer for the minimum amount of time permitted by such systems and not to use such Confidential Information for any other purposes.

ARTICLE VIII

INDEMNITY AND DAMAGES

Section 8.1 Limitations of Liability.

- (a) Neither party nor any of its Affiliates will be liable to the other party or any related parties for any special, punitive, consequential, incidental or exemplary damages (including lost or anticipated revenues or profits relating to the same and attorneys' fees) arising from any claim relating to this Transition Services Agreement or any of the Services to be provided under this Transition Services Agreement or the Project Statements, or the performance of or failure to perform such party's obligations under this Transition Services Agreement or the Project Statements, whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise, and regardless of whether such damages are foreseeable or an authorized representative of such party is advised of the possibility or likelihood of such damages.
- (b) The aggregate liability of Supplier arising out of or in connection with this Transition Services Agreement will be limited by each specific Service, such that the aggregate liability of Supplier arising out of or in connection with each specific Service will not exceed an amount equal to the aggregate amount of fees (which fees will exclude any pass-through costs of Contractors) paid or payable to Supplier for such specific Service under this Transition Services Agreement.
- (c) The limitations of liability set forth in this Section 8.1 do not apply to either party's breach of the confidentiality obligations set forth in Article IX or Buyer's indemnification obligations under Section 8.3.

Section 8.2 Mitigation of Damages. The parties will, in all circumstances, use commercially reasonable efforts to mitigate and otherwise minimize damages, whether direct or indirect, due to, resulting from or arising in connection with any failure to comply fully with the obligations under this Transition Services Agreement.

Section 8.3 Buyer Indemnity. Buyer agrees to indemnify, defend and hold Supplier and each of its Representatives and Affiliates harmless against all damages, claims, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) (collectively, "Liabilities") attributable to any third-party claims asserted against Supplier or its Representatives or Affiliates arising from or relating to Supplier's or any of its Representatives' provision of or failure to provide the Services as provided hereunder, except for any third-party claims to the extent Buyer and its Affiliates would be entitled to indemnification with respect thereto pursuant to Section 8.4.

Section 8.4 Supplier Indemnity. Supplier agrees to indemnify, defend and hold Buyer and each of its Affiliates harmless against all Liabilities attributable to any third-party claims asserted against Buyer or its Affiliates arising from or relating to Supplier's or any of its Representatives' provision of or failure to provide the Services as provided hereunder, to the extent arising from or related to the gross negligence, willful misconduct or fraud of Supplier, any of its Representatives or any of its or their respective employees, officers or directors.

Section 8.5 Indemnity Procedure. All claims for indemnification under this Article VIII will be made in accordance with the procedures set forth in Article V of the Separation Agreement.

ARTICLE IX CONFIDENTIALITY

Section 9.1 Confidential Information.

- (a) Each party will, and will cause its CI Recipients that receive Confidential Information to, hold as confidential and not disclose to any other party any information received by such party or its CI Recipients from the other party or its Affiliates under this Transition Services Agreement that relates to the other party's business or that relates to the other party's activities or deliverables under this Transition Services Agreement ("Confidential Information"). "Confidential Information" includes: (i) the Project Statements; (ii) the IP and Improvements; (iii) the Buyer Data; and (iv) any information obtained or reviewed by a party or its CI Recipients in the course of reviewing the other party's records in accordance with this Transition Services Agreement, regardless of whether it is marked as "Confidential."
- (b) "Confidential Information" does not include any information that: (i) is or becomes publicly known, other than as a result of disclosure by the receiving party or its CI Recipients in breach of this Transition Services Agreement; (ii) is known to the receiving party or its CI Recipients before disclosure under this Transition Services Agreement, as documented by business records (and ownership of such information has not been allocated to the disclosing party pursuant to the Separation Agreement); (iii) is disclosed to the receiving party or its CI Recipients by a third party having no obligation of confidentiality to the disclosing party or its Affiliates; or (iv) is independently developed by the receiving party or its CI Recipients without use of or reference to the disclosing party's Confidential Information as documented by reasonable evidence.

Section 9.2 Permissible Disclosure.

- (a) Notwithstanding Section 9.1, each party may disclose the other party's Confidential Information to its CI Recipients who reasonably need to know such information for the purposes of providing or receiving the Services hereunder, as the case may be, and each party and its CI Recipients may (i) disclose the other party's Confidential Information if legally requested or compelled to do so, in accordance with the terms and conditions of Section 9.2(b) below; (ii) disclose the Project Statements as reasonably necessary in connection with efforts to resolve a Dispute; and (iii) disclose the Project Statements to third parties for strategic due diligence purposes if the third party has signed a confidentiality agreement covering the disclosure.
- (b) In the event that either receiving party or any of its CI Recipients is required by law or court, regulatory or governmental order or demand or requested by any court or regulatory or governmental body to disclose any of the Confidential Information, such receiving party agrees that it, to the extent permitted by law, will provide the disclosing party with prompt written notice of such requirement or request so that the disclosing party may seek a protective order or other

appropriate remedy and to cooperate with the disclosing party (at the disclosing party's sole expense) to obtain any such order or remedy. If such protective order or other remedy is not obtained or the disclosing party grants a waiver hereunder, the receiving party or such CI Recipient may furnish only that portion of the Confidential Information which the receiving party or such CI Recipient determines, upon advice of counsel, that it is legally requested or compelled to disclose; provided, however, that the receiving party and its CI Recipients shall use their commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

- (c) The receiving party shall cause all of its CI Recipients to comply with the applicable terms of this Article IX and shall be fully responsible for any and all failures of such CI Recipients to comply with the terms of this Article IX applicable to such CI Recipients.

Section 9.3 Survival of Confidentiality Obligations. The parties' obligations under this Article IX will continue for a period of five (5) years after the termination of this Transition Services Agreement.

ARTICLE X

GENERAL

Section 10.1 Dispute Resolution. Any controversy or claim arising out of or relating to this Transition Services Agreement (a "Dispute"), will be resolved in accordance with the following dispute resolution procedures:

- (a) The parties shall attempt in good faith to resolve the Dispute in the ordinary course of business through (i) personal meetings and/or communications between the Service Managers responsible for the functional area that is the subject of the Dispute and (ii) thereafter, personal meetings and/or communications of the supervisors or managers of such Service Managers; and
- (b) If the informal resolution set forth in clause (a) fails or does not take place within a reasonable time after the Dispute first arises, either party may submit the controversy or claim for resolution in accordance with the dispute resolution procedures set forth in the Separation Agreement.

Section 10.2 Force Majeure. Neither party will be liable for any failure of performance attributable to acts or events (including war, terrorist activities, conditions or events of nature, industry wide supply shortages, civil disturbances, work stoppage, power failures, failure of telephone or data lines and equipment, fire and earthquake, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority) beyond its reasonable control which impair or prevent in whole or in part performance by such party hereunder ("Force Majeure"). If either party is unable to perform its obligations hereunder as a result of a Force Majeure event, it will, as promptly as reasonably practicable, give notice of the occurrence of such event to the other party. If Supplier is unable to perform its obligations hereunder as a result of a Force Majeure event, it will use commercially reasonable efforts to resume the Services at the earliest practicable date; provided, however, that upon any failure of Supplier to provide Services under this Section 10.2, Buyer, in its sole discretion, may terminate its receipt of such Service effective upon notice to Supplier and will not be obligated to pay for Services not performed by Supplier due to an event of Force Majeure. The time for performance of any obligation hereunder (including a Transition Period applicable to a suspended Service, provided that the Transition Period as so extended shall in no event exceed the Maximum Transition Period) shall be automatically extended by the period during which a Force Majeure event shall be continuing.

Section 10.3 Relationship of the Parties. Except as specifically provided herein, neither party will act or represent or hold itself out as having authority to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations. Nothing contained in this Transition Services Agreement will be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this Transition Services Agreement.

Section 10.4 Assignment. Except as otherwise provided in this Transition Services Agreement, including Section 3.3, neither this Transition Services Agreement, any Project Statement, nor any of the rights, interests or obligations of any party under this Transition Services Agreement or any Project Statement shall be assigned, in whole or in part, by operation of law or otherwise, by either of the parties without the prior written consent of the other party. Subject to the foregoing, the provisions of this Transition Services Agreement and the obligations and rights hereunder will inure to the benefit of and be enforceable against each party and their respective successors and permitted assigns.

Section 10.5 Third-Party Beneficiaries. Except as otherwise provided hereunder in Article VIII with respect to indemnification of third parties, nothing contained in this Transition Services Agreement shall be construed to create any third-party beneficiary rights in any individual.

Section 10.6 Entire Agreement; No Reliance; Amendment. This Transition Services Agreement (including all annexes or other attachments) and the Separation Agreement constitute the entire agreement with respect to the subject matter hereof, and any prior agreements, oral or written, are no longer effective. In deciding whether to enter into this Transition Services Agreement, the parties have not relied on any representations, statements, or warranties other than those explicitly contained in this Transition Services Agreement and the Separation Agreement. No amendments or modifications to this Transition Services Agreement or any Project Statement are valid unless in writing, signed by both parties to such agreement.

Section 10.7 Waiver. Except as otherwise provided in Section 5.3, neither party waives any rights under this Transition Services Agreement by delaying or failing to enforce such rights. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 10.8 Notices. All notices or other communications required to be sent or given under this Transition Services Agreement will be in writing and will be delivered personally, by commercial overnight courier, by facsimile or by electronic mail, directed to the addresses set forth below. Notices are deemed properly given as follows: (a) if delivered personally, on the date delivered, (b) if delivered by a commercial overnight courier, one (1) Business Day after such notice is sent, and (c) if delivered by facsimile or electronic mail, on the date of transmission, with confirmation of transmission; provided, however, that if the notice is sent by facsimile or electronic mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a) or (b).

(A) If to New Hertz Holdings:

Hertz Global Holdings, Inc.
8105 Williams Road
Estero, FL 33928
Attention: Richard J. Frecker
Fax: (866) 888-3765
E-mail: rfrecker@hertz.com

(B) If to Herc Holdings:

Herc Holdings, Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134
Attention: Maryann Waryjas
Fax: / () - /
E-mail: mwaryjas@hertz.com

Section 10.9 Counterparts. This Transition Services Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Transition Services Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Transition Services Agreement as to the parties hereto and may be used in lieu of the original Transition Services Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 10.10 Severability. If any provision of this Transition Services Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Transition Services Agreement. Upon such determination that a provision is invalid or unenforceable, the parties will negotiate in good faith to modify this Transition Services Agreement so as to effect the original intent of the parties as closely as possible.

Section 10.11 Interpretation. Unless the context dictates otherwise, references herein to this Transition Services Agreement refer to this Transition Services Agreement together with all effective Project Statements. The headings contained in this Transition Services Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Transition Services Agreement. The provisions of this Transition Services Agreement will be construed according to their fair meaning and neither for nor against either party irrespective of which party caused such provisions to be drafted. The terms "include" and "including" do not limit the preceding terms. Each reference to "\$" or "dollars" is to United States dollars. Each reference to "days" is to calendar days.

Section 10.12 Governing Law. This Transition Services Agreement and all disputes or controversies arising out of or relating to this Transition Services Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

Section 10.13 Precedence. Except as provided in Section 6.2 with respect to ownership of IP and Improvements, (a) if there is any conflict between the terms of this Transition Services Agreement, on the one hand, and specific terms of the Separation Agreement, the Intellectual Property Agreement or any other Ancillary Agreement to the Distribution, on the other hand, then the terms of this Transition Services Agreement will prevail and (b) if there is any conflict between the terms of this Transition Services Agreement, the Separation Agreement, the Intellectual Property Agreement or any other Ancillary Agreement to the Distribution, on the one hand, and specific terms of any Project Statement, on the other hand, the terms of the Project Statement will prevail.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Transition Services Agreement to be executed by their duly authorized representatives.

HERTZ GLOBAL HOLDINGS, INC.

By: _____
Name:
Title:

HERC HOLDINGS INC.

By: _____
Name:
Title:



Project Statement – [] Services
((INSERT BRIEF DESCRIPTION OF SERVICES))

Capitalized terms used in this Annex and not otherwise defined in this Annex shall have the respective meanings ascribed to them in the body of the Transition Services Agreement to which this Annex is attached. All dollars expressed are U.S. Dollars, unless otherwise explicitly noted.

Description of Service:

Supplier, [], will provide [] services to Buyer, [], relating to [].

High Level Service Parameters:

1. <Insert Text here>

Detailed Scope of Services:

1. <Insert Text here>

Supplier Service Manager: <Insert Text here, including full contact information>

Buyer Service Manager: <Insert Text here, including full contact information>

Transition Period: <Insert Text here>

End Date Buyer Solution: <Insert Text here>

Location(s): <Insert Text here>

Required Supplier Capabilities:

1. <Insert Text here>

Required Supplier Resource Role and Support Availability:

1. <Insert Text here>

Required Supplier Hardware and Associated Infrastructure:

1. <Insert Text here>

Allocated Cost Detail: <Insert Text here>

Additional Payment Terms: <Insert Text here>

Additional Terms and Conditions: <Insert Text here>

[NOTE: No Project Statement (other than the initial Project Statements with respect to the Identified Services) will be binding or effective unless signed by both parties to such Project Statement. Signature blocks must be added to Project Statements relating to any Additional Services.]



ANNEX B-1
Project Statement – IT Services
(Management of Vendor Relationship with IBM)

[NOTE TO DRAFT: THIS IS A DRAFT OF THE FIRST PROJECT STATEMENT AND THE OTHERS WILL BE B-2, B-3, B-4 ETC.]

Capitalized terms used in this Annex and not otherwise defined in this Annex shall have the respective meanings ascribed to them in the body of the Transition Services Agreement to which this Annex is attached. All dollars expressed are U.S. Dollars, unless otherwise explicitly noted.

Description of Service:

Supplier, New Hertz Holding, will provide vendor management services to Buyer, Herc Holdings, relating to services provided by IBM pursuant to [describe agreement with IBM].

High Level Service Parameters:

2. Manage vendor relationship with IBM and provide day-to-day service oversight and support
3. Monitor and ensure delivery and quality of all IBM services covered under the service scope of IBM below
4. Manage supplier performance and act as central point of contact, including problem reporting, tracking, resolution and escalation

Detailed Scope of Services:

2. Ongoing help desk services support and ticketing management
3. Provide 24x7x365 help desk services solution for 5,000 number of Herc users across all Herc locations
4. Support for all severity levels (severity 1,2 ,3 and 4 issues) pertaining to following hosted infrastructure and applications environment (but not limited to):
 - a) Oracle EBS, RentalMan and associated databases
 - b) Teradata, Cognos and associated ETL solutions
 - c) SQL DBs and other applications such as Lotus Notes
 - d) Other non-ERP applications on Unix, Linux and Windows platforms

Supplier Service Manager: <Insert Text here, including full contact information>

Buyer Service Manager: <Insert Text here, including full contact information>

Transition Period: <Insert Text here>

End Date Buyer Solution: New help desk service provider to provide help desk support in future state service is required.

Location(s): USA, CANADA, CHINA, KSA [Note: This should describe (1) where the services will be provided from and (2) Buyer locations that will receive the services.]

Required Supplier Capabilities:

- Provide help desk ticketing and issue resolution support
- Break/ fix support

Required Supplier Resource Role and Support Availability:

- 3rd party – Help Desk support analysts (BAU – business hours and on call for priority one issues)

Required Supplier Hardware and Associated Infrastructure:

Criticality rating:	CR1
Issue resolution channel:	IBM Help Desk process

Allocated Cost Detail:

One-time stand-up cost (\$)		One-time wind down cost (\$)		TSA Annual (\$)		End State Run Rate	
Pre Day 1	Post Day 1	Pre Day 1	Post Day 1	Non FTE	FTE (IT)	FTE (non-IT)	(\$)
	\$15,000			300,000	13,000	N/A	

Additional Payment Terms:

Additional payment terms may be applicable pertaining to services/hardware/support provided between HERTZ and Herc. Please write the amount here:

Additional Terms and Conditions: <Insert Text here>

EMPLOYEE MATTERS AGREEMENT

by and between

HERTZ GLOBAL HOLDINGS, INC.

and

HERC HOLDINGS INC.

Dated as of / /, 2016

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EMPLOYEE MATTERS AGREEMENT

THIS EMPLOYEE MATTERS AGREEMENT (this "Agreement"), is entered into as of / /, 2016 by and between Hertz Global Holdings, Inc., a Delaware corporation (f/k/a Hertz Rental Car Holdings Company, Inc., "New Hertz Holdings"), and HERC Holdings Inc., a Delaware corporation (f/k/a Hertz Global Holdings, Inc., "HERC Holdings") (each a "Party" and together, the "Parties").

WHEREAS, New Hertz Holdings and HERC Holdings have entered into a Separation and Distribution Agreement as of / /, 2016, as the same may be amended from time to time (the "Separation Agreement"), pursuant to which Old Hertz Holdings shall separate into two separate publicly traded companies: (i) New Hertz Holdings, which will continue to conduct, directly and through its Subsidiaries, the Car Rental Business, and (ii) HERC Holdings, which will continue to conduct, directly and through its Subsidiaries, the Equipment Rental Business; and distribute to the Record Holders, on a pro rata basis, all the outstanding shares of the New Hertz Holdings Common Stock; and

WHEREAS, the Separation Agreement contemplates the execution and delivery of certain other agreements, including this Agreement, in order to facilitate and provide for the separation of New Hertz Holdings and HERC Holdings.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and in the Separation Agreement, and intending to be legally bound hereby, New Hertz Holdings and HERC Holdings hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Certain Defined Terms.

Unless otherwise defined herein, each capitalized term shall have the meaning specified for such term in the Separation Agreement. As used in this Agreement:

"Benefit Plan" means any plan, program, policy, agreement, arrangement or understanding that is a deferred compensation, executive compensation, incentive bonus or other bonus, employee pension, profit sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation right, restricted stock, restricted stock unit, deferred stock unit, phantom stock, other equity based compensation, severance pay, salary continuation, life, death benefit, health, hospitalization, workers' compensation, sick leave, vacation pay, disability or accident insurance or other employee benefit plan, program, agreement or arrangement, including any "employee benefit plan" (as defined in Section 3(3) of ERISA) (whether or not subject to ERISA) sponsored or maintained by such entity or to which such entity is a party. In addition, no Employment Agreement shall constitute a Benefit Plan for purposes hereof.

“COBRA” means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the regulations promulgated thereunder.

“Employee Records” means all records pertaining to employment, including benefits, eligibility, training history, performance reviews, disciplinary actions, job experience and history and compensation history.

“Employment Agreement” means any individual employment, retention, consulting, change in control, offer letter, severance or other individual compensatory agreement between any New Hertz Holdings Employee, HERC Holdings Employee, or Former Employee, and a member of the Hertz Group or the HERC Holdings Group, including Expatriate Agreements but excluding any Old Hertz Holdings Equity Awards.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Expatriate Agreement” refers to any agreement between any New Hertz Holdings Employee, HERC Holdings Employee, or Former Employee, and a member of the Hertz Group or the HERC Holdings Group, which provides for an expatriate (including any international assignee) contract or arrangement (including agreements and obligations regarding repatriation, relocation, equalization of taxes (including tax filings and obligations for years prior to the Distribution Date) and living standards in the host country).

“Former Old Hertz Holdings Non-Employee Director” means any individual who served as a non-employee member of the Old Hertz Holdings Board prior to the Distribution, but who is neither a HERC Holdings Non-Employee Director nor a New Hertz Holdings Non-Employee Director.

“HERC Holdings Awards” means (i) Adjusted HERC Holdings RSUs, (ii) Adjusted HERC Holdings PSUs, (iii) Adjusted HERC Holdings Options, and (iv) Adjusted HERC Holdings Phantom Shares, collectively provided through the Old Hertz Holdings Equity Plans in accordance with Article IV.

“HERC Holdings Benefit Plan” means (i) any Benefit Plan sponsored or maintained by one or more members of the HERC Holdings Group immediately prior to the Distribution Date, (ii) the HERC Holdings Spinoff Plans, (iii) the HERC Holdings Retained Plans, and (iv) the HERC Holdings EICP.

“HERC Holdings Board” means the board of directors of HERC Holdings.

“HERC Holdings EICP” means The Hertz Corporation 2016 Executive Incentive Compensation Plan (HERC Component).

“HERC Holdings Employee” means an individual who (i) is listed on Schedule 1.01(a), or (ii) to the extent not listed on either Schedule 1.01(a) or Schedule 1.01(b), is employed by HERC or any of its Subsidiaries immediately prior to the Distribution. For

avoidance of doubt, the reference to “HERC or any of its Subsidiaries” in the prior sentence shall not include any entity who is a member of the Hertz Group immediately after the Distribution.

“HERC Holdings Non-Employee Director” means any individual who shall be a non-employee member of the HERC Holdings Board immediately after the Distribution.

“HERC Holdings Price Ratio” means the quotient obtained by dividing the HERC Holdings Stock Value by the Old Hertz Holdings Stock Value.

“HERC Holdings Retained Plans” means the HERC Holdings Retained Welfare Plans and the HERC Holdings Retained Savings Plan.

“HERC Holdings Share” means a share of HERC Holdings Common Stock.

“HERC Holdings Share Ratio” means the quotient obtained by dividing the Old Hertz Holdings Stock Value by the HERC Holdings Stock Value.

“HERC Holdings Spinoff Plans” means the (i) HERC Holdings Spinoff Welfare Plans, (ii) HERC Holdings Spinoff Savings Plan, (iii) HERC Holdings Spinoff Pension Plan, (iv) HERC Holdings Spinoff SISIP, and (v) HERC Holdings Spinoff Non-Qualified Pension Plans.

“HERC Holdings Stock Value” means the closing price per share of HERC Holdings Shares on the New York Stock Exchange for the first Trading Day immediately following the Distribution Date.

“Hertz BEP” means The Hertz Corporation Benefit Equalization Plan, as amended.

“Hertz EICP” means The Hertz Corporation 2016 Executive Incentive Compensation Plan.

“Hertz Non-Qualified Pension Plans” means the (i) Hertz BEP, (ii) Hertz SERP, and (iii) Hertz SERP II.

“Hertz Non-Qualified Retirement Plans” means the (i) Hertz Non-Qualified Pension Plans, and (ii) Hertz SISIP.

“Hertz Pension Plan” means The Hertz Corporation Account Balance Defined Benefit Pension Plan, as amended.

“Hertz Savings Plan” means The Hertz Corporation Income Savings Plan, as amended.

“Hertz SERP” means The Hertz Corporation Supplemental Retirement and Savings Plan, as amended.

“Hertz SERP II” means The Hertz Corporation Supplemental Executive Retirement Plan, as amended.

“Hertz SISP” means The Hertz Corporation Supplemental Income Savings Plan, as amended.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

“New Hertz Holdings Awards” means the (i) New Hertz Holdings Spin RSUs, (ii) New Hertz Holdings Spin PSUs, (iii) New Hertz Holdings Spin Options, and (iv) New Hertz Holdings Spin Phantom Shares, and any other awards to be granted under the New Hertz Holdings Spinoff Equity Plan pursuant to Article IV.

“New Hertz Holdings Benefit Plan” means (i) any Benefit Plan sponsored or maintained by one or more members of the Hertz Group immediately prior to the Distribution Date, and (ii) the New Hertz Holdings Spinoff Plans.

“New Hertz Holdings Board” means the board of directors of New Hertz Holdings.

“New Hertz Holdings Employee” means an individual who (i) is listed on Schedule 1.01(b), or (ii) to the extent not listed on either Schedule 1.01(a) or Schedule 1.01(b), is employed by Hertz or any of its Subsidiaries immediately prior to the Distribution. For avoidance of doubt, the reference to “Hertz or any of its Subsidiaries” in the prior sentence shall not include any entity who is a member of the HERC Holdings Group immediately after the Distribution.

“New Hertz Holdings Non-Employee Director” means any individual who shall be a non-employee member of the New Hertz Holdings Board immediately after the Distribution Date.

“New Hertz Holdings Price Ratio” means the quotient obtained by dividing New Hertz Holdings Stock Value by the Old Hertz Holdings Stock Value.

“New Hertz Holdings Shares” means, following the Distribution, the common stock of New Hertz Holdings.

“New Hertz Holdings Share Ratio” means the quotient obtained by dividing the Old Hertz Holdings Stock Value by the New Hertz Holdings Stock Value.

“New Hertz Holdings Spin Options” means any stock options granted pursuant to the New Hertz Holdings Spinoff Equity Plan in accordance with Section 4.01(c)(ii).

“New Hertz Holdings Spin Phantom Share” means any Phantom Shares granted pursuant to the New Hertz Holdings Spinoff Equity Plan in accordance with Section 4.03(d)(ii).

“New Hertz Holdings Spin PSU” means any PSUs granted pursuant to the New Hertz Holdings Spinoff Equity Plan in accordance with Section 4.03(b)(ii).

“New Hertz Holdings Spin RSU” means any RSUs granted pursuant to the New Hertz Holdings Spinoff Equity Plan in accordance with Section 4.03(a)(ii).

“New Hertz Holdings Spinoff Plans” means the (i) New Hertz Holdings Spinoff ESPP, (ii) New Hertz Holdings Spinoff Equity Plan, and (iii) New Hertz Holdings Spinoff SEBP.

“New Hertz Holdings Stock Value” means the closing price per share of New Hertz Holdings Shares on the New York Stock Exchange for the first Trading Day immediately following the Distribution Date.

“New Hertz Holdings Welfare Plan” means any Welfare Plan sponsored or maintained by one or more members of the Hertz Group as of immediately prior to the Distribution.

“Old Hertz Holdings Board” means the board of directors of Old Hertz Holdings.

“Old Hertz Holdings Equity Awards” means any equity awards granted pursuant to the Old Hertz Holdings Equity Plans.

“Old Hertz Holdings Equity Plans” means the Hertz Global Holdings, Inc. 2008 Omnibus Incentive Plan (which shall be known as the Herc Holdings Inc. 2008 Omnibus Incentive Plan on and after the Distribution), the Hertz Global Holdings, Inc. Stock Incentive Plan (which shall be known as the Herc Holdings Inc. Stock Incentive Plan on and after the Distribution), the Hertz Global Holdings, Inc. Director Stock Incentive Plan (which shall be known as the Herc Holdings Inc. Director Stock Incentive Plan on and after the Distribution), and any other stock-based plan identified by Old Hertz Holdings before the time of the Distribution.

“Old Hertz Holdings ESPP” means The Hertz Global Holdings, Inc. Employee Stock Purchase Plan (which shall be known as the Herc Holdings Inc. Employee Stock Purchase Plan on and after the Distribution).

“Old Hertz Holdings Non-Employee Director” means any non-employee director of Old Hertz Holdings immediately prior to the Distribution.

“Old Hertz Holdings Options” means any stock options granted pursuant to an Old Hertz Holdings Equity Plan.

“Old Hertz Holdings Phantom Share” means any Phantom Share granted pursuant to an Old Hertz Holdings Equity Plan.

“Old Hertz Holdings PSU” means any PSUs granted pursuant to an Old Hertz Holdings Equity Plan.

“Old Hertz Holdings RSU” means any RSUs granted pursuant to an Old Hertz Holdings Equity Plan.

“Old Hertz Holdings SEBP” means the Hertz Global Holdings, Inc. Senior Executive Bonus Plan (which shall be known as the Herc Holdings Inc. Senior Executive Bonus Plan on and after the Distribution).

“Old Hertz Holdings Severance Plan” means the Hertz Global Holdings, Inc. Severance Plan for Senior Executives.

“Old Hertz Holdings Shares” means, prior to the Distribution, the Common Stock of Old Hertz Holdings.

“Old Hertz Holdings Stock Value” means the closing price per share of Old Hertz Holdings Shares (based on “regular way” trading) on the New York Stock Exchange for, if the Distribution Date is on a Trading Day, the Distribution Date or, if the Distribution Date is not on a Trading Day, the last Trading Day immediately prior to the Distribution Date.

“Phantom Share” means a right to receive (i) prior to the Distribution, a share of Old Hertz Holdings Common Stock or (ii) after the Distribution, a share of New Hertz Holdings Common Stock or HERC Holdings Common Stock, as applicable, in the future.

“PSU” means a right to receive (i) prior to the Distribution, a share of Old Hertz Holdings Common Stock or (ii) after the Distribution, a share of New Hertz Holdings Common Stock or HERC Holdings Common Stock, as applicable, in each case if specified performance goals are attained, and subject to applicable restrictions and risk of forfeiture.

“RSU” means a right to receive (i) prior to the Distribution, a share of Old Hertz Holdings Common Stock or (ii) after the Distribution, a share of New Hertz Holdings Common Stock or HERC Holdings Common Stock, as applicable, subject to applicable restrictions and risk of forfeiture.

“Trading Day” means any day on which the New York Stock Exchange is open for the buying and selling of securities.

“Transferred HERC Holdings Individual Agreement” means each Employment Agreement set forth on Schedule 2.05(b).

“Transferred New Hertz Holdings Individual Agreement” means each Employment Agreement set forth on Schedule 2.04(b).

“Welfare Plan” means, where applicable, a “welfare plan” (as defined in Section 3(1) of ERISA) or a “cafeteria plan” under Section 125 of the Code, and any benefits offered thereunder, and any other plan offering health benefits (including medical, prescription drug, dental, vision, and mental health and substance abuse), disability benefits, or life, accidental death and disability, and business travel insurance, pre tax premium conversion benefits, dependent care assistance programs, employee assistance programs, paid time off programs,

contribution funding toward a health savings account, flexible spending accounts, tuition reimbursement or educational assistance programs, or cashable credits, but excluding any severance plans.

“WARN” means the U.S. Worker Adjustment and Retraining Notification Act, as amended, and the regulations promulgated thereunder, and any applicable foreign, state, provincial or local Law equivalent.

“2016 Plan Year” means the fiscal year of a Welfare Plan beginning on July 1, 2016, and ending on June 30, 2017.

The following terms have the meanings set forth in the Sections set forth below:

<u>Definition</u>	<u>Location</u>
“ <u>Adjusted HERC Holdings Option</u> ”	4.03(c)(i)
“ <u>Adjusted HERC Holdings Phantom Share</u> ”	4.03(d)(i)
“ <u>Adjusted HERC Holdings PSU</u> ”	4.03(b)(i)
“ <u>Adjusted HERC Holdings RSU</u> ”	4.03(a)(i)
“ <u>Agreement</u> ”	Preamble
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“ <u>Former New Hertz Holdings Employees</u> ”	3.02(c)
“ <u>Future HERC Holdings LTD Employee</u> ”	5.01(d)(iv)
“ <u>HERC Holdings</u> ”	Preamble
“ <u>HERC Holdings Collective Bargaining Agreements</u> ”	2.06
“ <u>HERC Holdings Insured STD Employee</u> ”	5.01(d)(i)
“ <u>HERC Holdings LTD Employee</u> ”	5.01(d)(iii)
“ <u>HERC Holdings Multiemployer Plans</u> ”	7.04(a)
“ <u>HERC Holdings Retained Savings Plan</u> ”	6.02
“ <u>HERC Holdings Retained Welfare Plans</u> ”	5.02
“ <u>HERC Holdings Self-Insured STD Employee</u> ”	5.01(d)(ii)
“ <u>HERC Holdings Spinoff Non-Qualified Pension Plan Participants</u> ”	8.02(a)
“ <u>HERC Holdings Spinoff Non-Qualified Pension Plans</u> ”	8.02(a)
“ <u>HERC Holdings Spinoff Pension Plan</u> ”	7.01
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“ <u>HERC Holdings Spinoff Savings Plan Beneficiaries</u> ”	6.01(a)
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“ <u>HERC Holdings Spinoff Welfare Participants</u> ”	5.01(a)
“ <u>HERC Holdings Spinoff Welfare Plans</u> ”	5.01(a)
“ <u>Hertz Insured STD Plan</u> ”	5.01(d)(i)
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“ <u>Hertz Savings Plan HERC Holdings Assets</u> ”	6.01(b)
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“ <u>New Hertz Holdings</u> ”	Preamble
“ <u>New Hertz Holdings Collective Bargaining Agreements</u> ”	2.06
“ <u>New Hertz Holdings Director Compensation Deferral Program</u> ”	8.04
“ <u>New Hertz Holdings Multiemployer Plans</u> ”	7.04(b)
“ <u>New Hertz Holdings Spinoff Equity Plan</u> ”	4.02
“ <u>New Hertz Holdings Spinoff ESPP</u> ”	9.02
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“ <u>Party</u> ” or “ <u>Parties</u> ”	Preamble
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“ <u>Requesting Party</u> ”	2.02(b)
“ <u>Separation Agreement</u> ”	Preamble
“ <u>True-Up Amount</u> ”	7.01(a)(ii)
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Article II

GENERAL PRINCIPLES FOR ALLOCATION OF LIABILITIES

Section 2.01 General Principles.

(a) *Acceptance and Assumption of New Hertz Holdings Liabilities.* Except as otherwise specifically set forth in this Agreement, from and after the Distribution Date, New Hertz Holdings or one of its Subsidiaries shall accept, assume (or, as applicable, retain) and faithfully perform, discharge and fulfill all of the following Liabilities of New Hertz Holdings, HERC Holdings or any of their respective Affiliates in accordance with their respective terms (each of which shall be considered a Hertz Liability), regardless of (i) when or where such Liabilities arose or arise, (ii) where or against whom such Liabilities are asserted or determined,

(iii) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of law, willful misconduct, bad faith, fraud or misrepresentation by any member of the Hertz Group or the HERC Holdings Group, as the case may be, or any of their past or present respective directors, officers, employees, or agents, (iv) which entity is named in any action associated with any Liability, and (v) whether the facts on which they are based occurred prior to, on or after the date hereof:

(i) any and all wages, salaries, incentive compensation, equity compensation, commissions, bonuses and any other employee compensation or benefits (including, without limitation, any benefits under education assistance, tuition reimbursement, or relocation programs), each as may be modified by this Agreement, payable to or on behalf of any New Hertz Holdings Employees and Former New Hertz Holdings Employees without regard to when such wages, salaries, incentive compensation, equity compensation, commissions, bonuses or other employee compensation or benefits are or may have been awarded or earned; and

(ii) any and all Liabilities expressly assumed or retained by any member of the Hertz Group pursuant to this Agreement.

(b) *Acceptance and Assumption of HERC Holdings Liabilities*. Except as otherwise specifically set forth in this Agreement, from and after the Distribution Date, HERC Holdings or one of its Subsidiaries shall accept, assume (or, as applicable, retain) and faithfully perform, discharge and fulfill all of the following Liabilities of New Hertz Holdings, HERC Holdings or any of their respective Affiliates in accordance with their respective terms (each of which shall be considered a HERC Holdings Liability), regardless of (i) when or where such Liabilities arose or arise, (ii) where or against whom such Liabilities are asserted or determined, (iii) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of law, willful misconduct, bad faith, fraud or misrepresentation by any member of the Hertz Group or the HERC Holdings Group, as the case may be, or any of their past or present respective directors, officers, employees, or agents, (iv) which entity is named in any action associated with any Liability, and (v) whether the facts on which they are based occurred prior to, on or after the date hereof:

(i) any and all wages, salaries, incentive compensation, equity compensation, commissions, bonuses and any other employee compensation or benefits (including, without limitation, any benefits under education assistance, tuition reimbursement, or relocation programs), each as may be modified by this Agreement, payable to or on behalf of any HERC Holdings Employees and Former HERC Holdings Employees, without regard to when such wages, salaries, incentive compensation, equity compensation, commissions, bonuses or other employee compensation or benefits are or may have been awarded or earned; and

(ii) any and all Liabilities expressly assumed or retained by any member of the HERC Holdings Group pursuant to this Agreement.

(c) *Unaddressed Liabilities.* To the extent that the Parties agree this Agreement does not address particular Liabilities under any Benefit Plan and the Parties later determine that they should be allocated in connection with the Distribution, the Parties shall agree in good faith on the allocation, taking into account the handling of comparable Liabilities under this Agreement.

Section 2.02 Service Credit.

(a) *Service for Eligibility, Vesting and Benefit Purposes.*

(i) Except as otherwise determined by New Hertz Holdings in its discretion, New Hertz Holdings shall cause each member of the Hertz Group to, and shall cause the New Hertz Holdings Benefit Plans to, recognize each New Hertz Holdings Employee's full service with Old Hertz Holdings or any of its Subsidiaries or its respective predecessor entities at or before the Distribution Date, to the same extent that such service was credited by Old Hertz Holdings and its Subsidiaries for similar purposes prior to the Distribution as if such full service had been performed for a member of the Hertz Group, for purposes of eligibility, vesting and determination of level of benefits under any such New Hertz Holdings Benefit Plan.

(ii) Except as otherwise determined by HERC Holdings in its discretion, HERC Holdings shall cause each member of the HERC Holdings Group to, and shall cause the HERC Holdings Benefit Plans to, recognize each HERC Holdings Employee's full service with Old Hertz Holdings or any of its Subsidiaries or its respective predecessor entities at or before the Distribution Date, to the same extent that such service was credited by Old Hertz Holdings and its Subsidiaries for similar purposes prior to the Distribution as if such full service had been performed for a member of the HERC Holdings Group, for purposes of eligibility, vesting and determination of level of benefits under any such HERC Holdings Benefit Plan.

(b) *Evidence of Prior Service.* Notwithstanding anything in this Agreement to the contrary, but subject to applicable Law, upon reasonable request by either Party (the "Requesting Party"), the other Party (the "Providing Party") will provide to the Requesting Party copies of any records available to the Providing Party to document the service, plan participation and membership of former employees of the Providing Party who are then employees of the Requesting Party, and will cooperate with the Requesting Party to resolve any discrepancies or obtain any missing data for purposes of determining benefit eligibility, participation, vesting and calculation of benefits with respect to any such employee.

Section 2.03 Benefit Plans.

(a) *New Hertz Holdings Benefit Plans.*

(i) As of the Distribution Date, except as otherwise expressly provided for in this Agreement, New Hertz Holdings shall, or shall cause one or more members of the Hertz Group to assume, adopt or maintain the New Hertz Holdings Benefit Plans.

(ii) Except as otherwise expressly provided for in this Agreement or in a New Hertz Holdings Benefit Plan, effective as of the Distribution Date, (a) each member of the HERC Holdings Group shall cease to be a participating company or participating employer in any New Hertz Holdings Benefit Plan, (b) each HERC Holdings Employee and Former HERC Holdings Employees shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any New Hertz Holdings Benefit Plan, and (c) New Hertz Holdings will be responsible for all Liabilities under the New Hertz Holdings Benefit Plans.

(b) *HERC Holdings Benefit Plans.*

(i) As of the Distribution Date, except as otherwise expressly provided for in this Agreement, HERC Holdings shall, or shall cause one or more members of the HERC Holdings Group to assume, adopt or maintain the HERC Holdings Benefit Plans.

(ii) Except as otherwise expressly provided for in this Agreement or in a HERC Holdings Benefit Plan, effective as of the Distribution Date, (a) each member of the Hertz Group shall cease to be a participating company or participating employer in any HERC Holdings Benefit Plan, (b) each New Hertz Holdings Employee and Former New Hertz Holdings Employee shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any HERC Holdings Benefit Plan, and (c) HERC Holdings will be responsible for all Liabilities under the HERC Holdings Benefit Plans.

(c) *Information and Operation.* Except as otherwise expressly provided for in this Agreement, each Party shall, and shall cause the applicable members of its Group to, provide the other Party with information describing a Benefit Plan election made by a New Hertz Holdings Employee, HERC Holdings Employee, or Former Employee, as applicable, that may have application to the Requesting Party's Benefit Plan from and after the Distribution Date, and each Party shall use its commercially reasonable efforts to administer its Benefit Plans using those elections (except as otherwise determined by New Hertz Holdings, in its sole discretion, with respect to the New Hertz Holdings Benefit Plans, and HERC Holdings, in its sole discretion, with respect to the HERC Holdings Benefit Plans). Each Party shall, subject to applicable Law, upon reasonable request, provide the other Party and the other Party's respective Affiliates, agents, and vendors all information (including, without limitation, the elections described in the preceding sentence) reasonably necessary to the other Party's operation or administration of its Benefit Plans.

(d) *No Duplication or Acceleration of Benefits.* Notwithstanding anything to the contrary in this Agreement, the Separation Agreement or any Ancillary Agreement, (i) no participant in any New Hertz Holdings Benefit Plan shall receive service credit or benefits to the extent that receipt of such service credit or benefits would result in duplication of benefits provided to such participant by the corresponding HERC Holdings Benefit Plan or any other plan, program or arrangement sponsored or maintained by HERC Holdings or any other member of the HERC Holdings Group, and (ii) no participant in any HERC Holdings Benefit Plan shall receive service credit or benefits to the extent that receipt of such service credit or benefits would

result in duplication of benefits provided to such participant by the corresponding New Hertz Holdings Benefit Plan or any other plan, program or arrangement sponsored or maintained by New Hertz Holdings or any other member of the Hertz Group. Furthermore, unless expressly provided for in this Agreement, the Separation Agreement or in any Ancillary Agreement or required by applicable Law, no provision in this Agreement shall be construed to create any right to accelerate vesting or entitlements under any Benefit Plans sponsored or maintained by New Hertz Holdings, any member of the Hertz Group, HERC Holdings or any member of the HERC Holdings Group on the part of any New Hertz Holdings Employee, HERC Holdings Employee or Former Employee.

(e) *No Expansion of Participation.* Unless otherwise expressly provided in this Agreement, as otherwise determined or agreed to by New Hertz Holdings and HERC Holdings, as required by applicable Law, or as explicitly set forth in (i) a New Hertz Holdings Benefit Plan, a New Hertz Holdings Employee or Former New Hertz Holdings Employee shall be entitled to participate in a New Hertz Holdings Benefit Plan at the Distribution Date only to the extent that such New Hertz Holdings Employee or Former New Hertz Holdings Employee was entitled to participate in the corresponding Benefit Plan as in effect immediately prior to the Distribution Date, or (ii) a HERC Holdings Benefit Plan, a HERC Holdings Employee or Former HERC Holdings Employee shall be entitled to participate in a HERC Holdings Benefit Plan at the Distribution Date only to the extent that such HERC Holdings Employee or Former HERC Holdings Employee was entitled to participate in the corresponding Benefit Plan as in effect immediately prior to the Distribution Date; it being understood that this Agreement does not expand the number of New Hertz Holdings Employees, HERC Holdings Employees, or Former Employees entitled to participate in any New Hertz Holdings Benefit Plan or HERC Holdings Benefit Plan, as applicable, or the participation rights therein that they had prior to the Distribution Date.

(f) *Transition Services.* The Parties acknowledge that the Hertz Group or the HERC Holdings Group may provide administrative services for certain of the other Party's Benefit Plans for a transitional period under the terms of the Transition Services Agreement. The Parties agree to enter into a business associate agreement in connection with such Transition Services Agreement (if required by HIPAA or other applicable health information privacy Laws).

(g) *Beneficiaries.* References to New Hertz Holdings Employees, HERC Holdings Employees, Former Employees, New Hertz Holdings Non-Employee Directors, HERC Holdings Non-Employee Directors and Old Hertz Holdings Non-Employee Directors shall be deemed also to refer to their beneficiaries, dependents, survivors and alternate payees, as applicable.

Section 2.04 New Hertz Holdings Individual Agreements.

(a) *General Principle.* Subject to the other provisions of Section 2.04 and 2.05, effective as of the Distribution, New Hertz Holdings shall, or shall cause one or more members of the Hertz Group to perform, discharge and fulfill all Employment Agreements relating to any New Hertz Holdings Employees or Former New Hertz Holdings Employees.

(b) *Assignment to New Hertz Holdings*. Old Hertz Holdings hereby assigns, and shall cause each other applicable member of the HERC Holdings Group to assign, to New Hertz Holdings or another member of the Hertz Group, as designated by New Hertz Holdings, all Transferred New Hertz Holdings Individual Agreements (and any corporate owned life insurance policy underlying any such agreement), with such assignment to be effective as of or prior to the Distribution Date; provided, however, that to the extent that assignment of any such Transferred New Hertz Holdings Individual Agreement is not permitted by the terms of such agreement or by applicable Law, effective as of the Distribution Date, each member of the Hertz Group shall be considered to be a successor to Old Hertz Holdings and/or the applicable member(s) of the HERC Holdings Group for purposes of, and a third-party beneficiary with respect to, such Transferred New Hertz Holdings Individual Agreement, such that the applicable members of the Hertz Group shall enjoy all of the rights and benefits under such agreement (including rights and benefits as a third-party beneficiary) with respect to the business operations of the Hertz Group.

(c) *Assumption by New Hertz Holdings*. From and after the Distribution Date, New Hertz Holdings shall accept, assume and faithfully perform, discharge and fulfill the Transferred New Hertz Holdings Individual Agreements.

Section 2.05 HERC Holdings Individual Agreements.

(a) *General Principle*. Subject to the other provisions of Section 2.04 and 2.05, effective as of the Distribution, HERC Holdings shall, or shall cause one or more members of the HERC Holdings Group to perform, discharge and fulfill all Employment Agreements relating to any HERC Holdings Employees or Former HERC Holdings Employees.

(b) *Assignment to HERC Holdings*. New Hertz Holdings hereby assigns, and shall cause each other applicable member of the Hertz Group to assign, to HERC Holdings or another member of the HERC Holdings Group, as designated by HERC Holdings, all Transferred HERC Holdings Individual Agreements (and any corporate owned life insurance policy underlying any such agreement), with such assignment to be effective as of or prior the Distribution Date; provided, however, that to the extent that assignment of any such Transferred HERC Holdings Individual Agreement is not permitted by the terms of such agreement or by applicable Law, effective as of the Distribution Date, each member of the HERC Holdings Group shall be considered to be a successor to New Hertz Holdings and/or the applicable member(s) of the Hertz Group for purposes of, and a third-party beneficiary with respect to, such Transferred HERC Holdings Individual Agreement, such that the applicable members of the HERC Holdings Group shall enjoy all of the rights and benefits under such agreement (including rights and benefits as a third-party beneficiary) with respect to the business operations of the HERC Holdings Group.

(c) *Assumption by HERC Holdings*. From and after the Distribution Date, HERC Holdings shall accept, assume and faithfully perform, discharge and fulfill the Transferred HERC Holdings Individual Agreements.

Section 2.06 Collective Bargaining Agreements. Effective as of the Distribution Date, (a) New Hertz Holdings or a member of the Hertz Group will retain or assume each collective

bargaining agreement then in effect covering New Hertz Holdings Employees and Former New Hertz Holdings Employees (the “New Hertz Holdings Collective Bargaining Agreements”), including any obligations thereunder requiring contributions to any multiemployer plan within the meaning of Section 4001(a)(3) of ERISA, and (b) HERC Holdings or a member of the HERC Holdings Group will retain or assume each collective bargaining agreement then in effect covering HERC Holdings Employees and Former HERC Holdings Employees (the “HERC Holdings Collective Bargaining Agreements”), including any obligations thereunder requiring contributions to any multiemployer plan within the meaning of Section 4001(a)(3) of ERISA.

Article III

EMPLOYEES

Section 3.01 Active Employees.

(a) *Hertz Group.* Except as otherwise set forth in this Agreement or as otherwise agreed to by the Parties, effective not later than immediately prior to the Distribution, New Hertz Holdings or a member of the Hertz Group shall have taken such actions as are necessary to ensure that each New Hertz Holdings Employee is employed by a member of the Hertz Group. Each of the Parties agrees to take any action or to execute, and to seek to have the applicable employees execute, such documentation, if any, as may be necessary to reflect such assignments and transfers.

(b) *HERC Holdings Group.* Except as otherwise set forth in this Agreement or as otherwise agreed to by the Parties, effective not later than immediately prior to the Distribution, HERC Holdings or a member of the HERC Holdings Group shall have taken such actions as are necessary to ensure that each HERC Holdings Employee is employed by a member of the HERC Holdings Group. Each of the Parties agrees to take any action or to execute, and to seek to have the applicable employees execute, such documentation, if any, as may be necessary to reflect such assignments and transfers.

(c) *At Will Employment.* Notwithstanding the above or any other provision of this Agreement, nothing in this Agreement shall create any obligation on the part of any member of the Hertz Group or the HERC Holdings Group to continue the employment of any employee for any period of time following the Distribution or to change the employment status of any employee from “at will,” to the extent such employee is an “at will” employee under applicable Law.

(d) *No Severance.* Except as provided under applicable Law, the Distribution and the assignment, transfer or continuation of the employment of employees in connection therewith shall not be deemed a severance or termination of employment of any employee for purposes of any plan, policy, practice or arrangement of any member of the Hertz Group or the HERC Holdings Group.

(e) *Payroll and Related Taxes.* Each of New Hertz Holdings and HERC Holdings shall, and shall cause each of its Subsidiaries, to (i) satisfy all payroll obligations, tax

withholding and reporting obligations, and (ii) furnish a Form W-2 or similar earnings statement, with respect to any current or former employee, to the extent (and for such period) that any current or former employee was employed by the Party at any time during the tax year during which the Distribution occurs. New Hertz Holdings will, to the extent provided in the Transition Services Agreement, provide payroll, tax withholding and reporting services in accordance with the terms of the Transition Services Agreement.

Section 3.02 Former Employees.

(a) *General Principle.* Except as otherwise provided in this Agreement, each former employee of the Hertz Group or the HERC Holdings Group as of the time of the Distribution will be considered a former employee of the business as to which his or her duties were primarily related as of the last day of his or her employment.

(b) *Former HERC Holdings Employees.* Former employees of the HERC Holdings Group as of the time of the Distribution shall be deemed to include all former employees who (i) are listed on Schedule 3.02(b), and (ii) to the extent not listed on either Schedule 3.02(b) or Schedule 3.02(c), had employment duties primarily related to the Equipment Rental Business as of their last day of employment with New Hertz Holdings, HERC Holdings or their respective Affiliates, as applicable (collectively, the “Former HERC Holdings Employees”).

(c) *Former New Hertz Holdings Employees.* Former employees of the Hertz Group as of the time of the Distribution shall be deemed to include all former employees who (i) are listed on Schedule 3.02(c), and (ii) to the extent not listed on either Schedule 3.02(b) or Schedule 3.02(c), had employment duties primarily related to the Car Rental Business as of their last day of employment with New Hertz Holdings, HERC Holdings or their respective Affiliates, as applicable (collectively, the “Former New Hertz Holdings Employees”). For avoidance of doubt, to the extent a former employee is not listed on either Schedule 3.02(b) or Schedule 3.02(c), and such individual had, as of their last day of employment with New Hertz Holdings, HERC Holdings or their respective Affiliates, as applicable, corporate office employment duties that related to both the Car Rental Business and the Equipment Rental Business, then such former employee shall be a Former New Hertz Holdings Employee.

(d) *Former Employees.* Former New Hertz Holdings Employees and Former HERC Holdings Employees are collectively referred to as “Former Employees”.

Section 3.03 Employment Law Obligations.

(a) *General Obligations.* From and after the Distribution, (i) the members of the Hertz Group shall be responsible for adopting and maintaining any policies or practices, and for all other actions and inactions, necessary to comply with employment related laws and requirements relating to the employment of the New Hertz Holdings Employees and the treatment of the Former New Hertz Holdings Employees, and (ii) the members of the HERC Holdings Group shall be responsible for adopting and maintaining any policies or practices, and for all other actions and inactions, necessary to comply with employment related laws and

requirements relating to the employment of the HERC Holdings Employees and the treatment of the Former HERC Holdings Employees.

(b) *WARN Obligations*. The Parties anticipate and expect that neither the Distribution nor the assignment of, transfer of, or any other action concerning, the employment of any employee will result in a loss of employment within the meaning of WARN. Without limiting the scope of the foregoing, after the Distribution, (i) the members of the Hertz Group shall be responsible for providing any necessary WARN notice and satisfying WARN obligations with respect to any termination of employment of any New Hertz Holdings Employee that occurs after the Distribution, and (ii) the members of the HERC Holdings Group shall be responsible for providing any necessary WARN notice and satisfying WARN obligations with respect to any termination of employment of any HERC Holdings Employee that occurs after the Distribution.

(c) *Allocation of Employment Liabilities*. Except as otherwise provided in Section 12.07 or as otherwise specifically provided in this Agreement, (i) the members of the Hertz Group shall be solely liable for, and no member of the HERC Holdings Group shall have any obligation or Liability with respect to, any employment-related claims and Liabilities regarding New Hertz Holdings Employees and Former New Hertz Holdings Employees relating to, arising out of, or resulting from the prospective employment or service, actual employment or service and/or termination of employment or service, in any case, of such individual(s) with New Hertz Holdings, HERC Holdings or any of their respective Affiliates, whether the basis for such claims arose before, as of or after the Distribution Date, and (ii) the members of the HERC Holdings Group shall be solely liable for, and no member of the Hertz Group shall have any obligation or Liability with respect to, any employment-related claims and Liabilities regarding HERC Holdings Employees and Former HERC Holdings Employees relating to, arising out of, or resulting from the prospective employment or service, actual employment or service and/or termination of employment or service, in any case, of such individual(s) with New Hertz Holdings, HERC Holdings or any of their respective Affiliates, whether the basis for such claims arose before, as of, or after the Distribution Date.

Section 3.04 Employee Records.

(a) *Sharing of Records*. To the extent consistent with applicable privacy protection laws or regulations, each Party shall use its best efforts to provide the other Parties with such Employee Records and information as may be necessary or appropriate for such other Party to carry out its obligations under applicable Law, this Agreement, the Separation Agreement or the Transition Services Agreement, or for the purposes of administering its Benefit Plans and policies. Subject to applicable Law, all information and Employee Records regarding employment and personnel matters of (i) New Hertz Holdings Employees and Former New Hertz Holdings Employees shall be accessed, retained, held, used, copied and transmitted after the Distribution by New Hertz Holdings in accordance with all laws and policies relating to the collection, storage, retention, use, transmittal, disclosure and destruction of such records and (ii) HERC Holdings Employees and Former HERC Holdings Employees shall be accessed, retained, held, used, copied and transmitted after the Distribution by HERC Holdings in accordance with all laws and policies relating to the collection, storage, retention, use, transmittal, disclosure and

destruction of such records. Subject to the Transition Services Agreement, the Parties shall reimburse each other for any reasonable costs incurred in copying or transmitting any records requested pursuant to this Section 3.04.

(b) *Access to Records.* Notwithstanding anything in this Agreement to the contrary, New Hertz Holdings shall be entitled to reasonable access to those Employee Records retained by HERC Holdings necessary for New Hertz Holdings' continued administration of any plans or programs (or as otherwise required by applicable Law) on behalf of employees after the Distribution, and HERC Holdings shall be entitled to reasonable access to those Employee Records retained by New Hertz Holdings necessary for HERC Holdings' continued administration of any plans or programs (or as otherwise required by applicable Law) on behalf of employees after the Distribution, provided that, in each case, such access shall be limited to individuals who have a job related need to access such Employee Records. New Hertz Holdings shall be entitled to retain copies of all restrictive covenant agreements with any HERC Holdings Employee or Former HERC Holdings Employee in which New Hertz Holdings has a valid business interest. HERC Holdings shall be entitled to retain copies of all restrictive covenant agreements with any New Hertz Holdings Employee or Former New Hertz Holdings Employee in which HERC Holdings has a valid business interest.

(c) *Maintenance of Employee Records.* With respect to retaining, destroying, transferring, sharing, copying and permitting access to all such information, New Hertz Holdings and HERC Holdings shall each comply with all applicable Laws, regulations and internal policies, and each Party shall indemnify and hold harmless the other Party from and against any and all liability, claims, actions, and damages that arise from a failure (by the indemnifying party or its agents) to so comply with all applicable Laws, regulations and internal policies applicable to such information.

(d) *No Access to Computer Systems.* Except as set forth in the Separation Agreement or the Transition Services Agreement, no provision of this Agreement shall give either Party direct access to the computer systems of the other Party, unless specifically permitted by the owner of such systems.

(e) *Relation to Separation Agreement.* The provisions of this Section 3.04 shall be in addition to, and not in derogation of, the provisions of the Separation Agreement governing Confidential Information and access to and use of employees, information and records.

(f) *Confidentiality.* Except as otherwise set forth in this Agreement, all Employee Records and data relating to employees shall, in each case, be subject to the confidentiality provisions of the Separation Agreement.

(g) *Cooperation.* Each member of the Hertz Group and HERC Holdings Group shall use commercially reasonable efforts to share, retain and maintain data and Employee Records that are necessary or appropriate to further the purposes of this Section 3.04 and for each other to administer their respective Benefit Plans to the extent consistent with this Agreement and applicable Law. Except as provided under the Transition Services Agreement, neither New Hertz

Holdings nor HERC Holdings shall charge the other any fee for such cooperation. The Parties agree to cooperate as long as is reasonably necessary to further the purposes of this Section 3.04.

Section 3.05 No-Hire and Non-Solicitation. Each Party agrees that, for a period of twelve (12) months from the Distribution, such Party shall not hire or solicit for employment any individual who is an employee of the other Party or any member of the other Party's Group; provided, however, that, nothing in this Section 3.05 shall be construed to (i) prohibit the hiring by either Party of any employee of the other Party or any member of the other Party's Group who initiated contact for the purpose of seeking employment without prior contact initiated by any employee or agent of the hiring Party, or (ii) prohibit the hiring of any person who applied for employment with either Party in response to any public advertising medium. For the avoidance of doubt, the restrictions under this Section 3.05 shall not apply to Former Employees whose most recent employment with New Hertz Holdings, HERC Holdings or their respective Affiliates was terminated prior to the Distribution.

Article IV

EQUITY AWARDS

Section 4.01 General Principles.

(a) New Hertz Holdings and HERC Holdings shall take any and all reasonable actions as shall be necessary and appropriate to further the provisions of this Article IV, including, to the extent practicable, providing written notice or similar communication to each individual who holds one or more awards granted under the Old Hertz Holdings Equity Plans informing such individual of (i) the actions contemplated by this Article IV with respect to such awards and (ii) whether (and during what time period) any "blackout" period shall be imposed upon holders of awards granted under the Old Hertz Holdings Equity Plans during which time awards may not be exercised or settled, as the case may be.

(b) No award described in this Article IV, whether outstanding or to be issued, adjusted, substituted, assumed, converted or cancelled by reason of or in connection with the Distribution, shall be issued, adjusted, substituted, assumed, converted or cancelled until in the judgment of the administrator of the applicable plan or program such action is consistent with all applicable Laws, including federal securities Laws. Any period of exercisability will not be extended on account of a period during which such an award is not exercisable pursuant to the preceding sentence.

(c) Notwithstanding anything to the contrary in this Section 4.01, at any time prior to the Distribution, the compensation committee of the Old Hertz Holdings Board (the "Old Hertz Holdings Compensation Committee") may provide for different adjustments with respect to some or all Old Hertz Holdings Equity Awards to the extent that the Old Hertz Holdings Compensation Committee deems such adjustments necessary and appropriate. Any adjustments made by the Old Hertz Holdings Compensation Committee pursuant to the foregoing sentence shall be effective immediately prior to the Distribution (or such other time determined by the Old Hertz Holdings Compensation Committee), and shall be deemed incorporated by reference

herein as if fully set forth below and shall be binding on the Parties and their respective Affiliates.

Section 4.02 Establishment of Equity Incentive Plans. Prior to the Distribution, (a) New Hertz Holdings shall establish an equity incentive plan for the benefit of eligible New Hertz Holdings Employees and New Hertz Holdings Non-Employee Directors that is substantially similar to the Old Hertz Holdings Equity Plans (the “New Hertz Holdings Spinoff Equity Plan”) and (b) thereafter and prior to the Distribution, Old Hertz Holdings, as the sole stockholder of New Hertz Holdings, shall approve the New Hertz Holdings Spinoff Equity Plan.

Section 4.03 Treatment of Outstanding Equity Incentive Awards.

(a) *Old Hertz Holdings RSUs.*

(i) *HERC Holdings Employees, Former HERC Holdings Employees, and HERC Holdings Non-Employee Directors.* Each Old Hertz Holdings RSU that is outstanding as of immediately prior to the Distribution and held by a HERC Holdings Employee, a Former HERC Holdings Employee or a HERC Holdings Non-Employee Director, shall be adjusted by multiplying the number of RSUs subject to such Old Hertz Holdings RSU by the HERC Holdings Share Ratio (each such adjusted Old Hertz Holdings RSU, an “Adjusted HERC Holdings RSU”). If the resulting product includes a fractional RSU, the number of RSUs subject to such Adjusted HERC Holdings RSU shall be rounded down to the nearest whole RSU. Each Adjusted HERC Holdings RSU shall be subject to substantially the same terms and conditions (including, as applicable, with respect to service vesting) immediately after the Distribution as were applicable to the corresponding Old Hertz Holdings RSU immediately prior to the Distribution (except as otherwise provided herein).

(ii) *New Hertz Holdings Employees, Former New Hertz Holdings Employees, and New Hertz Holdings Non-Employee Directors.* Each Old Hertz Holdings RSU that is outstanding as of immediately prior to the Distribution and held by a New Hertz Holdings Employee, a Former New Hertz Holdings Employee or a New Hertz Holdings Non-Employee Director, shall be converted as of the Distribution into an RSU of New Hertz Holdings (each such award, a “New Hertz Holdings Spin RSU”), with the number of RSUs subject to each such New Hertz Holdings Spin RSU to be set at a number equal to the product of (A) the number of RSUs subject to the corresponding Old Hertz Holdings RSU immediately prior to the Distribution multiplied by (B) the New Hertz Holdings Share Ratio, with any fractional RSU rounded down to the nearest whole RSU. Each New Hertz Holdings Spin RSU shall otherwise be subject to substantially the same terms and conditions (including, as applicable, with respect to service vesting) immediately after the Distribution as were applicable to the corresponding Old Hertz Holdings RSU immediately prior to the Distribution (except as otherwise provided herein).

(b) *Old Hertz Holdings PSUs.*

(i) *HERC Holdings Employees and Former HERC Holdings Employees.* Each Old Hertz Holdings PSU that is outstanding as of immediately prior to the Distribution and held by a HERC Holdings Employee or a Former HERC Holdings Employee shall be adjusted by multiplying the number of PSUs subject to such Old Hertz Holdings PSU by the HERC Holdings Share Ratio (each such adjusted Old Hertz Holdings PSU, an “Adjusted HERC Holdings PSU”). If the resulting product includes a fractional PSU, the number of PSUs subject to such Adjusted HERC Holdings PSU shall be rounded down to the nearest whole PSU. The performance goals for such Adjusted HERC Holdings PSUs shall consist of the performance goals applicable to the Old Hertz Holdings PSUs, as adjusted in the manner established by the Old Hertz Holdings Compensation Committee and otherwise in compliance with the Old Hertz Holdings Equity Plans and any applicable award agreement. Subject to the forgoing, each Adjusted HERC Holdings PSU shall be subject to substantially the same terms and conditions (including, as applicable, with respect to service vesting and performance vesting) immediately after the Distribution as were applicable to the corresponding Old Hertz Holdings PSU immediately prior to the Distribution (except as otherwise provided herein).

(ii) *New Hertz Holdings Employees and Former New Hertz Holdings Employees.* Each Old Hertz Holdings PSU that is outstanding as of immediately prior to the Distribution and held by a New Hertz Holdings Employee or a Former New Hertz Holdings Employee shall be converted as of the Distribution into a PSU of New Hertz Holdings (each such award, a “New Hertz Holdings Spin PSU”), with the number of PSUs subject to each such New Hertz Holdings Spin PSU to be set at a number equal to the product of (A) the number of PSUs subject to the corresponding Old Hertz Holdings PSU immediately prior to the Distribution multiplied by (B) the New Hertz Holdings Share Ratio, with any fractional PSU rounded down to the nearest whole PSU. The performance goals for such New Hertz Holdings Spin PSUs shall consist of the performance goals applicable to the Old Hertz Holdings PSUs, as adjusted in the manner established by the Old Hertz Holdings Compensation Committee and otherwise in compliance with the Old Hertz Holdings Equity Plans and any applicable award agreement. Subject to the foregoing, each New Hertz Holdings Spin PSU shall otherwise be subject to substantially the same terms and conditions (including, as applicable, with respect to service vesting and performance vesting) immediately after the Distribution as were applicable to the corresponding Old Hertz Holdings PSU immediately prior to the Distribution (except as otherwise provided herein).

(c) *Old Hertz Holdings Options.*

(i) *HERC Holdings Employees and Former HERC Holdings Employees.* Each Old Hertz Holdings Option that is outstanding as of immediately prior to the Distribution and held by a HERC Holdings Employee or a Former HERC Holdings Employee shall remain an option to purchase HERC Holdings Shares (each such option, an “Adjusted HERC Holdings Option”), with exercise price and the number of HERC Holdings Shares subject to the Adjusted HERC Holdings Option adjusted as follows:

(x) the per-share exercise price of each such Adjusted HERC Holdings Option shall be equal to the product of (A) the per-share exercise price of the corresponding Old Hertz Holdings Option immediately prior to the Distribution multiplied by (B) the HERC Holdings Price Ratio, rounded up to the nearest whole cent; and

(y) the number of HERC Holdings Shares subject to each such Adjusted HERC Holdings Option shall be equal to the product of (A) the number of Old Hertz Holdings Shares subject to the corresponding Old Hertz Holdings Option immediately prior to the Distribution multiplied by (B) the HERC Holdings Share Ratio, with any fractional share rounded down to the nearest whole share.

The performance goals for any such Adjusted HERC Holdings Options that are subject to performance goals shall consist of the performance goals applicable to the Old Hertz Holdings Options, as adjusted in the manner established by the Old Hertz Holdings Compensation Committee and otherwise in compliance with the Old Hertz Holdings Equity Plans and any applicable award agreement. Subject to the foregoing, each Adjusted HERC Holdings Option shall otherwise be subject to substantially the same terms and conditions (including, as applicable, with respect to service vesting and option expiration) immediately after the Distribution as were applicable to the corresponding Old Hertz Holdings Option immediately prior to the Distribution (except as otherwise provided herein).

(ii) *New Hertz Holdings Employees and Former New Hertz Holdings Employees.* Each Old Hertz Holdings Option that is outstanding as of immediately prior to the Distribution and held by a New Hertz Holdings Employee, a Former New Hertz Holdings Employee, a New Hertz Holdings Non-Employee Director, or a Former Old Hertz Holdings Non-Employee Director shall be converted as of the Distribution into an option to purchase New Hertz Holdings Shares (each such option, a “New Hertz Holdings Spin Option”), with the exercise price and the number of New Hertz Holdings Shares subject to the New Hertz Holdings Spin Option adjusted as follows:

(x) the per-share exercise price of each such New Hertz Holdings Spin Option shall be equal to the product of (A) the per-share exercise price of the corresponding Old Hertz Holdings Option immediately prior to the Distribution multiplied by (ii) the New Hertz Holdings Price Ratio, rounded up to the nearest whole cent; and

(y) the number of New Hertz Holdings Shares subject to each such New Hertz Holdings Spin Option shall be equal to the product of (A) the number of Old Hertz Holdings Shares subject to the corresponding Old Hertz Holdings Option immediately prior to the Distribution multiplied by (B) the New Hertz Holdings Share Ratio, with any fractional share rounded down to the nearest whole share.

The performance goals for any such New Hertz Holdings Spin Options that are subject to performance goals shall consist of the performance goals applicable to the Old Hertz Holdings Options, as adjusted in the manner established by the Old Hertz Holdings Compensation Committee and otherwise in compliance with the Old Hertz Holdings Equity Plan and any applicable award agreements. Subject to the foregoing, each New Hertz Holdings Spin Option shall otherwise be subject to substantially the same terms and conditions (including, as applicable, with respect to service vesting and option expiration) immediately after the Distribution as were applicable to the corresponding Old Hertz Holdings Option immediately prior to the Distribution (except as otherwise provided herein).

(d) *Old Hertz Holdings Phantom Shares Held By Non-Employee Directors.*

(i) Each Old Hertz Holdings Phantom Share that is outstanding as of immediately prior to the Distribution and held by a HERC Holdings Non-Employee Director, shall be adjusted by multiplying the number of Phantom Shares subject to such Old Hertz Holdings Phantom Share by the HERC Holdings Share Ratio (each such adjusted Old Hertz Holdings Phantom Share, an “Adjusted HERC Holdings Phantom Share”). If the resulting product includes a fractional Phantom Share, the number of Phantom Shares subject to such Adjusted HERC Holdings Phantom Share shall be rounded down to the nearest whole Phantom Share. Each Adjusted HERC Holdings Phantom Share shall be settled immediately after the Distribution in accordance with its terms.

(ii) Each Old Hertz Holdings Phantom Share that is outstanding as of immediately prior to the Distribution and held by a New Hertz Holdings Non-Employee Director, shall be converted as of the Distribution into a Phantom Share of New Hertz Holdings (each such award, a “New Hertz Holdings Spin Phantom Share”), with the number of Phantom Shares subject to each such New Hertz Holdings Spin Phantom Share to be set at a number equal to the product of (A) the number of Phantom Shares subject to the corresponding Old Hertz Holdings Phantom Share immediately prior to the Distribution multiplied by (B) the New Hertz Holdings Share Ratio, with any fractional Phantom Share rounded down to the nearest whole Phantom Share. Each New Hertz Holdings Spin Phantom Share shall be settled immediately after the Distribution in accordance with its terms.

(e) *Miscellaneous Award Terms.*

(i) For the avoidance of doubt, neither the Separation nor the Distribution shall constitute a termination of employment (or service) for any employee (or non-employee director) for purposes of any New Hertz Holdings Award or any HERC Holdings Award.

(ii) For any New Hertz Holdings Award granted under this Section 4.03, and without limiting Sections 12.10 and 12.11, any reference to a “change in control,” “change of control” or similar definition in an award agreement shall refer to a “Change

of Control” as set forth in the New Hertz Holdings Spinoff Equity Plan (as such definition may be adjusted by the applicable award agreement).

(iii) Nothing in this Agreement shall be construed to limit the Old Hertz Holdings Compensation Committee from equitably adjusting Old Hertz Holdings Equity Awards pursuant to its powers under the Old Hertz Holdings Equity Plans and applicable award agreements.

Section 4.04 Section 16(b) of the Exchange Act. By approving the adoption of this Agreement, the respective Boards of Directors of each of New Hertz Holdings and HERC Holdings intend to exempt from the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, by reason of the application of Rule 16b-3 thereunder, all acquisitions and dispositions of equity incentive awards by directors and officers of each of New Hertz Holdings and HERC Holdings, and the respective Boards of Directors of New Hertz Holdings and HERC Holdings also intend expressly to approve, in respect of any equity-based award, the use of any method for the payment of an exercise price and the satisfaction of any applicable Tax withholding (specifically including the actual or constructive tendering of shares in payment of an exercise price and the withholding of option shares from delivery in satisfaction of applicable Tax withholding requirements) to the extent such method is permitted under the Old Hertz Holdings Equity Plans, New Hertz Holdings Spinoff Equity Plan and any award agreements, as applicable.

Section 4.05 Liabilities for Settlement of Awards. Except as provided for pursuant to Section 4.07, from and after the Distribution (a) New Hertz Holdings (or one or more members of the Hertz Group so designated) shall be responsible for all Liabilities associated with New Hertz Holdings Awards, including any option exercise, share delivery, registration or other obligations related to the exercise, vesting or settlement of the New Hertz Holdings Awards and (b) HERC Holdings shall be responsible for all Liabilities associated with HERC Holdings Awards, including any option exercise, share delivery, registration or other obligations related to the exercise, vesting or settlement of the HERC Holdings Awards.

Section 4.06 Form S-8. Prior to, upon or as soon as reasonably practicable after the Distribution Date and subject to applicable Law, New Hertz Holdings shall prepare and file with the U.S. Securities and Exchange Commission one or more registration statements on Form S-8 (or another appropriate form) registering under the Securities Act of 1933, as amended, the offering of a number of shares of New Hertz Holdings Common Stock at a minimum equal to the number of shares that are or may be subject to New Hertz Holdings Awards. New Hertz Holdings shall use commercially reasonable efforts to cause any such registration statement to be kept effective (and the current status of the prospectus or prospectuses required thereby to be maintained) as long as any New Hertz Holdings Awards remain outstanding.

Section 4.07 Tax Reporting and Withholding for Equity-Based Awards. The HERC Holdings Group will be responsible for all income, payroll, or other tax reporting related to income of HERC Holdings Employees or Former HERC Holdings Employees from equity-based awards, and New Hertz Holdings (or another member of the Hertz Group) will be responsible for all income, payroll, or other tax reporting related to income of New Hertz Holdings Employees

or Former New Hertz Holdings Employees from equity-based awards. Similarly, the HERC Holdings Group will be responsible for all income, payroll, or other tax reporting related to income of HERC Holdings Non-Employee Directors from equity-based awards, and New Hertz Holdings or another member of the Hertz Group will be responsible for all income, payroll, or other tax reporting related to income of New Hertz Holdings Non-Employee Directors from equity-based awards. Further, HERC Holdings (or another member of the HERC Holdings Group) shall be responsible for remitting applicable tax withholdings for HERC Holdings Employees and Former HERC Holdings Employees to each applicable taxing authority, and New Hertz Holdings (or another member of the Hertz Group) shall be responsible for remitting applicable tax withholdings for New Hertz Holdings Employees and Former New Hertz Holdings Employees to each applicable taxing authority.

Section 4.08 Cooperation. Each of the Parties shall properly administer (i) exercises of vested Adjusted HERC Holdings Options and New Hertz Holdings Spin Options, (ii) the vesting and forfeiture of other unvested HERC Holdings Awards and New Hertz Holdings Awards, and (iii) the withholding and reporting requirements with respect to all awards. Each of the Parties shall cooperate with the other to unify and consolidate all indicative data and payroll and employment information on regular timetables and to ensure that each applicable Person's data and records in respect of such awards are correct and updated on a timely basis. The foregoing shall include employment status and information required for vesting and forfeiture of awards and tax withholding/remittance, compliance with trading windows and compliance with the requirements of the Exchange Act and other applicable Laws.

Section 4.09 Old Hertz Holdings Equity Awards in Certain Non-U.S. Jurisdictions. Notwithstanding the provisions of **Section 4.03**, the Parties may mutually agree, in their sole discretion, not to adjust certain outstanding Old Hertz Holdings Equity Awards held by non-U.S. award holders pursuant to the provisions of **Section 4.03**, where those actions would create or trigger adverse legal, accounting or tax consequences for Old Hertz Holdings, HERC Holdings, New Hertz Holdings, and/or the affected non-U.S. award holders. In such circumstances, Old Hertz Holdings, HERC Holdings and/or New Hertz Holdings may take any action necessary or advisable to prevent any such adverse legal, accounting or tax consequences, including, but not limited to, agreeing that the outstanding Old Hertz Holdings Equity Awards of the affected non-U.S. award holders shall terminate in accordance with the terms of the Old Hertz Holdings Equity Plans and the underlying award agreements, in which case New Hertz Holdings, HERC Holdings or Old Hertz Holdings, as applicable, shall equitably compensate the affected non-U.S. award holders in an alternate manner determined by New Hertz Holdings, HERC Holdings, or Old Hertz Holdings, as applicable, in its sole discretion, or apply an alternate adjustment method. Where and to the extent required by applicable Law or tax considerations outside the United States, the adjustments described in this **Section 4.09** shall be deemed to have been effectuated immediately prior to the Distribution.

Article V

CERTAIN U.S. WELFARE BENEFIT MATTERS

Section 5.01 Establishment of HERC Holdings Spinoff Welfare Plans.

(a) On or prior to the first day of the 2016 Plan Year, and subject to Sections 5.01(b) and 5.05, HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, establish and adopt Welfare Plans for the 2016 Plan Year that will provide welfare benefits to each eligible HERC Holdings Employee and Former HERC Holdings Employee who is, as of immediately prior to the first day of the 2016 Plan Year, eligible for or a participant in any of the New Hertz Holdings Welfare Plans (and their eligible spouses and dependents, as the case may be) (the “HERC Holdings Spinoff Welfare Participants”) under terms and conditions that are comparable to the New Hertz Holdings Welfare Plans (the “HERC Holdings Spinoff Welfare Plans”). Subject to any changes made by a HERC Holdings Spinoff Welfare Participant during annual enrollment for the 2016 Plan Year (or as otherwise permitted under the terms of the HERC Holdings Spinoff Welfare Plans), coverage and benefits that were provided under the New Hertz Holdings Welfare Plans shall then be provided to the HERC Holdings Spinoff Welfare Participants on an uninterrupted basis under the newly established HERC Holdings Spinoff Welfare Plans. As of the first day of the 2016 Plan Year, the HERC Holdings Spinoff Welfare Plans shall contain the terms and conditions set by New Hertz Holdings for the HERC Holdings Spinoff Welfare Plans prior to the 2016 Plan Year. HERC Holdings Spinoff Welfare Participants shall cease to be eligible for coverage under the New Hertz Holdings Welfare Plans on and after the first day of the 2016 Plan Year (unless specifically eligible to do so pursuant to the terms of the New Hertz Holdings Welfare Plan, provided that such eligibility shall cease no later than the Distribution). For the avoidance of doubt, HERC Holdings Employees and Former HERC Holdings Employees shall not participate in any New Hertz Holdings Welfare Plans on and after the first day of the 2016 Plan Year (unless specifically eligible to do so pursuant to the terms of the New Hertz Holdings Welfare Plan, provided that such eligibility shall cease no later than the Distribution), and New Hertz Holdings Employees and Former New Hertz Holdings Employees shall not participate in any HERC Holdings Spinoff Welfare Plans at any time (unless specifically eligible to do so pursuant to the terms of the HERC Holdings Spinoff Welfare Plan, provided that such eligibility shall cease no later than the Distribution). From and after the first day of the 2016 Plan Year, the HERC Holdings Group shall be exclusively responsible for all obligations and Liabilities with respect to the HERC Holdings Spinoff Welfare Plans and the Hertz Group shall be exclusively responsible for all obligations and Liabilities with respect to the New Hertz Holdings Welfare Plans. For avoidance of doubt, this Section 5.01 shall be construed and interpreted in the same manner whether the Distribution occurs before, on or after the first day of the 2016 Plan Year; provided, further, that in the event the Distribution occurs on or after the first day of the 2016 Plan Year, references in this Section 5.01 to a “HERC Holdings Employee” or “Former HERC Holdings Employee” shall mean, solely for the period of the 2016 Plan Year prior to the Distribution and solely for the purpose of determining whether an individual is a “HERC Holdings Spinoff Welfare Participant,” any individual who is designated by Old Hertz Holdings as eligible for a HERC Holdings Spinoff Welfare Plan.

(b) Nothing in this Section 5.01 shall prohibit New Hertz Holdings from making coverage or benefit changes affecting the New Hertz Holdings Welfare Plans or the HERC Holdings Spinoff Welfare Plans in connection with the beginning of the 2016 Plan Year, as otherwise determined by New Hertz Holdings prior to such date.

(c) Except as otherwise specifically set forth in this Agreement, New Hertz Holdings (or one or more members of the Hertz Group so designated) shall retain Liability and responsibility in accordance with the applicable New Hertz Holdings Welfare Plan for all reimbursement claims (such as medical and dental claims) for expenses incurred and for all non-reimbursement claims (such as life insurance claims) incurred by participants (and their dependents and beneficiaries), including any HERC Holdings Spinoff Welfare Participants, under such plans prior to the first day of the 2016 Plan Year. HERC Holdings shall retain Liability and responsibility in accordance with the HERC Holdings Spinoff Welfare Plans for all reimbursement claims (such as medical and dental claims) for expenses incurred and for all non-reimbursement claims (such as life insurance claims) incurred by participants (and their dependents and beneficiaries), including HERC Holdings Employees and Former HERC Holdings Employees (and their dependents and beneficiaries), under such plans for the 2016 Plan Year and after. For purposes of this Section 5.01(c), a benefit claim shall be deemed to be incurred when the event giving rise to the benefit under the applicable Welfare Plan has occurred as set forth in the governing plan documents, if it is clear based on the governing documents of both the New Hertz Holdings Welfare Plan and the HERC Holdings Spinoff Welfare Plans which plan should be responsible for the claim or, if not, as follows: (i) health, dental, vision, employee assistance program, and prescription drug benefits (including in respect of any hospital confinement), upon provision of such services, materials or supplies; (ii) life, accidental death and dismemberment and business travel accident insurance benefits, upon the death, or other event giving rise to such benefits and (iii) with respect to short- and long-term disability benefits, upon the date of an individual's onset of disability (subject to Section 5.01(d) below), as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim or expense.

(d) *HERC Holdings Employees on Disability.*

(i) Any HERC Holdings Employee who is on short-term disability leave and receiving insured short-term disability benefits under The Hertz Corporation Short Term Disability Benefits Plan for Non-Exempt Employees (the "Hertz Insured STD Plan") immediately prior to the first day of the 2016 Plan Year (or who incurs a disability prior to the first day of the 2016 Plan Year that thereafter qualifies for insured short-term disability benefits under the Hertz Insured STD Plan) (a "HERC Holdings Insured STD Employee") shall receive or continue to receive benefits under the Hertz Insured STD Plan on and after the first day of the 2016 Plan Year in accordance with the provisions of the Hertz Insured STD Plan. HERC Holdings shall reimburse New Hertz Holdings for any ongoing costs associated therewith with respect to such HERC Holdings Insured STD Employees.

(ii) With respect to any HERC Holdings Employee who is eligible for self-insured short-term disability benefits (salary continuation benefits) immediately prior to the first day of the 2016 Plan Year (a "HERC Holdings Self-Insured STD Employee"), HERC Holdings (or a member of the HERC Holdings Group) will be responsible for continuing to provide such benefits under a HERC Holdings Spinoff Welfare Plan. Such benefits shall be determined in a manner consistent with past practice. For the avoidance

of doubt, any HERC Holdings Self-Insured STD Employees shall be transferred to, and shall receive any short-term disability benefits (salary continuation benefits) to which such HERC Holdings Self-Insured STD Employee is entitled, from HERC Holdings (or a member of the HERC Holdings Group) and New Hertz Holdings shall have no Liability for such benefits.

(iii) Any HERC Holdings Employee or Former HERC Holdings Employee who is on long-term disability leave and receiving insured long-term disability benefits under the Hertz Custom Benefit Program (the “Hertz LTD Plan”) immediately prior to the first day of the 2016 Plan Year (a “HERC Holdings LTD Employee”) shall continue to receive benefits under the Hertz LTD Plan in accordance with the provisions of the Hertz LTD Plan on and after the first day of the 2016 Plan Year. HERC Holdings shall reimburse New Hertz Holdings for any ongoing costs associated therewith with respect to such HERC Holdings LTD Employees.

(iv) The Hertz LTD Plan shall remain responsible for long-term disability benefits for any HERC Holdings Insured STD Employee or HERC Holdings Self-Insured STD Employee who becomes eligible for long-term disability benefits on or after the first day of the 2016 Plan Year, provided that the disability relates to the same condition that began prior to the first day of the 2016 Plan Year and for which short-term disability benefits were paid, and provided further that the HERC Holdings Insured STD Employee or HERC Holdings Self-Insured STD Employee meets the requirements for long-term disability benefits under the Hertz LTD Plan (a “Future HERC Holdings LTD Employee”).

(v) In no event will New Hertz Holdings be obligated to provide any other employment-related benefits (including any Welfare Plan benefits) after the Distribution Date to a HERC Holdings Insured STD Employee, a HERC Holdings Self-Insured STD Employee, a HERC Holdings LTD Employee, or a Future HERC Holdings LTD Employee. Nothing herein shall require New Hertz Holdings or a member of the Hertz Group to offer employment in the event a HERC Holdings Insured STD Employee, a HERC Holdings Self-Insured STD Employee, a HERC Holdings LTD Employee, or a Future HERC Holdings LTD Employee is released to return to work.

(vi) For avoidance of doubt, if any HERC Holdings Insured STD Employee, HERC Holdings LTD Employee or Future HERC Holdings LTD Employee is released to return to work or becomes no longer entitled to receive benefits under the Hertz Insured STD Plan or the Hertz LTD Plan on or after the first day of the 2016 Plan Year, and provided that HERC Holdings is notified of such fact, any employment or return to work obligations shall be the responsibility of HERC Holdings.

(e) *Benefit Elections and Designations.* As of the first day of the 2016 Plan Year, HERC Holdings shall cause the HERC Holdings Spinoff Welfare Plans to recognize and give effect to all elections (including all coverage and contribution elections) made or deemed to be made by each HERC Holdings Spinoff Welfare Participant during annual enrollment for the 2016 Plan Year. Notwithstanding the foregoing, New Hertz Holdings shall transfer and HERC

Holdings shall recognize and give effect to beneficiary designations made by a HERC Holdings Spinoff Welfare Participant, to the extent that such beneficiary designations are (i) on file at the third party administrator of the New Hertz Holdings Welfare Plans prior to the Distribution, or (ii) transferred by New Hertz Holdings to HERC Holdings prior to the Distribution. After the Distribution, and subject to applicable law, New Hertz Holdings shall not be required to maintain paper records of beneficiary designations made before the Distribution by HERC Holdings Spinoff Welfare Plan Participants.

Section 5.02 HERC Holdings Retained Welfare Plans. Prior to the Distribution, HERC Holdings shall, or shall cause a member of the HERC Holdings Group to retain, or to the extent necessary, assume sponsorship of the Welfare Plans listed on Schedule 5.02 (the “HERC Holdings Retained Welfare Plans”). From and after the Distribution, the HERC Holdings Group shall be exclusively responsible for all obligations and Liabilities with respect to the HERC Holdings Retained Welfare Plans, whether accrued before, on or after the time at the Distribution.

Section 5.03 Accrued Paid Time Off, Vacation and Sick Pay.

(a) The HERC Holdings Group shall assume responsibility for accrued vacation and sick pay and any other paid time off, without reduction, attributable to HERC Holdings Employees and Former HERC Holdings Employees (i.e., with respect to Former HERC Holdings Employees, for vacation, sick pay and other paid time off that has been accrued but not cashed out) as of the time of the Distribution. The Hertz Group shall assume responsibility for accrued vacation and sick pay and any other paid time off, without reduction, attributable to New Hertz Holdings Employees and Former New Hertz Holdings Employees (i.e., with respect to Former New Hertz Holdings Employees, for vacation, sick pay and other paid time off that has been accrued but not cashed out) as of the time of the Distribution.

(b) The Distribution and the assignment, transfer, or continuation of the employment of employees in connection therewith shall not be deemed to entitle any employee to payment of any accrued but unused vacation, sick pay, or other paid time off.

Section 5.04 COBRA. HERC Holdings (or one or more members of the HERC Holdings Group so designated) shall assume responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to Former HERC Holdings Employees who, immediately prior to the first day of the 2016 Plan Year, were covered under a New Hertz Holdings Welfare Plan pursuant to COBRA. New Hertz Holdings shall maintain responsibility for compliance with the health care continuation requirements of COBRA with respect to Former New Hertz Holdings Employees who, immediately prior to the first day of the 2016 Plan Year, were covered under a New Hertz Holdings Welfare Plan pursuant to COBRA. The Parties agree that neither the Distribution nor any transfers of employment that occur in connection with and on or prior to the Distribution shall constitute a COBRA qualifying event (as defined in Section 4980B of the Code) for purposes of COBRA; provided, that, in all events, HERC Holdings shall assume, or shall have caused the HERC Holdings Spinoff Welfare Plans or the HERC Holdings Retained Welfare Plans to assume, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to HERC Holdings

Employees who, on or after the first day of the 2016 Plan Year, incur a qualifying event for purposes of COBRA.

Section 5.05 Third Party Vendors. To the extent any New Hertz Holdings Welfare Plan is administered by a third party vendor, New Hertz Holdings and HERC Holdings will cooperate and use their commercially reasonable efforts to “clone” any contract with such third party vendor for HERC Holdings or the applicable member of the HERC Holdings Group and to maintain any pricing discounts or other preferential terms for New Hertz Holdings, HERC Holdings and members of their respective Groups, as applicable. Neither party shall be liable for failure to obtain such cloned contract, pricing discounts or other preferential terms for HERC Holdings or any member of the HERC Holdings Group. Each Party shall be responsible for any additional premiums, charges or administrative fees that such Party may incur pursuant to this Section 5.05.

Section 5.06 Severance.

(a) *General Principle.* New Hertz Holdings (or one or more members of the Hertz Group so designated) shall retain responsibility and all Liabilities for providing (or continuing to provide) any severance payments to New Hertz Holdings Employees and Former New Hertz Holdings Employees on and after the time of the Distribution, and neither HERC Holdings nor any member of the HERC Holdings Group shall have any Liability with respect to such severance payments with respect to Former New Hertz Holdings Employees. HERC Holdings (or one or more members of the HERC Holdings Group so designated) shall retain responsibility and all Liabilities for providing (or continuing to provide) any severance payments to HERC Holdings Employees and Former HERC Holdings Employees on and after the time of the Distribution, and neither New Hertz Holdings nor any member of the Hertz Group shall have any Liability with respect to such severance payments with respect to Former HERC Holdings Employees.

(b) *Old Hertz Holdings Severance Plan.* Old Hertz Holdings hereby assigns, and shall cause each other applicable member of the HERC Holdings Group to assign, to New Hertz Holdings or another member of the Hertz Group, as designated by New Hertz Holdings, the Old Hertz Holdings Severance Plan, with such assignment to be effective as of the Distribution Date. From and after the Distribution Date, New Hertz Holdings shall accept, assume and faithfully perform, discharge and fulfill the obligations of such assumed plan.

Section 5.07 No Restrictions on Amendment or Termination. Notwithstanding anything to the contrary in this Agreement, nothing shall prohibit any member of the Hertz Group or the HERC Holdings Group from amending, modifying or terminating any Welfare Plan, as applicable, in accordance with the terms of such plan.

Section 5.08 Multiemployer Health Plans. On and after the Distribution, (a) New Hertz Holdings shall be exclusively responsible for any contributions to a multiemployer welfare plan pursuant to a New Hertz Holdings Collective Bargaining Agreement, and (b) HERC Holdings shall be exclusively responsible for any contributions to a multiemployer welfare plan pursuant to a HERC Holdings Collective Bargaining Agreement.

Article VI

U.S. DEFINED CONTRIBUTION PLANS

Section 6.01 Establishment of the HERC Holdings Spinoff Savings Plan. HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, establish a defined contribution plan and trust no later than the time of the Distribution for the benefit of HERC Holdings Employees and Former HERC Holdings Employees (the “HERC Holdings Spinoff Savings Plan”). HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, be responsible for taking all necessary steps to establish, maintain, and administer the HERC Holdings Spinoff Savings Plan with the intention that it be qualified under Section 401(a) of the Code and that the related trust thereunder be exempt under Section 501(a) of the Code. HERC Holdings (acting directly or through its Subsidiaries) shall be responsible for any and all Liabilities and other obligations with respect to the HERC Holdings Spinoff Savings Plan.

(a) *Participation in HERC Holdings Spinoff Savings Plan.* Each HERC Holdings Employee and Former HERC Holdings Employee who was an active participant (or eligible to participate) or an inactive participant in the Hertz Savings Plan as of the time of the Distribution (the “HERC Holdings Spinoff Savings Plan Beneficiaries”) shall be eligible to participate in the HERC Holdings Spinoff Saving Plan effective from and after the time of the Distribution (or such earlier date as designated under the HERC Holdings Spinoff Savings Plan). HERC Holdings Employees and Former HERC Holdings Employees shall not make or receive additional contributions under the Hertz Savings Plan on and after the time of the Distribution (or such earlier date as designated under the Hertz Savings Plan).

(b) *Transfer of Hertz Savings Plan Assets.* No later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by the Parties), New Hertz Holdings shall cause the accounts (including any outstanding loan balances) in the Hertz Savings Plan attributable to the HERC Holdings Spinoff Savings Plan Beneficiaries and all of the assets in the Hertz Savings Plan trust related thereto (the “Hertz Savings Plan HERC Holdings Assets”) to be transferred in kind (subject to the consent of the plan administrator of the HERC Holdings Spinoff Savings Plan) or in cash (at the election of the plan administrator of the Hertz Savings Plan) to the HERC Holdings Spinoff Savings Plan, and HERC Holdings shall cause the HERC Holdings Spinoff Savings Plan to accept such transfer of accounts and underlying Hertz Savings Plan HERC Holdings Assets (including any applicable promissory notes) and, effective as of the date of such transfer, to assume all Liabilities of, and to fully perform, pay, and discharge, all obligations of, the Hertz Savings Plan relating to the accounts of the HERC Holdings Spinoff Savings Plan Beneficiaries (to the extent the Hertz Savings Plan HERC Holdings Assets related to those accounts are actually transferred from the Hertz Savings Plan to the HERC Holdings Spinoff Savings Plan). To the extent that certain investment funds will not be replicated in the HERC Holdings Spinoff Savings Plan, any assets invested in such investment funds in the Hertz Savings Plan shall be mapped to new investment funds in the HERC Holdings Spinoff Savings Plan. Notwithstanding any provision to the contrary, the transfer of Hertz Savings Plan HERC

Holdings Assets shall be conducted in accordance with Section 414(l) of the Code, Treasury Regulation Section 1.414(l)-1, and Section 208 of ERISA. New Hertz Holdings shall be responsible for taking all necessary, reasonable and appropriate action so that, as of the date of transfer of the Hertz Savings Plan HERC Holdings Assets and as of any other date relevant for purposes of this Agreement, the Hertz Savings Plan is qualified under Section 401(a) of the Code and the related trust thereunder is exempt under Section 501(a) of the Code. While it is the intent of the Parties that the preceding transfer be effectuated in a single transfer, the Parties may agree that such transfer be effectuated in multiple transfers to the extent administratively necessary, and in each such case, the provisions of this paragraph shall be construed accordingly.

(c) *Continuation of Elections.* As of the time of the Distribution (or such earlier date as designated under the HERC Holdings Spinoff Savings Plan), HERC Holdings (acting directly or through its Subsidiaries) shall take commercially reasonable steps to cause the HERC Holdings Spinoff Savings Plan to recognize and maintain all Hertz Savings Plan elections, including but not limited to, deferral, investment and payment form elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to HERC Holdings Spinoff Savings Plan Beneficiaries, to the extent such election or designation is available under the HERC Holdings Spinoff Savings Plan and may be continued under applicable Law. The HERC Holdings Spinoff Savings Plan shall assume and honor the terms of all qualified domestic relations orders in effect under the Hertz Savings Plan with respect to the HERC Holdings Spinoff Savings Plan Beneficiaries. Prior to the time of the Distribution, New Hertz Holdings shall provide written notice to all individuals anticipated to be HERC Holdings Spinoff Savings Plan Beneficiaries of the intended continuation of such elections. Any deferrals under the HERC Holdings Spinoff Savings Plan with respect to HERC Holdings Spinoff Savings Plan Beneficiaries will begin on the first payroll period following the Distribution Date (or such earlier time as designated by the HERC Holdings Spinoff Savings Plan).

(d) *Regulatory Filings.* HERC Holdings (acting directly or through its Subsidiaries) shall submit an application to the Internal Revenue Service (“IRS”) as soon as practicable after the Distribution (but no later than the last day of the applicable remedial amendment period as defined in applicable Code provisions) requesting a determination letter regarding the qualified status of the HERC Holdings Spinoff Savings Plan under Section 401(a) of the Code and the tax-exempt status of its related trust under Section 501(a) of the Code as of the Distribution Date and shall make any amendments reasonably requested by the IRS to receive such a favorable determination letter. In connection with the transfer of the Hertz Savings Plan HERC Holdings Assets and Liabilities from the Hertz Savings Plan to the HERC Holdings Spinoff Savings Plan contemplated in this Article VI, New Hertz Holdings and HERC Holdings (each acting directly or through its Subsidiaries) shall cooperate in making any and all appropriate filings required by the IRS, or required under the Code, ERISA or any applicable regulations, and shall take all such action as may be necessary and appropriate to cause such plan-to-plan transfer to take place as soon as practicable after the Distribution; provided, however, that HERC Holdings (acting directly or through its Subsidiaries) shall be solely responsible for complying with any requirements and applying for any IRS determination letter with respect to the HERC Holdings Spinoff Savings Plan.

(e) *Plan Fiduciaries.* For all periods, including on and after the Distribution Date, the Parties agree that the applicable fiduciaries of each of the Hertz Savings Plan and the HERC Holdings Spinoff Savings Plan, respectively, shall have the authority with respect to the Hertz Savings Plan and the HERC Holdings Spinoff Savings Plan, respectively, to determine the investment alternatives, the terms and conditions with respect to those investment alternatives and such other matters as are within the scope of their duties under ERISA and the terms of the applicable plan documents.

Section 6.02 Other Savings Plans. As of the Distribution, HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, retain (or assume to the extent necessary) plan sponsorship of the Cinelease, Inc. Employees 401(k) Plan (the “HERC Holdings Retained Savings Plan”), and from and after the Distribution, HERC Holdings (acting directly or through its Subsidiaries) shall be responsible for any and all Liabilities and other obligations with respect to the HERC Holdings Retained Savings Plan, whether accrued before, on or after the time of the Distribution; provided, however, that such plan may be merged into the HERC Holdings Spinoff Savings Plan before, on or after the time of the Distribution, and the foregoing plan sponsorship requirement shall not be applicable in such case for the merged plan thereafter.

Article VII

U.S. DEFINED BENEFIT PLANS

Section 7.01 Establishment of HERC Holdings Spinoff Pension Plan. Effective as of or before the time of the Distribution, HERC Holdings shall establish a pension plan (the “HERC Holdings Spinoff Pension Plan”). HERC Holdings shall be responsible for taking all necessary steps to establish, maintain, and administer the HERC Holdings Spinoff Pension Plan with the intention that it be qualified under Section 401(a) of the Code and that the related trust thereunder be exempt under Section 501(a) of the Code. HERC Holdings (acting directly or through its Subsidiaries) shall be responsible for any and all Liabilities and other obligations with respect to the HERC Holdings Spinoff Pension Plan. The accrued benefit and portion of the Liabilities relating to HERC Holdings Employees and Former HERC Holdings Employees (and their respective beneficiaries and alternate payees) (the “HERC Holdings Spinoff Pension Plan Beneficiaries”) under the Hertz Pension Plan shall be transferred to the HERC Holdings Spinoff Pension Plan as of the Distribution Date (the “Pension Transfer”) in accordance with this **Section 7.01** and Code Section 414(l), Treasury Regulation Section 1.414(1)-1, and ERISA Section 208. At such time, such Liabilities shall cease to be Liabilities of the Hertz Pension Plan.

(a) *Transfer of Hertz Pension Plan Assets and Liabilities.*

(i) New Hertz Holdings or another member of the Hertz Group shall cause its actuary to determine the estimated value, as of the Distribution Date, of the assets to be transferred from the Hertz Pension Plan to the HERC Holdings Spinoff Pension Plan in connection with the Pension Transfer, in accordance with the assumptions and methodologies deemed reasonable by New Hertz Holdings (the “Estimated Pension Plan Transfer Amount”). Within sixty (60) days after the Distribution Date, New Hertz Holdings or a member of the Hertz Group shall cause the Hertz Pension Plan’s trust to

transfer to the HERC Holdings Spinoff Pension Plan's trust an amount in cash or in-kind (as determined by New Hertz Holdings) equal to approximately 95% of the Estimated Pension Plan Transfer Amount. During the time prior to such transfer (and for such time thereafter as the Parties may agree to), benefits for HERC Holdings Spinoff Pension Plan Beneficiaries in pay status shall be paid from the Hertz Pension Plan's trust. As provided in Section 7.01(a)(ii), the Final Pension Plan Transfer Amount shall be reduced by the amount of these benefits paid to a HERC Holdings Spinoff Pension Plan Beneficiary.

(ii) Within nine (9) months (or as otherwise agreed to by the Parties) after the Distribution Date, New Hertz Holdings or another member of the Hertz Group shall cause its actuary to provide HERC Holdings with a revised calculation of the value, as of the Distribution Date, of the assets to be transferred to the HERC Holdings Spinoff Pension Plan's trust in connection with the Pension Transfer, in accordance with the assumptions and methodologies described in Pension Benefit Guaranty Corporation Regulations Sections 4044.51-57 (the "Final Pension Plan Transfer Amount") for the HERC Holdings Spinoff Pension Plan. Within ten (10) months (or as otherwise agreed to by the Parties) after the Distribution Date, New Hertz Holdings or another member of the Hertz Group will cause the Hertz Pension Plan's trust to transfer to the HERC Holdings Spinoff Pension Plan's trust an amount in cash or in kind (as determined by New Hertz Holdings) equal to (a) the Final Pension Plan Transfer Amount, minus (b) any amounts previously transferred from the Hertz Pension Plan (1) directly to the HERC Holdings Spinoff Pension Plan or (2) to a third party (including any HERC Holdings Spinoff Pension Plan Beneficiary) on behalf of the HERC Holdings Spinoff Pension Plan (such amount, the "True-Up Amount"). If the True-Up Amount is a negative number, HERC Holdings or a member of the HERC Holdings Group will cause the HERC Holdings Spinoff Pension Plan to transfer to the Hertz Pension Plan an amount, in cash or in kind (as determined by HERC Holdings), by which the amounts described in clause (b) in the preceding sentence exceed the Final Pension Plan Transfer Amount. The Parties hereto acknowledge that the transfer of the True-Up Amount will be in full settlement and satisfaction of the obligations of New Hertz Holdings and HERC Holdings to transfer assets to the HERC Holdings Spinoff Pension Plan pursuant to this Section 7.01. Any amounts transferred between the Hertz Pension Plan and the HERC Holdings Spinoff Pension Plan pursuant to this Section 7.01, or otherwise to effectuate this Section 7.01, will be credited or debited, as applicable with a pro rata share of the actual investment earnings or losses allocable to the transfer amount for the period between the Distribution Date and an assessment date set by New Hertz Holdings that is as close as reasonably practicable, taking into account the timing and reporting of values of assets in the Hertz Pension Plan, to the applicable transfer date.

(b) *Continuation of Elections and Provisions.*

(i) The HERC Holdings Spinoff Pension Plan shall assume and honor the terms of all qualified domestic relations orders in effect under the Hertz Pension Plan with respect to the HERC Holdings Spinoff Pension Plan Beneficiaries.

(ii) HERC Holdings (or a member of the HERC Holdings Group) will cause the HERC Holdings Spinoff Pension Plan to recognize and maintain all existing elections, including beneficiary designations and payment form elections under the Hertz Pension Plan, with respect to the HERC Holdings Spinoff Pension Plan Beneficiaries who have commenced or completed the retirement process prior to the end of any transitional period for defined benefit pension plan services under the terms of the Transition Services Agreement.

(c) *Tax Qualified Status.* HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, submit an application to the IRS as soon as practicable after the Distribution (but no later than the last day of the applicable remedial amendment period as defined in applicable Code provisions) requesting a determination letter regarding the qualified status of the HERC Holdings Spinoff Pension Plan under Section 401(a) of the Code and the tax-exempt status of its related trust under Section 501(a) of the Code as of the time of the Distribution and shall make any amendments reasonably requested by the IRS to receive such a favorable determination letter.

(d) *Cooperation.* New Hertz Holdings and HERC Holdings (acting directly or through their Subsidiaries) shall, to the extent necessary, file, or supplement, any forms to the IRS, Pension Benefit Guaranty Corporation, or any other Governmental Authority regarding the transfer of assets and Liabilities from the Hertz Pension Plan to the HERC Holdings Spinoff Pension Plan, as described in this Section 7.01.

Section 7.02 Hertz Pension Plan after Distribution. From and after the Distribution, the Hertz Pension Plan shall continue to be responsible for Liabilities in respect of New Hertz Holdings Employees and Former New Hertz Holdings Employees.

Section 7.03 Plan Fiduciaries. For all periods, including on and after the time of the Distribution, the Parties agree that the applicable fiduciaries of each of the Hertz Pension Plan and the HERC Holdings Spinoff Pension Plan, respectively, shall have the authority with respect to the Hertz Pension Plan and the HERC Holdings Spinoff Pension Plan, respectively, to determine the plan investments and such other matters as are within the scope of their duties under ERISA and the terms of the applicable plan documents.

Section 7.04 Multiemployer Pension Plans.

(a) *HERC Holdings Multiemployer Pension Plans.* The plans set forth on Schedule 7.04(a), each a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA, cover HERC Holdings Employees (or Former HERC Holdings Employees) (the “HERC Holdings Multiemployer Plans”). As of the Distribution, HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, retain (or assume to the extent necessary) the collective bargaining agreements which provide for contributions to the HERC Holdings Multiemployer Plans, and neither New Hertz Holdings nor any member of the Hertz Group shall have further Liability thereunder. HERC Holdings or the applicable member of the HERC Holdings Group shall continue after the Distribution to be responsible for any obligations under such collective bargaining agreements requiring contributions to the HERC Holdings

Multiemployer Plans, and shall be solely responsible for any withdrawal liability (including, without limitation, with respect to any Former Employee) arising in connection with any HERC Holdings Multiemployer Plan, and neither New Hertz Holdings nor any member of the Hertz Group shall have any Liability with respect thereto.

(b) *New Hertz Holdings Multiemployer Pension Plans.* The plans set forth on Schedule 7.04(b), each a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA, cover New Hertz Holdings Employees (or Former New Hertz Holdings Employees) (the “New Hertz Holdings Multiemployer Plans”). As of the Distribution, New Hertz Holdings shall, or shall cause another member of the Hertz Group to, retain (or assume to the extent necessary) the collective bargaining agreements which provide for contributions to the New Hertz Holdings Multiemployer Plans, and neither HERC Holdings nor any member of the HERC Holdings Group shall have further Liability thereunder. New Hertz Holdings or the applicable member of the Hertz Group shall continue after the Distribution to be responsible for any obligations under such collective bargaining agreements requiring contributions to the New Hertz Holdings Multiemployer Plans, and shall be solely responsible for any withdrawal liability (including, without limitation, with respect to any Former Employee) arising in connection with any New Hertz Holdings Multiemployer Plan, and neither HERC Holdings nor any member of the HERC Holdings Group shall have any Liability with respect thereto.

Article VIII

U.S. NON-QUALIFIED RETIREMENT PLANS

Section 8.01 Establishment of the HERC Holdings Spinoff SISP.

(a) Prior to the time of the Distribution, HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, establish a non-qualified deferred compensation plan that is substantially comparable to the Hertz SISP (the “HERC Holdings Spinoff SISP”) for the benefit of each HERC Holdings Employee and Former HERC Holdings Employee who is, immediately prior to the Distribution, a participant in the Hertz SISP (“HERC Holdings Spinoff SISP Participant”). HERC Holdings or the applicable member of the HERC Holdings Group shall be responsible for any and all Liabilities and other obligations with respect to the HERC Holdings Spinoff SISP.

(b) As of the time of the Distribution (or such earlier time as designated by the HERC Holdings Spinoff SISP), the Parties shall cause the HERC Holdings Spinoff SISP to assume all Liabilities under the Hertz SISP for the benefits of HERC Holdings Spinoff SISP Participants and their respective beneficiaries, and the Hertz Group and the Hertz SISP shall be relieved of all Liabilities for those benefits. New Hertz Holdings shall retain all Liabilities under the Hertz SISP for the benefits for applicable New Hertz Holdings Employees and Former New Hertz Holdings Employees and their respective beneficiaries and the HERC Holdings Group shall have no Liabilities with respect to those benefits. From and after the Distribution (or such earlier time as designated by the Hertz SISP), HERC Holdings Spinoff SISP Participants shall cease to be participants in the Hertz SISP.

(c) As of the time of the Distribution (or such earlier time as designated by the HERC Holdings Spinoff SISP), HERC Holdings (acting directly or through its Subsidiaries) shall take commercially reasonable steps to cause the HERC Holdings Spinoff SISP to recognize and maintain all Hertz SISP elections with respect to HERC Holdings Spinoff SISP Participants, including but not limited to, deferral, investment and payment form elections, and beneficiary designations, to the extent such election or designation is available under the HERC Holdings Spinoff SISP and may be continued under applicable Law. Any deferrals under the HERC Holdings Spinoff SISP with respect to HERC Holdings Spinoff SISP Participants will begin on the first payroll period following the Distribution Date (or such earlier time as designated by the HERC Holdings Spinoff SISP).

Section 8.02 Establishment of the HERC Holdings Spinoff Non-Qualified Pension Plans.

(a) Prior to the time of the Distribution, HERC Holdings shall, or shall cause another member of the HERC Holdings Group to, establish non-qualified deferred compensation plans that are substantially comparable to the Hertz Non-Qualified Pension Plans (collectively, the “HERC Holdings Spinoff Non-Qualified Pension Plans”) for the benefit of, respectively, each HERC Holdings Employee and Former HERC Holdings Employee who is, immediately prior to the Distribution, a participant in the Hertz Non-Qualified Pension Plans (collectively, the “HERC Holdings Spinoff Non-Qualified Pension Plan Participants”). HERC Holdings or the applicable member of the HERC Holdings Group shall be responsible for any and all Liabilities and other obligations with respect to the HERC Holdings Spinoff Non-Qualified Pension Plans.

(b) As of the time of the Distribution (or such earlier time as designated by the HERC Holdings Spinoff Non-Qualified Pension Plans), the Parties shall cause the HERC Holdings Spinoff Non-Qualified Pension Plans to assume all Liabilities under the Hertz Non-Qualified Pension Plans for the benefit of HERC Holdings Spinoff Non-Qualified Pension Plan Participants and their respective beneficiaries, and the Hertz Group and the Hertz Non-Qualified Pension Plans shall be relieved of all Liabilities for those benefits. New Hertz Holdings or the applicable member of the Hertz Group shall retain all Liabilities under the Hertz Non-Qualified Pension Plans for the benefits for applicable New Hertz Holdings Employees and Former New Hertz Holdings Employees and their respective beneficiaries and the HERC Holdings Group shall have no Liabilities with respect to those benefits. From and after the Distribution (or such earlier time as designated by the Hertz Non-Qualified Pension Plans), HERC Holdings Spinoff Non-Qualified Pension Plan Participants shall cease to be participants in the Hertz Non-Qualified Pension Plans.

(c) As of the time of the Distribution (or such earlier time as designated by the HERC Holdings Spinoff Non-Qualified Pension Plans), HERC Holdings (acting directly or through its Subsidiaries) shall take commercially reasonable steps to cause the HERC Holdings Non-Qualified Pension Plans to recognize and maintain all Hertz Non-Qualified Pension Plan elections with respect to HERC Holdings Spinoff Non-Qualified Pension Plan Participants, including but not limited to, payment form and time elections and beneficiary designations, to

the extent such election or designation is available under the HERC Holdings Spinoff Non-Qualified Pension Plans and may be continued under applicable Law.

Section 8.03 No Distributions on Separation. New Hertz Holdings and HERC Holdings acknowledge that neither the Distribution nor any of the other transactions contemplated by this Agreement, the Separation Agreement or the other Ancillary Agreements will trigger a payment or distribution of benefits under any Hertz Non-Qualified Retirement Plan, the HERC Holdings Spinoff Savings Plan, and any HERC Holdings Spin-off Non-Qualified Pension Plan, for any New Hertz Holdings Employee, HERC Holdings Employee, or Former Employee and, consequently, that the payment or distribution of any benefit to which any New Hertz Holdings Employee, HERC Holdings Employee, or Former Employee is entitled under any such plan will occur upon such individual's "separation from service" (to the extent it has not previously occurred, and to the extent applicable under such plan) from the Hertz Group or the HERC Holdings Group, as applicable, or at such other time as specified in the applicable plan (to the extent distribution is scheduled to occur at a time or upon an event other than a separation from service).

Section 8.04 Director Compensation Deferral Program. At or prior to the time of the Distribution, New Hertz Holdings shall, or shall cause another member of the Hertz Group to, establish a non-qualified deferred compensation program for the benefit of New Hertz Holdings Non-Employee Directors (the "New Hertz Holdings Director Compensation Deferral Program") that is substantially comparable to the non-qualified deferred compensation program maintained by Old Hertz Holdings for the benefit of Old Hertz Holdings Non-Employee Directors (the "Old Hertz Holdings Director Compensation Deferral Program"). As of the time of the Distribution, New Hertz Holdings (acting directly or through its Subsidiaries) shall take commercially reasonable steps to cause the New Hertz Holdings Director Compensation Deferral Program to recognize and maintain all Old Hertz Holdings Director Compensation Deferral Program elections with respect to New Hertz Holdings Non-Employee Directors, including but not limited to, deferral elections, to the extent such election may be continued under applicable Law. New Hertz Holdings or the applicable member of the Hertz Group shall be responsible for any and all Liabilities and other obligations with respect to the New Hertz Holdings Director Compensation Deferral Program, and except as may otherwise be provided herein, HERC Holdings or the applicable member of the HERC Holdings Group shall be responsible for any and all Liabilities and other obligations with respect to the Old Hertz Holdings Director Compensation Deferral Program.

Article IX

EMPLOYEE STOCK PURCHASE PLAN

Section 9.01 The Hertz Global Holdings, Inc. Employee Stock Purchase Plan. HERC Holdings or another member of the HERC Holdings Group shall be solely responsible for maintaining and administering the Old Hertz Holdings ESPP following the Distribution. As of the Distribution Date, each member of the Hertz Group and each New Hertz Holdings Employee

and Former New Hertz Holdings Employee shall cease participation in the Old Hertz Holdings ESPP, except for any options under the Old Hertz Holdings ESPP held by a New Hertz Holdings Employee or Former New Hertz Holdings Employee that remain exercisable after the Distribution pursuant to the terms of the Old Hertz Holdings ESPP and applicable Law.

Section 9.02 Establishment of New Hertz Holdings Employee Stock Purchase Plan. Prior to the time of the Distribution, New Hertz Holdings shall, or shall cause another member of the Hertz Group to, establish an employee stock purchase plan (the “New Hertz Holdings Spinoff ESPP”), with terms and features that are substantially identical to the Old Hertz Holdings ESPP; provided, however, that New Hertz Holdings may delay implementation of (or commencement of participation in) of the New Hertz Holdings Spinoff ESPP in one or more countries to the extent that New Hertz Holdings, in its sole discretion, determines such delay to be necessary or advisable. Prior to the time of the Distribution, Old Hertz Holdings, as the sole stockholder of New Hertz Holdings, shall approve the New Hertz Holdings Spinoff ESPP. New Hertz Holdings or another member of the Hertz Group shall be solely responsible for taking all necessary, reasonable, and appropriate actions to establish, maintain and administer the New Hertz Holdings Spinoff ESPP following the Distribution.

Article X

NON-U.S. EMPLOYEES

Section 10.01 General Principles. Except as explicitly set forth in this Article X, New Hertz Holdings Employees, HERC Holdings Employees and Former Employees who are resident outside of the United States or otherwise are subject to non-U.S. Law and their related benefits and obligations shall be treated in the same manner as the New Hertz Holdings Employees, HERC Holdings Employees and Former Employees who are resident of the United States are treated. Except as otherwise agreed to by the Parties, (i) any non-U.S. Benefit Plan sponsored by New Hertz Holdings (or any member of the Hertz Group) immediately prior to the Distribution shall continue to be sponsored by such entity on and after the Distribution, and such entity shall retain and be solely responsible for all Liabilities and obligations with respect to such non-U.S. Benefit Plan, and (ii) any non-U.S. Benefit Plan sponsored by HERC Holdings (or any member of the HERC Holdings Group) immediately prior to the Distribution shall continue to be sponsored by such entity on and after the Distribution, and such entity shall retain and be solely responsible for all Liabilities and obligations with respect to such non-U.S. Benefit Plan. All actions taken with respect to non-U.S. employees in connection with the Distribution, including with respect to Old Hertz Holdings Equity Awards as set forth in Section 4.09, will be accomplished in accordance with applicable Law and custom in each of the applicable jurisdictions.

Section 10.02 Non-U.S. Plans. As of the Distribution, New Hertz Holdings shall, or shall cause another member of the Hertz Group to, retain (or assume to the extent necessary) plan sponsorship of the Retirement Plan for the Employees of Puerto Ricancars, Inc. and Related Companies Residing in the Commonwealth of Puerto Rico (the “Puerto Rico Pension Plan”) and the Retirement Plan for the Employees of Puerto Ricancars, Inc. and Related Companies Residing in St. Thomas, U.S. Virgin Islands (the “Virgin Islands Pension Plan”), and from and

after the Distribution, New Hertz Holdings (acting directly or through its Subsidiaries) shall be responsible for any and all Liabilities and other obligations with respect to the Puerto Rico Pension Plan and the Virgin Islands Pension Plan, whether accrued before, on or after the time of the Distribution.

Article XI

ANNUAL INCENTIVE PLANS

Section 11.01 Executive Incentive Compensation Plan.

(a) *Hertz EICP*. New Hertz Holdings or another member of the Hertz Group shall be solely responsible for funding, paying, and discharging all obligations relating to the Hertz EICP.

(b) *HERC Holdings EICP*. New Hertz Holdings hereby assigns, and shall cause each other applicable member of the Hertz Group to assign, to HERC Holdings or another member of the HERC Holdings Group, as designated by HERC Holdings, the HERC Holdings EICP, with such assignment to be effective as of the Distribution Date. From and after the Distribution Date, HERC Holdings shall be solely responsible for funding, paying, and discharging all obligations relating to the HERC Holdings EICP.

Section 11.02 Senior Executive Bonus Plan.

(a) Not later than the time of the Distribution, New Hertz Holdings shall, or shall cause another member of the Hertz Group to, take commercially reasonable steps to adopt a plan (or plans) that will provide annual bonus or short-term cash incentive opportunities for New Hertz Holdings Employees that are substantially similar to the opportunities provided to such New Hertz Holdings Employees immediately prior to the Distribution in the Old Hertz Holdings SEBP (the "New Hertz Holdings Spinoff SEBP"), subject to New Hertz Holdings' right to amend or terminate such plan after the Distribution in accordance with the terms thereof.

(b) The New Hertz Holdings Spinoff SEBP shall be approved prior to the time of the Distribution by Old Hertz Holdings to the extent determined necessary by Old Hertz Holdings under Code Section 162(m). New Hertz Holdings Employees shall participate in such New Hertz Holdings Spinoff SEBP (provided the eligibility requirements therein are met) immediately following the Distribution. For avoidance of doubt, with respect to the 2016 performance period, New Hertz Holdings Employees shall not be eligible for any payment from any HERC Holdings annual bonus plan or short-term incentive compensation plan, including the Old Hertz Holdings SEBP, at or after the time of the Distribution.

Section 11.03 General Principles. For the avoidance of doubt, (i) the Hertz Group shall be solely responsible for funding, paying, and discharging all obligations relating to any annual cash incentive awards that any New Hertz Holdings Employee or Former New Hertz Holdings Employee is eligible to receive under any Hertz Group annual bonus plans and other short-term incentive compensation plans, including the Hertz EICP and the New Hertz Holdings Spinoff SEBP, with respect to payments made beginning at or after the time of the Distribution, and no

member of the HERC Holdings Group shall have any obligations with respect thereto, and (ii) the HERC Holdings Group shall be solely responsible for funding, paying, and discharging all obligations relating to any annual cash incentive awards that any HERC Holdings Employee or Former HERC Holdings Employee is eligible to receive under any HERC Holdings Group annual bonus and other short-term incentive compensation plans, including the HERC Holdings EICP and the Old Hertz Holdings SEBP, with respect to payments made beginning at or after the Distribution, and no member of the Hertz Group shall have any obligations with respect thereto.

Article XII

COMPENSATION MATTERS AND GENERAL BENEFIT AND EMPLOYEE MATTERS

Section 12.01 Restrictive Covenants in Employment and Other Agreements. To the fullest extent permitted by the agreements described in this Section 12.01 and applicable Law, (i) New Hertz Holdings shall assign, or cause an applicable member of the Hertz Group to assign (including through notification to employees, as applicable) to HERC Holdings or a member of the HERC Holdings Group designated by HERC Holdings all agreements containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) between a member of the Hertz Group and a HERC Holdings Employee, with such assignment to be effective as of the time of the Distribution, and (ii) HERC Holdings shall assign, or cause an applicable member of the HERC Holdings Group to assign (including through notification to employees, as applicable) to New Hertz Holdings or a member of the Hertz Group designated by New Hertz Holdings all agreements containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) between a member of the HERC Holdings Group and a New Hertz Holdings Employee, with such assignment to be effective as of the time of the Distribution. To the extent that assignment of such agreements is not permitted, effective as of the time of the Distribution, (A) each member of the Hertz Group shall be considered to be a successor to each member of the HERC Holdings Group for purposes of such agreements, with all rights, obligations and benefits under such agreements as if each were a signatory, and (B) each member of the HERC Holdings Group shall be considered to be a successor to each member of the Hertz Group for purposes of such agreements, with all rights, obligations and benefits under such agreements as if each were a signatory. To the extent necessary, each Party shall, at the other Party's request and expense, enforce or seek to enforce such restrictive covenants on behalf of members of the Requesting Party's Group; provided, however, that in no event shall either Party be permitted to enforce such restrictive covenant agreements against the other Party's employees for action taken in their capacity as employees of a member of the other Party's Group.

Section 12.02 Leaves of Absence. New Hertz Holdings and HERC Holdings will continue to apply the appropriate leave of absence policies applicable to inactive New Hertz Holdings Employees and HERC Holdings Employees, as applicable, who are on an approved leave of absence as of the time of the Distribution.

Section 12.03 Workers' Compensation. Except as otherwise set forth herein, the HERC Holdings Group shall be solely responsible for all United States (including its territories) workers' compensation claims of HERC Holdings Employees and Former HERC Holdings Employees, regardless of when the workers' compensation events occur, and the Hertz Group shall be solely responsible for all United States (including its territories) workers' compensation claims of New Hertz Holdings Employees and Former New Hertz Holdings Employees, regardless of when the workers' compensation events occur.

Section 12.04 Unemployment Compensation. Effective as of the time of the Distribution, the member of the Hertz Group employing each New Hertz Holdings Employee shall have (and, to the extent it has not previously had such obligations, such member of the Hertz Group shall assume) the obligations for all claims and Liabilities relating to unemployment compensation benefits for all New Hertz Holdings Employees and Former New Hertz Holdings Employees. Effective as of the time of the Distribution, the member of the HERC Holdings Group employing each HERC Holdings Employee shall have (and, to the extent it has not previously had such obligations, such member of the HERC Holdings Group shall assume) the obligations for all claims and Liabilities relating to unemployment compensation benefits for all HERC Holdings Employees and Former HERC Holdings Employees.

Section 12.05 Preservation of Rights to Amend. The rights of New Hertz Holdings, HERC Holdings or the members of their respective Groups to amend or terminate any plan, program, or policy referred to herein shall not be limited in any way by this Agreement.

Section 12.06 Confidentiality. Each Party agrees that any information conveyed or otherwise received by or on behalf of a Party in conjunction herewith is confidential and is subject to the terms of the confidentiality provisions set forth in the Separation Agreement.

Section 12.07 Administrative Complaints/Litigation.

(a) *Class Actions.* To the extent that any threatened or filed legal action relates to a putative or certified class of plaintiffs, which includes both New Hertz Holdings Employees (or Former New Hertz Holdings Employees) and HERC Holdings Employees (or Former HERC Holdings Employees) and such action involves employment or Benefit Plan related claims, the Liability for, and the reasonable costs and expenses incurred by the Parties in responding to, such threatened or filed legal action shall be allocated among the Parties equitably in proportion to a reasonable assessment of the relative proportion of New Hertz Holdings Employees (or Former New Hertz Holdings Employees) and HERC Holdings Employees (or Former HERC Holdings Employees) included in or represented by the putative or certified plaintiff class.

(b) *Corporate Office Former New Hertz Holdings Employees.* To the extent that any legal action, including without limitation an action described in Section 12.07(a), is brought by a Former New Hertz Holdings Employee who had, as of their last day of employment with New Hertz Holdings, HERC Holdings or their respective Affiliates, as applicable, corporate office employment duties that related to both the Car Rental Business and the Equipment Rental Business (a "Former New Hertz Holdings Corporate Office Employee"), and such action involves employment related claims, including without limitation a claim related to the

separation of employment or workers' compensation claim, or the provision of services to or with respect to the business activities of a Party, (i) New Hertz Holdings shall be responsible for the Liability for such claim, together with the reasonable costs and expenses incurred in responding to such claim, if, as of the last day of employment, the Former New Hertz Holdings Corporate Office Employee performed the majority of his service for the benefit of the Car Rental Business, and (ii) HERC Holdings shall be responsible for the Liability for such claim, together with the reasonable costs and expenses incurred in responding to such claim, if, of the last day of employment, the Former New Hertz Holdings Corporate Office Employee performed the majority of his service for the benefit of the Equipment Rental Business.

(c) The procedures contained in the indemnification and related litigation cooperation provisions of the Separation Agreement shall apply with respect to each Party's indemnification obligations under this Section 12.07.

Section 12.08 Reimbursement and Indemnification. To the extent provided for under this Agreement, each Party agrees to reimburse the other Party, within thirty (30) days of receipt from the other Party of reasonable verification, for all costs and expenses which the other Party has incurred on behalf of the reimbursing Party as a result of any of the reimbursing Party's Welfare Plans and other Benefit Plans. All Liabilities retained, assumed, or indemnified against by New Hertz Holdings pursuant to this Agreement, and all Liabilities retained, assumed, or indemnified against by HERC Holdings pursuant to this Agreement, shall in each case be subject to the indemnification provisions of the Separation Agreement. Notwithstanding anything to the contrary set forth in this Agreement, (i) no provision of this Agreement shall require any member of the Hertz Group to pay or reimburse to any member of the HERC Holdings Group any benefit related cost item that a member of the Hertz Group has paid or reimbursed to any member of the HERC Holdings Group prior to the time of the Distribution; and (ii) no provision of this Agreement shall require any member of the HERC Holdings Group to pay or reimburse to any member of the Hertz Group any benefit related cost item that a member of the HERC Holdings Group has paid or reimbursed to any member of the Hertz Group prior to the time of the Distribution.

Section 12.09 Fiduciary Matters. Each Party acknowledges that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good faith determination (as supported by advice from counsel experienced in such matters) that to do so would violate any such fiduciary duty or standard. Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party for any Liabilities caused by the failure to satisfy any such responsibility.

Section 12.10 Subsequent Transfers of Employment. To the extent that the employment of any individual transfers between any member of the Hertz Group and any member of the HERC Holdings Group during the six (6) month period following the Distribution, the Parties shall use their reasonable efforts to effect the provisions of this Agreement with respect to the

compensation and benefits of such individuals following such transfer, it being understood that (a) it may not be possible to replicate the effect of such provisions under such circumstance, and (b) neither New Hertz Holdings nor HERC Holdings shall be bound by the provisions of this Section 12.10 to assume any Liabilities or transfer any Assets or to vest any current equity awards of such individual or to issue any replacement or new equity awards to such individual. Notwithstanding the foregoing, for compensation that is subject to the provisions of Section 409A of the Code, or for equity awards, any such subsequent transfer shall be a “separation from service” from the applicable employer for purposes of such compensation and awards, and the consequences of such separation from service shall be determined in accordance with the terms of the applicable plan or agreement.

Section 12.11 Section 409A. New Hertz Holdings and HERC Holdings shall cooperate in good faith so that the transactions contemplated by this Agreement and the Separation Agreement will not result in adverse tax consequences under Section 409A of the Code to any New Hertz Holdings Employee, New Hertz Holdings Non-Employee Director, HERC Holdings Employee, HERC Holdings Non-Employee Director, Former Employee, or Old Hertz Holdings Non-Employee Director, in respect of their respective benefits under any Benefit Plan or Employment Agreement.

Section 12.12 Post Retirement Assigned Car Benefit. New Hertz Holdings or another member of the Hertz Group shall retain and be solely responsible for maintaining and administering the Key Officer – Post Retirement Assigned Car Benefit following the Distribution, subject to New Hertz Holdings’ right to amend or terminate such benefit after the Distribution in accordance with the terms thereof.

Article XIII

MISCELLANEOUS

Section 13.01 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement will be resolved in accordance with the dispute resolution procedures set forth in the Separation Agreement.

Section 13.02 Force Majeure. Neither Party will be liable for any failure of performance attributable to acts or events (including war, terrorist activities, conditions or events of nature, industry wide supply shortages, civil disturbances, work stoppage, power failures, failure of telephone lines and equipment, fire and earthquake, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority) beyond its reasonable control which impair or prevent in whole or in part performance by such party hereunder (“Force Majeure”). If either party is unable to perform its obligations hereunder as a result of a Force Majeure event, it will, as promptly as reasonably practicable, give notice of the occurrence of such event to the other Party. The time for performance of any obligation hereunder shall be automatically extended by the period during which a Force Majeure event shall be continuing.

Section 13.03 Relationship of the Parties. Except as specifically provided herein, neither Party will act or represent or hold itself out as having authority to act as an agent or partner of the

other Party, or in any way bind or commit the other Party to any obligations. Nothing contained in this Agreement will be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement.

Section 13.04 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any Party without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void; provided, however, that if any Party (or any of its successors or permitted assigns) (a) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (b) shall transfer all or substantially all of its properties and/or Assets to any Person, then, and in each such case, the Party (or its successors or permitted assigns, as applicable) shall ensure that such Person assumes all of the obligations of such Party (or its successors or permitted assigns, as applicable) under this Agreement, in which case the consent described in the previous sentence shall not be required; provided, further, that no permitted assignment pursuant to this Section 13.04 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 13.05 Third Party Beneficiaries. Except as specifically provided herein, this Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 13.06 Entire Agreement; No Reliance; Amendment. This Agreement (including all Schedules or other attachments), the Separation Agreement and any other ancillary agreements related to the Separation Agreement constitute the entire agreement with respect to the subject matter hereof, and any prior agreements, oral or written, are no longer effective. In deciding whether to enter into this Agreement, the Parties have not relied on any representations, statements, or warranties other than those explicitly contained in this Agreement and the Separation Agreement. No amendments or modifications to this Agreement are valid unless in writing, signed by both Parties. Irrespective of anything else contained herein, the Parties do not intend for this Agreement to constitute the establishment or adoption of, or amendment to, any Benefit Plan or Employment Agreement, and no Person participating in any such Benefit Plan shall have any claim or cause of action, under ERISA or otherwise, in respect of any provision of this Agreement as it relates to any such Benefit Plan, Employment Agreement or otherwise.

Section 13.07 Waiver Except as otherwise provided in this Agreement or the Separation Agreement, neither Party waives any rights under this Agreement by delaying or failing to enforce such rights. No waiver by any Party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

Section 13.08 Notices. All notices or other communications required to be sent or given under this Agreement will be in writing and will be delivered personally, by commercial

overnight courier, by facsimile or by electronic mail, directed to the addresses set forth below. Notices are deemed properly given as follows: (a) if delivered personally, on the date delivered, (b) if delivered by a commercial overnight courier, one (1) Business Day after such notice is sent, and (c) if delivered by facsimile or electronic mail, on the date of transmission, with confirmation of transmission; provided, however, that if the notice is sent by facsimile or electronic mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a) or (b):

(a) if to New Hertz Holdings:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, FL 33928
Attention: Richard J. Frecker
Fax: (866) 888-3765
E-mail: rfrecker@hertz.com

(b) if to HERC Holdings:

HERC Holdings, Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134
Attention: Maryann Waryjas
Fax: /(__) __ - ____/
E-mail: mwaryjas@hertz.com

Section 13.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 13.10 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement. Upon such determination that a provision is invalid or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

Section 13.11 Interpretation. When a reference is made in this Agreement to a Section, Article or Schedule, such reference shall be to a Section, Article or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any

Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement or the Separation Agreement. All Schedules annexed hereto or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in this Agreement. The provisions of this Agreement will be construed according to their fair meaning and neither for nor against either Party irrespective of which Party caused such provisions to be drafted. The terms “include” and “including” do not limit the preceding terms. Each reference to “\$” or “dollars” is to United States dollars. Each reference to “days” is to calendar days. Any action to be taken by the board of directors of a Party may be taken by a committee of the board of directors of such Party if properly delegated by the board of directors of a Party to such committee.

Section 13.12 Limitation of Liability. No member of the Hertz Group or the HERC Holdings Group shall be liable to any member of the HERC Holdings Group or the Hertz Group, respectively, for any special, punitive, consequential, incidental or exemplary damages (including lost or anticipated revenues or profits relating to the same and attorneys’ fees) arising from any claim relating to this Agreement or the performance of or failure to perform such Party’s obligations under this Agreement, whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise, and regardless of whether such damages are foreseeable or an authorized representative of such party is advised of the possibility or likelihood of such damages.

Section 13.13 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

Section 13.14 Precedence. If there is any conflict between the provisions of the Separation Agreement and this Agreement, the provisions of this Agreement shall control with respect to the subject matter hereof; if there is any conflict between the provisions of the body of this Agreement and the Schedules hereto, the provisions of the body of this Agreement shall control unless explicitly stated otherwise in such Schedule.

Section 13.15 Tax Matters. Notwithstanding anything in this Agreement to the contrary, except for those tax matters specifically addressed herein, the Tax Matters Agreement will be the exclusive agreement among the Parties with respect to all Tax matters, including indemnification in respect of Tax matters.

Section 13.16 Settlor Prerogatives Regarding Plan Dispositions. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to require (i) New Hertz Holdings to maintain a New Hertz Holdings Benefit Plan for a specific period of time, or into perpetuity, and further, nothing herein shall be construed to inhibit or otherwise interfere with New Hertz Holdings’ ability to amend or terminate a New Hertz Holdings Benefit Plan or Employment Agreement, or (ii) HERC Holdings to maintain a HERC Holdings Benefit Plan for a specific period of time, or into perpetuity, and further, nothing herein

shall be construed to inhibit or otherwise interfere with HERC Holdings' ability to amend or terminate a HERC Holdings Benefit Plan or Employment Agreement.

Section 13.17 Effect if Distribution Does Not Occur. Notwithstanding anything in this Agreement to the contrary, if the Separation Agreement or Transition Services Agreement is terminated prior to the Distribution, this Agreement shall be of no further force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

HERTZ GLOBAL HOLDINGS, INC.

By _____

Name:
Title:

HERC HOLDINGS INC.

By _____

Name:
Title:

INTELLECTUAL PROPERTY AGREEMENT

This **INTELLECTUAL PROPERTY AGREEMENT** (this “Agreement” or “IPA”), effective as of this ____ day of _____ 2016 (the “Effective Date”) among **THE HERTZ CORPORATION**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928 (hereinafter “THC”); **HERTZ SYSTEM, INC.**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928, United States of America (hereinafter “HSI”) and **HERC RENTALS INC.**, a Delaware corporation, with an address of 27500 Riverview Center Blvd., Bonita Springs, Florida 34134, United States of America (hereinafter “HERC”) (hereinafter referred to collectively as the “Parties” and individually as a “Party”).

WITNESSETH

WHEREAS, both HSI and HERC are wholly-owned subsidiaries of THC, and THC is an indirect wholly-owned subsidiary of Hertz Global Holdings, Inc., a Delaware corporation (“HGH”);

WHEREAS, THC is the owner of a unique plan or system (hereinafter the “Hertz System”) for conducting, *inter alia*, the business of renting and leasing vehicles with and without drivers (hereinafter the “Vehicle Rental Business” or “VRB”) which it conducts in collaboration with HSI which is the owner of all trademarks for HERTZ and HERTZ-formative trademarks and designs and other trademarks and designs worldwide in connection with the Vehicle Rental Business (the “VRB Trademarks”) and Other Intellectual Property (as defined herein);

WHEREAS, THC is the owner of a unique plan or system for conducting an equipment rental business (hereinafter the “Equipment Rental Business” or “ERB” as further defined below) which it conducts through HERC;

WHEREAS, HGH has approved plans to separate the Vehicle Rental Business and the Equipment Rental Business into two independent, publicly traded companies (the “Separation”) pursuant to, among other agreements, the Separation and Distribution Agreement by and between Hertz Rental Car Holding Company, Inc. (to be renamed “Hertz Global Holdings, Inc.” in connection with the Separation, “New Hertz”) and HGH (to be renamed Herc Holdings Inc. in connection with the Separation) dated as of [____], 2016 (the “Distribution Agreement”);

WHEREAS, as a result of the Separation, THC and HSI will become indirect wholly-owned subsidiaries of New Hertz, and HERC will continue to be an indirect wholly-owned subsidiary of HGH;

WHEREAS, THC exercises control with respect to the use, registration and enforcement of all of its company trademarks through its subsidiary HSI. HERC uses certain HERTZ or HERTZ-formative trademarks in connection with the ERB with the permission of HSI and THC;

WHEREAS, HSI is the owner of certain foreign HERTZ and HERTZ-formative and other trademarks and logos (the “HSI (HERTZ) Foreign ERB Trademarks”) used by HERC with the

permission of HSI in connection with the Equipment Rental Business, including the trademark applications and registrations therefor as more fully set forth on Schedule A;

WHEREAS, HSI is the owner of certain United States HERTZ and HERTZ-formative and other trademarks and logos (the “HSI (HERTZ) US ERB Trademarks”) used by HERC with the permission of HSI in connection with the Equipment Rental Business, including the trademark applications and registrations therefor as more fully set forth on Schedule B;

WHEREAS, HSI is the owner of certain foreign HERC trademarks and logos (the “HSI HERC Foreign ERB Trademarks”) used by HERC with the permission of HSI in connection with the Equipment Rental Business, including the trademark applications and registrations therefor, as more fully set forth on Schedule C;

WHEREAS, HERC is the owner of certain US HERTZ-formative trademarks (the “HERC (HERTZ) US ERB Trademarks”) used by HERC with the permission of HSI in connection with the Equipment Rental Business, including the trademark applications and registrations therefore as more fully set forth on Schedule D;

WHEREAS, HERC is the owner of certain US trademarks not derived from the HERTZ trademark (the “HERC (HERC) US ERB Trademarks”) used by HERC with the permission of HSI in connection with the Equipment Rental Business, including the trademark applications and registrations therefore as more fully set forth on Schedule E;

WHEREAS, THC is the owner of certain HERTZ and HERTZ-formative domain names (the “THC (HERTZ) ERB Domains”) used by HERC with the permission of THC related to the Equipment Rental Business, as more fully set forth on Schedule F;

WHEREAS, THC is the owner of certain non-HERTZ-formative domain names (the “THC ERB Domains”) used by HERC with the permission of THC related to the Equipment Rental Business, as more fully set forth on Schedule G;

WHEREAS, as a result of the Separation, the Parties wish to differentiate and distinguish the future ownership, license and use of the relevant HERTZ, HERTZ-formative, HERC and other trademark rights and logos on a worldwide basis related to the Vehicle Renting Business which is to remain with HSI and the Equipment Rental Business to remain with HERC and the Parties have agreed upon a plan going forward with respect to the ownership, license and use of the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the HSI HERC Foreign ERB Trademarks, the HERC (HERTZ) US ERB Trademarks, the HERC (HERC) US ERB Trademarks, the THC (HERTZ) ERB Domains and the THC ERB Domains; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

1.1 The “Equipment Rental Business” or “ERB” has the meaning given to such term in the Distribution Agreement.

1.2 “Interim Period” means a period of four (4) years commencing from the Effective Date of this Agreement.

1.3 “Other Intellectual Property” means any copyrights, trade dress, content, designs or other indicia and/or social media accounts and handles owned by THC and/or HSI that are already used or otherwise in the possession of HERC relating to the HERTZ and HERTZ-formative trademarks and logos in connection with the Equipment Rental Business.

2. Terms of Transfer, License and Use

2.1 HSI will retain ownership of the worldwide rights in and to the VRB Trademarks.

2.2 In the case of the HSI (HERTZ) Foreign ERB Trademarks:

2.2.1 HSI will retain ownership and will grant a royalty-free, non-exclusive license to HERC to use the HSI (HERTZ) Foreign ERB Trademarks (those foreign trademarks owned by HSI related to the ERB that incorporate the mark/name HERTZ) as set forth on Schedule A, for the Interim Period, outside the United States and Puerto Rico, as more fully set forth in the Trademark, Trade Name, Domain and Related Rights License Agreement attached as Exhibit A. HERC shall immediately discontinue use of the HSI (HERTZ) Foreign ERB Trademarks upon expiration of the Interim Period, or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement.

2.3 In the case of the HSI (HERTZ) US ERB Trademarks:

2.3.1 HSI will retain ownership and will grant a royalty-free, non-exclusive, license to HERC to use the HSI (HERTZ) US ERB Trademarks (those US trademarks owned by HSI related to the ERB that incorporate the mark/name HERTZ) as set forth on Schedule B, for the Interim Period, in the United States and Puerto Rico, as more fully set forth in the Trademark, Trade Name, Domain and Related Rights License Agreement attached as Exhibit A. HERC shall immediately discontinue use of the HSI (HERTZ) US ERB Trademarks upon expiration of the Interim Period, or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement.

2.4 In the case of the HSI HERC Foreign ERB Trademarks:

2.4.1 HSI will assign all right, title and interest in and to the HSI HERC Foreign ERB Trademarks (those foreign trademarks owned by HSI related to the ERB for the HERC trademarks)

as set forth on Schedule C to HERC as more fully set forth in the Trademark Assignment Agreements attached hereto as Exhibit B-1 (Canada) and Exhibit B-2 (all other foreign countries).

2.5 In the case of the HERC (HERTZ) US ERB Trademarks owned by HERC:

2.5.1 HERC will have the right to retain ownership and use of the HERC (HERTZ) US ERB Trademarks (those US trademarks owned by HERC related to the ERB that incorporate the mark/name HERTZ) as set forth on Schedule D for the Interim Period. HERC shall immediately discontinue use of the HERC (HERTZ) US ERB Trademarks and abandon or voluntarily withdraw or cancel any applications or registrations therefor upon expiration of the Interim Period as more fully set forth in the Coexistence Agreement attached hereto as Exhibit C and/or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement. The Parties shall cooperate to ensure that no confusion arises in the marketplace during the Interim Period, as more fully set forth in the Coexistence Agreement.

2.6 In the case of the HERC (HERC) US ERB Trademarks owned by HERC:

2.6.1 HERC shall retain ownership and the right to use the HERC (HERC) US ERB Trademarks (those US trademarks owned by HERC related to the ERB that do not incorporate the mark/name HERTZ) as set forth on Schedule E.

2.7 In the case of the THC (HERTZ) ERB Domains owned by THC:

2.7.1 THC will retain ownership and will, subject to compliance with the terms of this Agreement, grant a royalty-free, non-exclusive license to HERC to use the THC (HERTZ) ERB Domains (those domains owned by THC related to the ERB that incorporate the mark/name HERTZ) as set forth on Schedule F, for the Interim Period, as more fully set forth in the Trademark, Trade Name, Domain and Related Rights License Agreement. HERC shall immediately discontinue use of the THC (HERTZ) ERB Domains upon the expiration of the Interim Period or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement. HERC shall make certain that no THC (HERTZ) ERB Domains resolve to a website upon the expiration of the Interim Period or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement.

2.8 In the case of the THC ERB Domains owned by THC:

2.8.1 THC will assign all right, title and interest in and to the THC ERB Domains (those domains owned by THC related to the ERB that do not incorporate the mark/name HERTZ) as set forth on Schedule G to HERC and as more fully set forth in the Domain Name Assignment attached hereto as Exhibit D.

2.9 In the case of the use of the mark/name HERTZ in the company name Hertz Equipment Rental Corporation (HERC):

2.9.1 HSI will, subject to compliance with the terms of this Agreement, grant a royalty-free, non-exclusive worldwide license to HERC to use the mark/name HERTZ as part of company names for the Interim Period, as more fully set forth in the Trademark, Trade Name, Domain and Related Rights License Agreement attached as Exhibit A. Notwithstanding anything to the contrary herein, HERC shall immediately discontinue use of the mark/name as part of its company name upon expiration of the Interim Period or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement. HERC shall take all steps to change the company name so as to not to include the mark/name HERTZ by the expiration of the Interim Period.

2.10 In the case of the Other Intellectual Property:

2.10.1 THC and/or HSI will retain ownership and will grant a royalty-free, non-exclusive license to HERC to use such Other Intellectual Property for the Interim Period, as more fully set forth in the Trademark, Trade Name, Domain and Related Rights License Agreement attached as Exhibit A. HERC shall immediately discontinue use of the Other Intellectual Property upon expiration of the Interim Period, or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement.

2.11 With respect to the Parties' use of the HERTZ and HERC trademarks worldwide:

2.11.1 With respect to HSI's worldwide use of the VRB Trademarks incorporating the name/mark HERTZ and HERTZ-formative trademarks and designs and HERC's use of the HERC trademarks (including HERC, HERC360 and other HERC-formative trademarks and designs) in connection with the ERB, the Parties shall cooperate to ensure that no confusion arises in the worldwide marketplace, as more fully set forth in the Coexistence Agreement attached hereto as Exhibit C.

2.12 Nothing in this Agreement or the other ancillary agreements thereto shall affect or limit the rights confirmed in the license effective April 1, 1998 between HSI and HERC, and the sublicense effective April 1, 1998 between HERC as Sub-Licenser and Matthews Equipment Limited and Hertz Canada Equipment Rental Partnership as Sub-Licensees, which remain in full force and effect, save and except that such license and sublicense shall not expire before the later of the expiration of the Interim Period or the final determination or resolution of the action pending as T-409-16 in the Federal Court of Canada (including any appeals thereof).

3 . Protection/Maintenance and Enforcement of HSI (HERTZ) Foreign ERB Trademarks and HSI (HERTZ) US ERB Trademarks during Interim Period.

3.1 During the Interim Period, HSI shall take all necessary and reasonable actions to preserve and protect the validity of the HSI (HERTZ) Foreign ERB Trademarks, the HSI HERC Foreign ERB Trademarks and the HSI (HERTZ) US ERB Trademarks licensed to HERC and HSI shall continue to prosecute all applications and maintain any registrations therefor. HERC shall not take any action that would harm or jeopardize the licensed HSI (HERTZ) Foreign ERB Trademarks, the HSI HERC Foreign ERB Trademarks or HSI (HERTZ) US ERB Trademarks. HERC shall assist

in such actions to the extent required and requested by HSI for establishing use of the HSI (HERTZ) Foreign ERB Trademarks, the HSI HERC Foreign ERB Trademarks and HSI (HERTZ) US ERB Trademarks during the Interim Period. HSI shall also enforce the HSI (HERTZ) Foreign ERB Trademarks, the HSI HERC Foreign ERB Trademarks and HSI (HERTZ) US ERB Trademarks during the Interim Period as more fully set forth in the Trademark, Trade Name, Domain and Related Rights License Agreement. HERC shall be responsible for reimbursing THC and/or HSI for all costs in connection with prosecuting all applications and maintaining in full force and effect all registrations for the HSI (HERTZ) Foreign ERB Trademarks, the HSI HERC Foreign ERB Trademarks and HSI (HERTZ) US ERB Trademarks during the Interim Period.

4. Ownership. The Parties acknowledge and affirm their respective rights in and to the relevant trademark and related rights subject to this Agreement and neither Party shall directly or indirectly attack, challenge or impair the title and related rights of the other Party during the Interim Period or any time thereafter. The Parties shall cooperate to protect, maintain and enforce all relevant trademark and related rights subject to this Agreement.

5. Infringement and Indemnification.

5.1 Notice of Infringement. HERC shall promptly notify HSI of the use of any mark by any third party which HERC considers might be an infringement or passing off of any HERTZ or HERTZ-formative intellectual property used by or licensed to HERC pursuant to the terms hereof or the Trademark, Trade Name, Domain and Related Rights License Agreement. However, HSI shall have the sole right to decide whether or not proceedings shall be brought against such third parties. In the event that HSI decides that action should be taken against such third parties, HSI may take such action either in its own name or, alternatively, HSI may authorize HERC to initiate such action in HERC's name. In any event, the Parties agree to cooperate fully with each other to the extent necessary to prosecute such action, all expenses being borne by the Party bringing such action and all damages which may be recovered being solely for the account of that Party.

5.2 Indemnification of HERC related to use of HERTZ trademark during the Interim Period. HSI shall defend, indemnify and hold HERC harmless against any and all claims, suits, actions or other proceedings whatsoever brought against HERC based on third-party claims of trademark infringement in connection with HERC'S use of the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the HERC (HERTZ) US ERB Trademarks and the Other Intellectual Property to the extent such claims, suits, actions or other proceedings are based upon use of the HERTZ element comprising a HSI (HERTZ) Foreign ERB Trademark, HSI (HERTZ) US ERB Trademark, HERC (HERTZ) US ERB Trademark or Other Intellectual Property during the Interim Period only and from claims of third parties against HERC or any of its affiliates stemming from HERTZ's use of the HERTZ trademarks.

5.3 Indemnification of THC and HSI. Except as provided in Section 5.2, HERC shall defend, indemnify and hold THC, HSI, and their affiliates, and each of their officers, directors, agents, and employees harmless from and against all costs, expenses, taxes (including interest and penalties, and determined without regard to the tax attributes of any indemnitee) and losses (including reasonable attorney fees and costs) incurred from claims of third parties (including any taxing

authority) against either THC, HSI or any of their affiliates stemming from any of the activities contemplated under this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement and HERC's use of the HERC trademarks, including without limitation any transfers of rights and actions which relate in any way to the manufacture, distribution, sale or performance or promotion of the Foreign and US Licensed Products and Services (as defined in the Trademark, Trade Name, Domain and Related Rights License Agreement). This provision shall survive the expiration or earlier termination of this Agreement and the Trademark, Trade Name, Domain and Related Rights License Agreement.

5.4 Indemnity Procedure. All claims for indemnification under Section 5.2 and Section 5.3 and any other disputes that arise under this Agreement and the ancillary agreements exhibited hereto will be made in accordance with and governed by the procedures set forth in Article V of the Distribution Agreement.

6. Insurance. HERC shall, throughout the term of this Agreement, obtain and maintain at its own cost and expense, from a qualified AAA-rated insurance company, a standard liability insurance and business interruption policy along with advertising injury protection, all of which must be acceptable to THC and HSI, and which must name THC and HSI as additional insureds. Such policy shall provide, in addition to other protection, protection against any and all claims, demands, and causes of action arising out of any act, omission, negligence or otherwise giving rise to a third party claim. The amount of coverage shall be a minimum of three million dollars (\$3,000,000) combined single limit, with no deductible amount for each single occurrence for bodily injury and/or property damage. HERC shall provide for ten (10) days notice to THC and HSI in the event of any modification, cancellation or termination. HERC agrees to furnish THC and HSI Certificates of Insurance evidencing same within thirty (30) days after the execution of this Agreement. In no event shall HERC perform or promote the carry out the activities contemplated under this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement prior to receipt by THC and HSI of evidence of insurance.

7. Confidentiality. Unless otherwise agreed to by the Parties or except as otherwise provided in this Agreement or the Distribution Agreement, any Confidential Information (as defined in the Distribution Agreement) furnished pursuant to this Agreement shall be subject to the confidentiality provisions and restrictions on disclosure set forth in Section 6.7 of the Distribution Agreement.

8. Breach and Termination.

8.1 By THC or HSI upon Notice. In the event of a material breach of this Agreement or any of the ancillary agreements exhibited hereto, THC or HSI may notify HERC of such material breach and terminate this Agreement upon written notice. If HERC has not cured any such breach within thirty (30) days after HERC receives such notice, this Agreement shall automatically terminate without further notice. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be cured, then this Agreement shall automatically terminate upon notice of termination by THC or HSI to HERC (without any opportunity to cure the breach).

8.2 By THC or HSI Immediately. THC or HSI shall have the right to immediately terminate this Agreement if HERC: (i) becomes insolvent, or (ii) files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against HERC and not dismissed within thirty (30) days, or (iii) makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or (iv) discontinues its business, or (v) causes or suffers a receiver to be appointed for it or its business and such receiver has not been discharged within thirty (30) days after the date of appointment thereof

8.3 No Waiver. No refusal by either THC or HSI to terminate this Agreement in accordance this section will be deemed to be a waiver of such Party's right to terminate upon any subsequent or future event by which such party has, or is provided with, the right to terminate this Agreement.

8.4 Effect of Termination. Termination of this Agreement shall not result in the termination of any provisions herein which by their nature are meant to survive termination (including any covenants herein related to discontinuation of use of licensed intellectual property and the indemnification provisions hereof), nor shall it relieve any Party of liability for breaches of the terms hereof prior to termination. For the avoidance of doubt, the Parties agree that in the event of termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement, Section 4.4 of the Trademark, Trade Name, Domain and Related Rights License Agreement contains additional provisions related to termination of licensed intellectual property pursuant to the terms hereof that shall apply as if contained herein.

9 . Non-Competition. During the Interim Period, neither HERC nor any of its affiliates or subsidiaries shall, directly or indirectly, engage in the business of renting or leasing cars, crossovers or light trucks (including sport utility vehicles and light commercial vehicles) in [any country in which THC or any of its affiliates or subsidiaries rents or leases cars, crossovers or light trucks (including sport utility vehicles and light commercial vehicles) as of the date of this Agreement] without THC's prior written consent, except to the extent materially consistent in type and scope with HERC's operations immediately prior to the date of this IPA. This provision shall survive the expiration or earlier termination of this Agreement.

10. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

11. Notices.

11.1 All notices or other communications required to be sent or given under this Agreement or any ancillary agreement exhibited hereto will be in writing and will be delivered personally, by commercial overnight courier, by facsimile or by electronic mail, directed to the addresses set forth below. Notices are deemed properly given as follows: (a) if delivered personally, on the date delivered, (b) if delivered by a commercial overnight courier, one (1) business day after such notice is sent, and (c) if delivered by facsimile or electronic mail, on the date of transmission, with

confirmation of transmission; provided, however, that if the notice is sent by facsimile or electronic mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a) or (b):

If THC, to:

8501 Williams Road
Estero, Florida 33928
Attn: General Counsel
Fax: (866) 888-3765
E-mail: rfrecke@hertz.com

If HSI, to:

8501 Williams Road
Estero, Florida 33928
Attn: General Counsel
Fax: (866) 888-3765
E-mail: rfrecke@hertz.com

If HERC, to:

27500 Riverview Center Blvd.
Bonita Springs, Florida 34135
Attn: Chief Legal Officer
Fax: / () - /
E-mail: mwaryjas@hertz.com

12. Miscellaneous.

12.1 Authority. Each Party represents, warrants, and agrees that its corporate officers executing the Agreement have been duly authorized and empowered to do so.

12.2 Assignment. HERC may not assign, transfer, sublicense or delegate any of its rights hereunder or delegate its obligations hereunder without the prior written consent of HSI, and any such purported assignment, transfer, sublicense or delegation, in the absence of such consent, shall be void and without effect.

12.3 Entire Understanding/Amendment. This Agreement, the agreements exhibited hereto, the Distribution Agreement and the Ancillary Agreements (as defined in the Distribution Agreement) set forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and may not be orally changed, altered, modified or amended in any respect. To effect any change, modification, alteration or amendment of this Agreement, the same must be in writing, signed by all Parties hereto.

12.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the Parties (including by way of merger or sale of all or substantially all assets), subject to the restrictions on assignment set forth herein.

12.5 No Waiver. Except as otherwise provided in this Agreement, neither Party waives any rights under this Agreement by delaying or failing to enforce such rights. No waiver by any Party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

12.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement. Upon such determination that a provision is invalid or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

12.7 Relationship of Parties. Each Party shall act as an independent contractor in carrying out its obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

12.8 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

12.9 Exhibits/Schedules. All exhibits and schedules attached to this Agreement are incorporated herein by reference as though fully set forth herein.

12.10 Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original version of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

12.12. Conflict. In the event of a conflict between the terms and conditions of this Agreement and any ancillary agreement exhibited hereto, the terms and conditions of this Agreement will control.

12.13 Third Party Beneficiaries. Except as otherwise provided hereunder in Section 5.2 and Section 5.3 with respect to indemnified parties, nothing contained in this Agreement shall be construed to create any third-party beneficiary rights in any individual.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE HERTZ CORPORATION

By: _____
Name: _____
Title: _____

HERTZ SYSTEM, INC.

By: _____
Name: _____
Title: _____

HERC RENTALS INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

HSI (HERTZ) FOREIGN ERB TRADEMARKS

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Afghanistan	HERTZ	HERTZ SYSTEM, INC.	173	11333	07, 37
Afghanistan	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	174	11334	07, 37
Afghanistan	HERTZ	HERTZ SYSTEM, INC.		20	35
Argentina	HERTZ	HERTZ SYSTEM, INC.		1945826	39
Argentina	HERTZ	HERTZ SYSTEM, INC.	2166231	2397483	7
Argentina	HERTZ	HERTZ SYSTEM, INC.	2166232	2397482	37
Argentina	HERTZ	HERTZ SYSTEM, INC.		2109521	12
Australia	HERTZ	HERTZ SYSTEM, INC.	328555	328555	39
Australia	HERTZ	HERTZ SYSTEM, INC.		441195	39
Australia	HERTZ	HERTZ SYSTEM, INC.	1540428	1540428	07, 37
Australia	HERTZ SYSTEM	HERTZ SYSTEM, INC.	B 191212	191212	16
Bahrain	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	112/91	SM 865	37
Bahrain	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	113/91	SM866	39
Bahrain	HERTZ IN BLACK SQUARE (DEVICE)	HERTZ SYSTEM, INC.		SM360	39
Bangladesh	HERTZ	HERTZ SYSTEM, INC.	79498		16
Bangladesh	HERTZ	HERTZ SYSTEM, INC.		9425	12
Bangladesh	HERTZ	HERTZ SYSTEM, INC.	114082		37
Bangladesh	HERTZ	HERTZ SYSTEM, INC.	114081	114081	39
Benelux	HERTZ LEASE	HERTZ SYSTEM, INC.	956699	676262	16, 36, 37, 39
Benelux	HERTZ	HERTZ SYSTEM, INC.	533361	38548	06, 09, 12, 14, 16, 20, 21, 25, 26, 34
Benelux	HERTZ LEASING	HERTZ SYSTEM, INC.	706449	155445	36, 39
BES Islands	HERTZ	HERTZ SYSTEM, INC.	2803	2803	12, 16, 25, 37, 39
BES Islands	HERTZ	HERTZ SYSTEM, INC.	2802	2802	07, 37, 39
Brazil	HERTZ	HERTZ SYSTEM, INC.		810000598	7.10
Brazil	HERTZ	HERTZ SYSTEM, INC.	810550679	810550679	40.20
Brazil	HERTZ	HERTZ SYSTEM, INC.	813330939	813330939	39
Brazil	HERTZ	HERTZ SYSTEM, INC.	813330920	813330920	36
Brazil	HERTZ	HERTZ SYSTEM, INC.		4503074	37
Brazil	HERTZ	HERTZ SYSTEM, INC.		200059564	39
Canada	HERTZ	HERTZ SYSTEM, INC.	785792	507733	
Canada	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	1003295	535889	
Canada	HERTZ RÉCOMPENSES OR PLUS	HERTZ SYSTEM, INC.	1580366	TMA904303	
Canada	HERTZ SERVICE PUMP & COMPRESSOR	HERTZ SYSTEM, INC.	1648494		

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Canada	HERTZ	HERTZ SYSTEM, INC.		103505	
Chile	HERTZ	HERTZ SYSTEM, INC.		816318	12
Chile	HERTZ	HERTZ SYSTEM, INC.		736995	9
Chile	HERTZ	HERTZ SYSTEM, INC.	421967	850410	7
Chile	HERTZ	HERTZ SYSTEM, INC.	421968	850350	37
Chile	HERTZ	HERTZ SYSTEM, INC.		780876	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	2000009775	1539809	39
China (PRC)	HERTZ (HE ZI) IN CHINESE CHARACTERS	HERTZ SYSTEM, INC.	2000010657	1569962	12
China (PRC)	HERTZ (HE ZI) IN CHINESE CHARACTERS	HERTZ SYSTEM, INC.	2000010658	1544848	16
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	135587	135587	12
China (PRC)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	93065294	770272	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5045278	5045278	16
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5045277	5045277	25
China (PRC)	HERTZ (HE ZI) in Chinese Characters (Special Form)	HERTZ SYSTEM, INC.	5543674	5543674	36
China (PRC)	HERTZ (HE ZI) in Chinese Characters (Special Form)	HERTZ SYSTEM, INC.	5580185	5580185	37
China (PRC)	HERTZ (HE ZI) in Chinese Characters (Special Form)	HERTZ SYSTEM, INC.	5543690	5543690	39
China (PRC)	HERTZ (HE ZI) in Chinese Characters in Color (Yellow)	HERTZ SYSTEM, INC.	5543689	5543689	39
China (PRC)	HE SHI in Chinese Characters	HERTZ SYSTEM, INC.	5543688	5543688	39
China (PRC)	HERTZ LEASING in Chinese Characters	HERTZ SYSTEM, INC.	5543673	5543673	36
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5580186	5580186	37
China (PRC)	HERTZ in Colors (Yellow & Black)	HERTZ SYSTEM, INC.	5543686	5543686	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5543672	5543672	36
China (PRC)	HE SHI in Chinese Characters in Color (Yellow & Black)	HERTZ SYSTEM, INC.	5543685	5543685	39
China (PRC)	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	6224241	6224241	37
China (PRC)	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	6224240	6224240	39
China (PRC)	HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	6286168	6286168	39
China (PRC)	HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	6293475	6293475	37
China (PRC)	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	6554419	6554419	7
China (PRC)	HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	6554418	6554418	7
China (PRC)	HERTZ and HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	8016265	8016265	7

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
China (PRC)	HERTZ and HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	8083562	8083562	37
China (PRC)	HERTZ and HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	8083561	8083561	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	8083563	8083563	7
Colombia	HERTZ	HERTZ SYSTEM, INC.		79240	39
Colombia	HERTZ	HERTZ SYSTEM, INC.	98043223	216689	7
Colombia	HERTZ	HERTZ SYSTEM, INC.	98043872	216160	37
Colombia	HERTZ	HERTZ SYSTEM, INC.		73852	16
Costa Rica	HERTZ	HERTZ SYSTEM, INC.		19971/58904	12
Costa Rica	HERTZ	HERTZ SYSTEM, INC.	NONE	81043/79005	39
Costa Rica	HERTZ	HERTZ SYSTEM, INC.	1998-0005702	112308/16639	7
Costa Rica	HERTZ	HERTZ SYSTEM, INC.		112307	37
Curacao	HERTZ	HERTZ SYSTEM, INC.		3717	12, 16, 25, 37, 39
Curacao	HERTZ	HERTZ SYSTEM, INC.	NONE	3270	07, 37, 39
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.	2003-11991	135067	39
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.		10393	25
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.		101337	70
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.		100651	70
El Salvador	HERTZ	HERTZ SYSTEM, INC.		5750 BOOK 23	12
El Salvador	HERTZ	HERTZ SYSTEM, INC.	NONE	141 BOOK 20	39
El Salvador	HERTZ	HERTZ SYSTEM, INC.	11998004847	62 BOOK 120	7
El Salvador	HERTZ	HERTZ SYSTEM, INC.	11998004829	247 BOOK 111	37
Eritrea	HERTZ	HERTZ SYSTEM, INC.	NONE	NONE	
European Community	HERTZ	HERTZ SYSTEM, INC.	2293512	2293512	35, 36, 39
European Community	HERTZ	HERTZ SYSTEM, INC.	37465	37465	12, 37, 39
European Community	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	37390	37390	12, 37, 39
European Community	HERTZ With Dropped Shadow	HERTZ SYSTEM, INC.	37721	37721	12, 37, 39
European Community	HERTZ	HERTZ SYSTEM, INC.	108159	108159	07, 16
France	HERTZ EQUIPEMENT	HERTZ SYSTEM, INC.	98712893	98712893	07, 37
France	HERTZ	HERTZ SYSTEM, INC.		1299376	39
Guatemala	HERTZ	HERTZ SYSTEM, INC.		11047	12
Guatemala	HERTZ	HERTZ SYSTEM, INC.	5541/91	69259	39
Guatemala	HERTZ	HERTZ SYSTEM, INC.	5812/98	98206	7
Guatemala	HERTZ	HERTZ SYSTEM, INC.	5813/98	101236	37
Honduras	HERTZ	HERTZ SYSTEM, INC.		8570	12
Honduras	HERTZ	HERTZ SYSTEM, INC.		141	39
Honduras	HERTZ	HERTZ SYSTEM, INC.	9243/98	75404	7
Honduras	HERTZ	HERTZ SYSTEM, INC.	9242/98	5475	37
Hong Kong	HERTZ	HERTZ SYSTEM, INC.		B1280/1968	16

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Hong Kong	HERTZ	HERTZ SYSTEM, INC.	7956/89	1798/1993	7
Hong Kong	HERTZ EQUIPMENT RENTAL & DESIGN	HERTZ SYSTEM, INC.	7957/89	4884/1993	7
Hong Kong	HERTZ	HERTZ SYSTEM, INC.	9101/92	1771/1994	39
Hong Kong	HERTZ (HE ZI) IN CHINESE CHARACTERS	HERTZ SYSTEM, INC.	9102/92	5274/1993	39
Hong Kong	HERTZ	HERTZ SYSTEM, INC.	9795/98	199907839	37
Hong Kong	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	300934290	300934290	37, 39
Hong Kong	HERTZ EQUIPMENT RENTAL in Chinese Characters (Series of 2)	HERTZ SYSTEM, INC.	300958942	300958942	37, 39
Hong Kong	HERTZ	HERTZ SYSTEM, INC.		B 1279/1968	12
Iceland	HERTZ	HERTZ SYSTEM, INC.	569/2003	357/2003	36, 39
Iceland	HERTZ IN RECTANGLE	HERTZ SYSTEM, INC.	144/1967	62/1969	39
India	HERTZ	HERTZ SYSTEM, INC.	1238957	1238957	37, 39
India	HERTZ	HERTZ SYSTEM, INC.		371547B	12
India	HERTZ	HERTZ SYSTEM, INC.	371548B	371548	16
India	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	1590404	1590404	37, 39
India	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	1648494	1648494	7
Indonesia	HERTZ	HERTZ SYSTEM, INC.	NONE	IDM00040192	37
Iran (Islamic Republic of)	HERTZ	HERTZ SYSTEM, INC.		18041	12, 37, 39
Iraq	HERTZ & Iraqi Arabic Transliteration	HERTZ SYSTEM, INC.	45076	45076	07, 37
Iraq	HERTZ	HERTZ SYSTEM, INC.	45513		12, 39
Iraq	HERTZ	HERTZ SYSTEM, INC.			07, 37
Iraq	HERTZ in Iraqi Arabic Transliteration	HERTZ SYSTEM, INC.			07, 37
Iraq	HERTZ in Iraqi Arabic Transliteration	HERTZ SYSTEM, INC.			39
Ireland	HERTZ	HERTZ SYSTEM, INC.	6348/89	137460	7
Israel	HERTZ	HERTZ SYSTEM, INC.	236694	236694	07, 37
Israel	HERTZ	HERTZ SYSTEM, INC.		25820	39
Italy	HERTZ	HERTZ SYSTEM, INC.	RM1971C035119	302011901977764	36, 37, 39, 42
Jamaica	HERTZ	HERTZ SYSTEM, INC.	43590	43590	39
Jamaica	HERTZ	HERTZ SYSTEM, INC.	17430	17430	12
Jamaica	HERTZ	HERTZ SYSTEM, INC.	7/546	32738	7
Jamaica	HERTZ	HERTZ SYSTEM, INC.		12879	16
Japan	HERTZ & HERTZ in Katakana	HERTZ SYSTEM, INC.	35605/2001	4551615	16
Japan	HERTZ	HERTZ SYSTEM, INC.	33337/88	2366618	12
Japan	HERTZ	HERTZ SYSTEM, INC.	250151/92	3059707	39
Japan	HERTZ IN KATAKANA	HERTZ SYSTEM, INC.	250152/92	3059708	39
Japan	HERTZ JAPAN	HERTZ SYSTEM, INC.	100201/92	3001240	39
Japan	HERTZ	HERTZ SYSTEM, INC.	125221/94	4097151	16
Japan	HERTZ	HERTZ SYSTEM, INC.	2008-73644	5429774	07, 37, 39, 40, 43, 45

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Japan	HERTZ IN KATAKANA	HERTZ SYSTEM, INC.	2008-73645	5429775	07, 37, 39, 40, 43, 45
Jordan	HERTZ	HERTZ SYSTEM, INC.	NONE	59837	37
Jordan	HERTZ	HERTZ SYSTEM, INC.	NONE	59836	39
Jordan	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	NONE	59991	37
Jordan	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	NONE	59835	39
Jordan	HERTZ	HERTZ SYSTEM, INC.	NONE	72580	12
Jordan	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	29036	29036	7
Jordan	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	29887	29887	12
Jordan	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	29888	29888	16
Kiribati	HERTZ	HERTZ SYSTEM, INC.	NONE	3026	37
Kiribati	HERTZ	HERTZ SYSTEM, INC.	NONE	3006	39
Kuwait	HERTZ	HERTZ SYSTEM, INC.	25127	25174	12
Kuwait	HERTZ	HERTZ SYSTEM, INC.	25128	25175	16
Kuwait	HERTZ	HERTZ SYSTEM, INC.	32721	30390	39
Lebanon	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	332/165617	105941	37, 39
Lebanon	HERTZ	HERTZ SYSTEM, INC.	109241	109241	39
Libya	HERTZ	HERTZ SYSTEM, INC.	4006		37
Libya	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	4007		37
Libya	HERTZ	HERTZ SYSTEM, INC.	4008		39
Libya	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	4009		39
Malaysia	HERTZ	HERTZ SYSTEM, INC.		306/83	7
Malaysia	Hertz (Stylized) & Black & White Rectangles Label	HERTZ SYSTEM, INC.	83/00305	83/00305	7
Malaysia	HERTZ	HERTZ SYSTEM, INC.	18442/97	18442/97	39
Malaysia	HERTZ	HERTZ SYSTEM, INC.	9778/98	9778/98	37
Malaysia (Malaya Peninsula)	HERTZ	HERTZ SYSTEM, INC.	M/75756	M/75756	12
Malaysia (Malaya Peninsula)	HERTZ	HERTZ SYSTEM, INC.		M/75757	16
Malaysia (Sabah)	HERTZ	HERTZ SYSTEM, INC.	19707	S/19707	12
Malaysia (Sabah)	HERTZ	HERTZ SYSTEM, INC.		S/19706	16
Malaysia (Sarawak)	HERTZ	HERTZ SYSTEM, INC.		R/014946	12
Malaysia (Sarawak)	HERTZ	HERTZ SYSTEM, INC.		R/014945	16
Maldives	HERTZ	HERTZ SYSTEM, INC.		NONE	37, 39
Mexico	HERTZ	HERTZ SYSTEM, INC.		202537	16
Mexico	HERTZ	HERTZ SYSTEM, INC.	1070837	1247629	7
Mexico	HERTZ	HERTZ SYSTEM, INC.	1070836	1230689	37
Mexico	HERTZ	HERTZ SYSTEM, INC.	M112563	117316	39

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Mongolia	HERTZ	HERTZ SYSTEM, INC.		208	39
Mongolia	HERTZ	HERTZ SYSTEM, INC.	12377	11032	07, 37
Mongolia	HERTZ transliteration in Mongolian	HERTZ SYSTEM, INC.	12428	11352	07, 37
Morocco	HERTZ	HERTZ SYSTEM, INC.	63466	63466	07, 37
Morocco	HERTZ	HERTZ SYSTEM, INC.		66790	11
New Zealand	HERTZ	HERTZ SYSTEM, INC.	55852	B 55852	12
New Zealand	HERTZ	HERTZ SYSTEM, INC.	B182512	182512	39
Nicaragua	HERTZ	HERTZ SYSTEM, INC.		9604	12
Nicaragua	HERTZ	HERTZ SYSTEM, INC.	NONE	23401 CC	39
Nicaragua	HERTZ	HERTZ SYSTEM, INC.	2914/98	R41162CC	7
Nicaragua	HERTZ	HERTZ SYSTEM, INC.	2915/98	41171CC	37
Norway	HERTZ	HERTZ SYSTEM, INC.		46518	12
Norway	HERTZ	HERTZ SYSTEM, INC.	6568/98	194827	07, 37
Norway	HERTZ	HERTZ SYSTEM, INC.	93297	73553	39
Oman	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	5758	5758	37
Oman	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	5759	5759	39
Oman	HERTZ	HERTZ SYSTEM, INC.	41033	41033	39
Pakistan	HERTZ	HERTZ SYSTEM, INC.	194504	194504	37
Pakistan	HERTZ	HERTZ SYSTEM, INC.	194450	194450	39
Pakistan	HERTZ	HERTZ SYSTEM, INC.	139442	139442	16
Pakistan	HERTZ	HERTZ SYSTEM, INC.	28499	28499	12
Palau	HERTZ	HERTZ SYSTEM, INC.		NONE	37, 39
Panama	HERTZ	HERTZ SYSTEM, INC.		8111	39
Panama	HERTZ	HERTZ SYSTEM, INC.		32832	39
Panama	HERTZ	HERTZ SYSTEM, INC.	95805	95805	7
Panama	HERTZ	HERTZ SYSTEM, INC.	95806	95806	37
Panama	HERTZ	HERTZ SYSTEM, INC.		10638	12
Peru	HERTZ	HERTZ SYSTEM, INC.		5977	39
Peru	HERTZ	HERTZ SYSTEM, INC.		41597	16
Peru	HERTZ	HERTZ SYSTEM, INC.	199846	9959	39
Peru	HERTZ	HERTZ SYSTEM, INC.	66874	49569	7
Peru	HERTZ	HERTZ SYSTEM, INC.	66875	15875	37
Portugal	HERTZ-EQUIPAMENTOS	HERTZ SYSTEM, INC.	410788	410788	37, 39
Portugal	HERTZE-CLIENT	HERTZ SYSTEM, INC.	410789	410789	37, 39
Portugal	HERTZ-ECLIENT	HERTZ SYSTEM, INC.	422093	422093	37, 39
Puerto Rico	HERTZ	HERTZ SYSTEM, INC.	NONE	7783	105
Qatar	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	8682	8682	37
Qatar	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	8683	8683	39
Qatar	HERTZ	HERTZ SYSTEM, INC.	93209		7
Qatar	HERTZ	HERTZ SYSTEM, INC.	93210		37
Qatar	HERTZ	HERTZ SYSTEM, INC.	93211		39
Qatar	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	93212		7
Saint Maarten	HERTZ	HERTZ SYSTEM, INC.		3717	12, 16, 25, 37, 39

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Saint Maarten	HERTZ	HERTZ SYSTEM, INC.	NONE	3720	07, 37, 39
Saudi Arabia	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	14037	248/61	37
Saudi Arabia	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	14036	248/89	39
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	108333	908/14	39
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134949	1080/90	7
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134950	1080/91	12
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134951	1103/89	16
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134952	1077/25	37
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134944	1094/82	7
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134945	1080/89	12
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134946	1094/73	16
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134947	1101/10	37
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134948	1105/93	39
Singapore	HERTZ	HERTZ SYSTEM, INC.		T7875606Z	12
Singapore	HERTZ	HERTZ SYSTEM, INC.		T7875607H	16
Singapore	HERTZ	HERTZ SYSTEM, INC.	2684/85	T8502684E	7
Singapore	Hertz (Stylized) & Black & White Rectangles Label	HERTZ SYSTEM, INC.	2690/85	T8502690Z	7
Singapore	Hertz (Stylized) & Black & White Rectangles Label	HERTZ SYSTEM, INC.	2689/85	T8502689F	12
Singapore	HERTZ	HERTZ SYSTEM, INC.	1623/91	T91/1623F	37
Singapore	HERTZ	HERTZ SYSTEM, INC.	1650/91	T9101650C	39
South Africa	HERTZ	HERTZ SYSTEM, INC.	0098/72	0098/72	39
South Africa	HERTZ	HERTZ SYSTEM, INC.	B2585/65	B2585/65	16
South Korea	HERTZ in Korean Characters	HERTZ SYSTEM, INC.	3393/90	16098	39
South Korea	HERTZ & Korean Characters	HERTZ SYSTEM, INC.	2000-1	484128	25
South Korea	HERTZ in Korean Characters	HERTZ SYSTEM, INC.	45-2008-0003818	45-0031699	07, 37
South Korea	HERTZ	HERTZ SYSTEM, INC.	45-2008-0003817	45-0061698	07, 37
South Korea	HERTZ	HERTZ SYSTEM, INC.		118	39
Spain	HERTZ ALQUILER DE MAQUINARIA & DEVICE	HERTZ SYSTEM, INC.	2569279	2569279	37
Spain	Hertz (Stylized) Plant Services (in Color)	HERTZ SYSTEM, INC.	2754245	2754245	37
Syria	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	42632	21515	37, 39
Syria	HERTZ	HERTZ SYSTEM, INC.	303679	112500	39
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.		378540	56
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	78/14028	470431	82
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	78/14029	470528	82

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	87036124	113614	37
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	97042374	1416353	7
Taiwan (R.O.C.)	HERTZ in Chinese Characters	HERTZ SYSTEM, INC.	97042372	1393391	07, 37, 39, 40, 43
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	101034719	1565065	37, 39
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	101034715	1564340	39
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	103006776	1682823	07, 12, 16
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	103007016	1691497	07, 12, 16
Taiwan (R.O.C.)	HERTZ in Chinese Characters	HERTZ SYSTEM, INC.	103006777		07, 37, 39, 40
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.		34223	66
Thailand	HERTZ	HERTZ SYSTEM, INC.	88169	279254/KOR25617	12
Thailand	HERTZ	HERTZ SYSTEM, INC.	88170	279255/KOR25618	16
Thailand	HERTZ	HERTZ SYSTEM, INC.	134820	253527/KOR10567	7
Thailand	HERTZ	HERTZ SYSTEM, INC.	255950	255950/BOR1663	39
Thailand	HERTZ	HERTZ SYSTEM, INC.	367492	367492/BOR8554	37
Tonga	HERTZ	HERTZ SYSTEM, INC.	TO/M/13/02752	2264	37, 39
Trinidad and Tobago	HERTZ	HERTZ SYSTEM, INC.		B 10503	39
Trinidad and Tobago	HERTZ	HERTZ SYSTEM, INC.	24504	24504	39
Trinidad and Tobago	HERTZ	HERTZ SYSTEM, INC.	28577	28577	07, 37
Turkey	HERTZ	HERTZ SYSTEM, INC.	1999/4976	209087	07, 12, 16, 37
Turkey	HERTZ	HERTZ SYSTEM, INC.		129382	12, 16
Tuvalu	HERTZ	HERTZ SYSTEM, INC.		1506	37
Tuvalu	HERTZ	HERTZ SYSTEM, INC.		1507	39
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	2737	1504	39
United Arab Emirates	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	2738	1511	39
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118882	125998	7
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118885	126002	12
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118887	126003	16
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118889	126270	37
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118876	125999	7

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118877	126000	12
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118878	126001	16
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118879	126269	37
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118880	126267	39
United Kingdom	HERTZ	HERTZ SYSTEM, INC.	1036020	1036020	16
United Kingdom	HERTZ	HERTZ SYSTEM, INC.	1275171	1275171	39
United Kingdom	Hertz (Stylized)	HERTZ SYSTEM, INC.	1482000	1482000	12
United Kingdom	Hertz (Stylized)	HERTZ SYSTEM, INC.	1482001	1482001	16
United Kingdom	Hertz (Stylized)	HERTZ SYSTEM, INC.	1482002	1482002	39
United Kingdom	HERTZ	HERTZ SYSTEM, INC.	2539261	2539261	37
Uruguay	HERTZ	HERTZ SYSTEM, INC.		398787	12
Uruguay	HERTZ	HERTZ SYSTEM, INC.	305991	393448	07, 37
Uruguay	HERTZ	HERTZ SYSTEM, INC.		400780	39
Uzbekistan	HERTZ in Cyrillic (Version 5)	HERTZ SYSTEM, INC.	MGU 20000848	MGU 11471	39
Venezuela	HERTZ	HERTZ SYSTEM, INC.		31564F	12
Venezuela	HERTZ	HERTZ SYSTEM, INC.		107915-F	7
Venezuela	HERTZ	HERTZ SYSTEM, INC.		17611 D	37
Venezuela	HERTZ	HERTZ SYSTEM, INC.	4566/95	S004296	39
Vietnam	HERTZ	HERTZ SYSTEM, INC.	1881	1803	39
Vietnam	HERTZ	HERTZ SYSTEM, INC.	1778/92	8374	12, 16
Vietnam	HERTZ	HERTZ SYSTEM, INC.	4-2008-16233	132291	07, 37
Vietnam	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	4-2008-16234	145524	07, 37
Yemen, Republic of (TM)	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	7088	7656	37
Yemen, Republic of (TM)	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	7089	7657	39
Yemen, Republic of (TM)	HERTZ	HERTZ SYSTEM, INC.	12530	10018	37
Yemen, Republic of (TM)	HERTZ	HERTZ SYSTEM, INC.	12835	10250	39

SCHEDULE B

HSI (HERTZ) US ERB TRADEMARKS

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
United States	HERTZ Stylized on Yellow Trapezoid (Streamline)	HERTZ SYSTEM, INC.	86288666	4691285	39
United States	HERTZ	HERTZ SYSTEM, INC.	78240462	2830130	16
United States	HERTZ	HERTZ SYSTEM, INC.	71657133	614123	39
United States	Hertz With Stippling & Dropped Shadow	HERTZ SYSTEM, INC.	74150193	1733621	39
United States	Hertz in Yellow Horizontal Strip	HERTZ SYSTEM, INC.	76702523	4292510	39
United States	Hertz in Yellow Vertical Strip	HERTZ SYSTEM, INC.	76702521	4292509	39
United States	Hertz in Yellow Rounded Rectangle	HERTZ SYSTEM, INC.	76702520	4295844	39
United States	Hertz (Stylized)	HERTZ SYSTEM, INC.	73360120	1230391	39

SCHEDULE C

HSI HERC FOREIGN ERB TRADEMARKS

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Afghanistan	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1815	14689	07, 37
Canada	HERC	HERTZ SYSTEM, INC.	Common Law		
Canada	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1611380	TMA927410	
Canada	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1694002		
Canada	HercRentals Logo (black/white)	HERTZ SYSTEM, INC.	1765184		
Chile	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1044535	1156290	7
Chile	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1044521	1090034	37
China (PRC)	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	12165794	12165794	7
China (PRC)	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	12165793	12165793	37
Colombia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	13029419	495119	7
Colombia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	13029414	495118	37
European Community	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	11517381	11517381	07, 37
Panama	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	220338-01	220338-01	07, 37
Saudi Arabia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	191672		7
Saudi Arabia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	191673		37
Turkey	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	2013/09663	2013/09663	07, 37
United Arab Emirates	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	185989	185989	7
United Arab Emirates	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	185991	185991	37

SCHEDULE D

HERC (HERTZ) US ERB Trademarks

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
United States	HERTZ SERVICE PUMP & COMPRESSOR	HERTZ EQUIPMENT RENTAL CORPORATION	86095047	4571223	35, 37
United States	HERTZ	HERTZ EQUIPMENT RENTAL CORPORATION	72145695	750300	42
United States	HERTZ EQUIPMENT RENTAL	HERTZ EQUIPMENT RENTAL CORPORATION	75007011	2013590	37
Puerto Rico	HERTZ EQUIPMENT RENTAL	HERTZ EQUIPMENT RENTAL CORPORATION	43019	43019	37

SCHEDULE E

HERC (HERC) US ERB TRADEMARKS

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
United States	WHEN THE JOB REQUIRES MORE THAN A TOOLBELT	HERTZ EQUIPMENT RENTAL CORPORATION	86548595		37
United States	SERVICE PUMP & COMPRESSOR	HERTZ EQUIPMENT RENTAL CORPORATION	76527078	3052099	35, 37
United States	Propeller Design in Concentric Circles & Lines	HERTZ EQUIPMENT RENTAL CORPORATION	76527063	3131552	35, 37
United States	HERC	HERTZ EQUIPMENT RENTAL CORPORATION	73826866	1609358	37
United States	E-SERVICES PROGRAM	HERTZ EQUIPMENT RENTAL CORPORATION	77575557	3895655	35
United States	E-SERVICES PROGRAM	HERTZ EQUIPMENT RENTAL CORPORATION	77980685	3960620	37, 40
United States	E-SP	HERTZ EQUIPMENT RENTAL CORPORATION	77575567	4080388	35, 37, 40
United States	HERC 360 in Concentric Bolt Like Circles	HERTZ EQUIPMENT RENTAL CORPORATION	85831633	4492377	37
United States	HERC READY FINANCE	HERTZ EQUIPMENT RENTAL CORPORATION	85915696	4477274	36

SCHEDULE F

THC (HERTZ) ERB DOMAINS

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	cehertzequipment-ouest-sudouest.com	2016-12-24	registered locked	Auto Renewal	.com
HERC	hertzservicumpump.ca	2016-05-27	registered locked	Auto Renewal	.ca
HERC	hertsequip.com	2016-11-20	registered locked	Auto Renewal	.com
HERC	hertzservicumpump.com	2017-02-22	registered locked	Auto Renewal	.com
HERC	hertz.equipment		closed	Auto Renewal	.equipment
HERC	hertztrenchservices.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hertzaerial.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hertzusedequipment.cn	2010-03-19	closed	Auto Renewal	.cn
HERC	hertzaerialservices.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hertzusedequipment.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzeequip.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzusedequipment.com	2016-12-12	registered locked	Auto Renewal	.com
HERC	hertzeequip.com	2016-07-21	registered locked	Auto Renewal	.com
HERC	hertzusedequipment.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzeequip.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzusedequipment.com.cn	2010-03-19	closed	Auto Renewal	.com.cn
HERC	hertzeequip.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzusedequipment.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzenergy.com	2016-07-09	registered locked	Auto Renewal	.com
HERC	htzpartners.com	2016-08-30	registered locked	Auto Renewal	.com
HERC	hertzenergyservices.ca	2017-02-17	registered locked	Auto Renewal	.ca
HERC	赫兹设备.cn - Hertz Equipment .cn				
HERC	hertzenergyservices.cn	2016-03-25	registered locked	Auto Renewal	.cn
HERC	赫兹设备.中国 - Hertz Equipment. China				
HERC	hertzenergyservices.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	赫兹设备租赁.cn - Hertz Equipment Rental .cn				
HERC	hertzenergyservices.es	2017-02-17	registered locked	Auto Renewal	.es
HERC	赫兹设备租赁.中国 - Hertz Equipment Rental China.				
HERC	hertzenergyservices.fr	2017-02-17	registered locked	Auto Renewal	.fr
HERC	hertzenergyservices.it	2016-04-23	registered locked	Auto Renewal	.it
HERC	hertzenergyservices.net	2017-02-17	registered locked	Auto Renewal	.net
HERC	hertzenergyservices.us	2017-02-16	registered locked	Auto Renewal	.us
HERC	hertzentertainment.com	2016-03-12	registered locked	Auto Renewal	.com
HERC	hertzentertainmentservices.biz	2016-05-10	registered locked	Auto Renewal	.biz
HERC	hertzentertainmentservices.ca	2016-05-12	registered locked	Auto Renewal	.ca
HERC	hertzentertainmentservices.co.nz	2016-05-13	registered locked	Auto Renewal	.co.nz
HERC	hertzentertainmentservices.co.uk	2016-05-11	registered locked	Auto Renewal	.co.uk

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	hertzentainmentservices.com	2016-05-11	registered locked	Auto Renewal	.com
HERC	hertzentainmentservices.com.au	2017-05-12	registered locked	Auto Renewal	.com.au
HERC	hertzentainmentservices.es	2016-05-11	registered locked	Auto Renewal	.es
HERC	hertzentainmentservices.fr	2016-05-12	registered locked	Auto Renewal	.fr
HERC	hertzentainmentservices.info	2016-05-11	registered locked	Auto Renewal	.info
HERC	hertzentainmentservices.net	2016-05-11	registered locked	Auto Renewal	.net
HERC	hertzentainmentservices.org	2016-05-11	registered locked	Auto Renewal	.org
HERC	hertzensvs.com	2016-04-20	registered locked	Auto Renewal	.com
HERC	hertzequip.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzequip.cn	2010-03-19	closed	Auto Renewal	.cn
HERC	hertzequip.com	2016-11-15	registered locked	Auto Renewal	.com
HERC	hertzequip.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzequip.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzequip.net.cn	2010-03-19	closed	Auto Renewal	.net.cn
HERC	hertzequip.af	2016-03-26	registered locked	Auto Renewal	.af
HERC	hertzequip.asia	2016-06-05	registered locked	Auto Renewal	.asia
HERC	hertzequip.ca	2016-07-07	registered locked	Auto Renewal	.ca
HERC	hertzequip.cc	2016-06-05	registered locked	Auto Renewal	.cc
HERC	hertzequip.cn	2012-10-10	closed	Auto Renewal	.cn
HERC	hertzequip.cn	2016-10-10	registered locked	Auto Renewal	.cn
HERC	hertzequip.cnkeyword	2016-06-17	registered locked	Auto Renewal	.cnkeyword
HERC	hertzequip.com	2016-09-10	registered locked	Auto Renewal	.com
HERC	hertzequip.com.cn	2016-10-10	registered locked	Auto Renewal	.com.cn
HERC	hertzequip.com.cn	2012-10-10	closed	Auto Renewal	.com.cn
HERC	hertzequip.com.pl	2017-02-08	registered unlocked	Auto Renewal	.com.pl
HERC	hertzequip.com.sa	2016-09-28	registered locked	Auto Renewal	.com.sa
HERC	hertzequip.com.tw	2016-06-23	registered locked	Auto Renewal	.com.tw
HERC	hertzequip.es	2016-05-28	registered locked	Auto Renewal	.es
HERC	hertzequip.fr	2017-02-17	registered locked	Auto Renewal	.fr
HERC	hertzequip.hk	2016-06-06	registered locked	Auto Renewal	.hk
HERC	hertzequip.in	2016-06-23	registered locked	Auto Renewal	.in
HERC	hertzequip.mx	2016-05-26	registered locked	Auto Renewal	.mx
HERC	hertzequip.name	2016-06-05	registered locked	Auto Renewal	.name
HERC	hertzequip.net	2016-06-23	registered locked	Auto Renewal	.net
HERC	hertzequip.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzequip.net.cn	2010-03-19	closed	Auto Renewal	.net.cn
HERC	hertzequip.pl	2017-02-08	registered locked	Auto Renewal	.pl
HERC	hertzequip.qa	2016-08-14	registered locked	Auto Renewal	.qa
HERC	hertzequip.travel	2016-10-08	registered locked	Auto Renewal	.travel
HERC	hertzequip.tv	2016-10-09	registered locked	Auto Renewal	.tv
HERC	hertzequip.tw	2016-06-05	registered locked	Auto Renewal	.tw
HERC	hertz-equipamentos.pt	2016-07-01	registered locked	Auto Renewal	.pt
HERC	hertzequipauctions.com	2016-07-06	registered locked	Auto Renewal	.com
HERC	hertz-equipement.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertz-equipement.com	2017-01-04	registered locked	Auto Renewal	.com
HERC	hertz-equipement.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertz-equipement.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	hertzpumpservices.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hertzquip.com	2016-11-27	registered locked	Auto Renewal	.com
HERC	hertzrentalequipment.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzrentalequipment.com	2016-06-13	registered locked	Auto Renewal	.com
HERC	hertzrentalequipment.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzrentalequipment.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
	hertzrentals.ca	6/23/2016			.ca

SCHEDULE G

THC ERB DOMAINS

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	1hercsurvey.ca	2016-04-11	registered locked	Auto Renewal	.ca
HERC	1hercsurvey.com	2016-04-11	registered locked	Auto Renewal	.com
HERC	1stcalleequip.com	2016-09-05	registered locked	Auto Renewal	.com
HERC	247studioequipment.com	2016-03-28	registered locked	Auto Renewal	.com
HERC	arpielleequipment.com	2017-02-17	registered locked	Auto Renewal	.com
HERC	cinelease.co	2016-08-12	registered locked	Auto Renewal	.co
HERC	cinelease.co.uk	2016-08-12	registered locked	Auto Renewal	.co.uk
HERC	cinelease.com	2022-12-03	registered locked	Auto Renewal	.com
HERC	cinelease.net	2016-02-24	registered locked	Auto Renewal	.net
HERC	cinelease.uk	2016-08-11	registered locked	Auto Renewal	.uk
HERC	e-servicesprogram.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	e-sp.xxx	2016-12-06	registered locked	Auto Renewal	.xxx
HERC	equipmentpoint.com	2016-06-10	registered locked	Auto Renewal	.com
HERC	eservicesprogram.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	firstcalleequip.com	2016-09-05	registered locked	Auto Renewal	.com
HERC	herc.us	2016-06-23	registered locked	Auto Renewal	.us
HERC	herc.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	herc360.com	2016-04-04	registered locked	Auto Renewal	.com
HERC	hercdigthemusic.com	2016-09-13	registered locked	Auto Renewal	.com
HERC	hercequip.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	hercequipmentrental.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	hercewp.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hercfranchise.com	2016-05-03	registered locked	Auto Renewal	.com
HERC	hercreadyfinance.com	2017-03-24	registered locked	Auto Renewal	.com
HERC	hercrental.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	hercrentals.co	2017-09-23	registered locked	Auto Renewal	.co
HERC	hercrentals.com	2017-09-23	registered locked	Auto Renewal	.com
HERC	hercrentals.info	2017-09-23	registered locked	Auto Renewal	.info
HERC	hercrentals.net	2017-09-23	registered locked	Auto Renewal	.net
HERC	hercsupply.com	2017-02-06	registered locked	Auto Renewal	.com
HERC	hercsurvey.ca	2016-04-11	registered locked	Auto Renewal	.ca
HERC	hercsurvey.com	2016-04-11	registered locked	Auto Renewal	.com
HERC	hercusa.com	2016-06-23	registered locked	Auto Renewal	.com
HERC	hertsequip.com	2016-11-20	registered locked	Auto Renewal	.com
HERC	hrequipamentos.pt		closed	Auto Renewal	.pt
HERC	matthewequipment.com	2016-08-24	registered locked	Auto Renewal	.com
HERC	matthewsequipment.ca	2016-05-28	registered locked	Auto Renewal	.ca
HERC	matthewsequipment.com	2016-07-14	registered locked	Auto Renewal	.com
HERC	rentalequipment.net		closed	Auto Renewal	.net
HERC	rentalequipment.net	2017-02-08	registered locked	Auto Renewal	.net
HERC	rex-equipment.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rex-equipment.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rex-equipment.net	2016-04-22	registered locked	Auto Renewal	.net

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	rex-equipment.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rexequipment.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rexequipment.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rexequipment.net	2016-04-22	registered locked	Auto Renewal	.net
HERC	rexequipment.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rexequipmentrental.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rexequipmentrental.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rexequipmentrental.net	2016-04-22	registered locked	Auto Renewal	.net
HERC	rexequipmentrental.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rexrentalequipment.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rexrentalequipment.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rexrentalequipment.net	2016-04-22	registered locked	Auto Renewal	.net
HERC	rexrentalequipment.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rplequipment.com	2016-05-01	registered locked	Auto Renewal	.com
HERC	servicepumpandcompressor.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	spump.com		closed	Auto Renewal	.com
HERC	spump.com	2016-11-09	registered locked	Auto Renewal	.com

List of Exhibits

Exhibit A – Trademark, Trade Name, Domain and Related Rights License Agreement

Exhibit B – Trademark Assignment Agreement

Exhibit C – Coexistence Agreement

Exhibit D – Domain Name Assignment Agreement

EXHIBIT A

TRADEMARK, TRADE NAME, DOMAIN AND RELATED RIGHTS LICENSE AGREEMENT

THIS AGREEMENT (this “Agreement”), effective as of this day of 2016 (the “Effective Date”), among **THE HERTZ CORPORATION**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928, United States of America (hereinafter “THC” or “Licensor”); **HERTZ SYSTEM, INC.**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928, United States of America (hereinafter “HSI” or “Licensor”) and **HERC RENTALS INC.**, a Delaware corporation, with an address of 27500 Riverview Center Blvd., Bonita Springs, Florida 34134 United States of America (hereinafter the “Licensee”) (hereinafter referred to collectively as the “Parties” and individually as a “Party”). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the IPA (as defined below).

WITNESSETH:

WHEREAS, THC, HSI and Licensee have entered into an Intellectual Property Agreement (the “IPA”) dated _____ whereby, *inter alia*, HSI has agreed to license the HSI (HERTZ) Foreign ERB Trademarks, including the applications and registrations therefor, as more fully set forth on Schedule A, related to the Equipment Rental Business, or ERB, to Licensee;

WHEREAS, Licensee desires the right to use the HSI (HERTZ) Foreign ERB Trademarks in all jurisdictions outside the United States of America and Puerto Rico (the “Foreign Trademark Territory”) in the conduct and operation of Licensee’s Equipment Rental Business for the goods and services recited in Schedule A (the “Foreign Licensed Products and Services”) for the Interim Period and HSI is willing to grant such right on the terms and conditions hereinafter provided;

WHEREAS, pursuant to the IPA, HSI has also agreed to license the HSI (HERTZ) US ERB Trademarks, including the applications and registrations therefor, as more fully set forth on Schedule B, related to the Equipment Rental Business to Licensee;

WHEREAS, Licensee desires the right to use the HSI (HERTZ) US ERB Trademarks in the United States of America and Puerto Rico (the “US Trademark Territory”) in the conduct and operation of Licensee’s Equipment Rental Business for the goods and services recited in Schedule B (the “US Licensed Products and Services”) for the Interim Period and HSI is willing to grant such right on the terms and conditions hereinafter provided;

WHEREAS, pursuant to the IPA, THC has also agreed to license the THC (HERTZ) ERB Domains, as more fully set forth on Schedule C, related to the Equipment Rental Business to Licensee;

WHEREAS, Licensee desires the worldwide right to use the THC (HERTZ) ERB Domains in the conduct and operation of Licensee's Equipment Rental Business for the Interim Period and THC is willing to grant such right on the terms and conditions hereinafter provided;

WHEREAS, pursuant to the IPA, HSI has also agreed to license to Licensee the mark/name HERTZ as part of Licensee's company name;

WHEREAS, Licensee desires the worldwide right to use the mark/name HERTZ as part of Licensee's company name in the conduct and operation of Licensee's Equipment Rental Business for the Interim Period and HSI is willing to grant such right on the terms and conditions hereinafter provided; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

1.1 "Change of Control" means (i) the sale, lease, assignment or transfer, in one or a series of related transactions, of all or substantially all of the assets of HERC to any Person or group; or (ii) the acquisition by any Person or group of, or any other transaction or series of transactions the result of which is that any Person or group owns, a direct or indirect interest of fifty percent (50%) or more of the ownership of HERC or the voting power of the voting stock of HERC, by way of purchase, merger, consolidation or otherwise.

1.2 "Equipment Rental Business" or "ERB" shall have the meaning set forth in the Intellectual Property Agreement.

1.3 "Foreign Trademark Territory" shall have the meaning set forth in the second "Whereas" clause above.

1.4 "HSI (HERTZ) Foreign ERB Trademarks" shall mean the foreign HERTZ-formative and other trademarks owned by Licensor related to the Equipment Rental Business, including the trademark applications and registrations therefor as more fully set forth on Schedule A.

1.5 "HSI (HERTZ) US ERB Trademarks" shall mean the US HERTZ-formative trademarks and logos owned by Licensor related to the Equipment Rental Business, including the trademark applications and registrations therefor as more fully set forth on Schedule B.

1.6 "Interim Period" means a period of four (4) years from the Effective Date of the IPA.

1.7 "Other Intellectual Property" means any copyrights, trade dress, content, designs or other indicia and/or social media accounts and handles owned by THC and/or HSI that are already used or otherwise in the possession of HERC relating to the HERTZ and HERTZ-formative trademarks and logos in connection with the Equipment Rental Business.

1.8 “Person” means any individual, firm, corporation, partnership, affiliate, trust, association, joint venture, limited liability company, limited liability partnership, governmental authority or other entity of any kind, and shall include any successor (by merger or otherwise) of any of the foregoing.

1.9 “THC (HERTZ) ERB Domains” shall mean the HERTZ-formative domain names owned by THC related to the Equipment Rental Business.

1.10 “Trade Name Territory” shall mean worldwide.

1.11 “Trade Name” shall mean the company name “Hertz Equipment Rental Corporation”.

1.12 “US Trademark Territory” shall have the meaning set forth in the fourth “Whereas” clause above.

2. Grant.

2.1 HSI (HERTZ) Foreign ERB Trademarks License. HSI hereby grants to Licensee a royalty-free, non-exclusive license to use the HSI (HERTZ) Foreign ERB Trademarks in the Foreign Trademark Territory upon and in connection with the Foreign Licensed Products and Services for the Interim Period and only so long as such Foreign Licensed Products and Services are rendered strictly in accordance with the level of quality at least comparable to that maintained by Licensee immediately prior to the Effective Date. HERC shall immediately discontinue use of the HSI (HERTZ) Foreign ERB Trademarks upon expiration of the Interim Period, or the earlier termination of this Agreement or the IPA.

2.2 HSI (HERTZ) US ERB Trademarks License. HSI hereby grants to Licensee a royalty-free, non-exclusive, royalty-free license to use the HSI (HERTZ) US ERB Trademarks in the US Trademark Territory upon and in connection with the US Licensed Products and Services for the Interim Period and only so long as such US Licensed Products and Services are rendered strictly in accordance with the level of quality at least comparable to that maintained by Licensee immediately prior to the Effective Date. HERC shall immediately discontinue use of the HSI (HERTZ) US ERB Trademarks upon expiration of the Interim Period, or the earlier termination of this Agreement or the IPA.

2.3 THC (HERTZ) ERB Domains License. THC hereby grants to Licensee a worldwide, non-exclusive, royalty-free license to use the THC (HERTZ) ERB Domains in the conduct and operation of Licensee’s Equipment Rental Business for the Interim Period. HERC shall immediately discontinue use of the THC (HERTZ) ERB Domains upon the expiration of the Interim Period or the earlier termination of this Agreement or the IPA. HERC shall make certain that no THC (HERTZ) ERB Domains resolve to a website upon the expiration of the Interim Period or the earlier termination of this Agreement or the IPA.

2.4 Trade Name License. Notwithstanding anything to the contrary herein, HSI hereby grants to Licensee a royalty-free, non-exclusive, worldwide, non-exclusive, royalty-free license, to use

the Trade Name in connection with the Equipment Rental Business for the Interim Period. The use by Licensee of the Trade Name will be strictly limited to the composition "HERTZ EQUIPMENT RENTAL CORPORATION". No other use of the HERTZ trademark in conjunction with a company name or any other name other than the Trade Name in the format described herein shall be permitted, except for the company names of HERC affiliates, as set forth on Schedule D. HERC shall immediately discontinue use of the Trade Name and any other company name (including any name of any HERC affiliate) using a HERTZ or HERTZ-formative mark/name upon expiration of the Interim Period or the earlier termination of this Agreement or the IPA. HERC shall take all steps to change the company name and any other name (including the name of any HERC affiliate) so as to not to include a HERTZ or HERTZ-formative mark/name. HERC shall immediately take all steps to remove the Trade Name from all advertising, business cards, signage, industry publications, commercial registries and directories, telephone directories, similar listings and other marketing or any other materials as promptly as possible. HERC shall not use the Trade Name or any colorable imitation of the Trade Name in any manner or form whatsoever in the conduct of HERC's business.

2.5 Other IP License. The Licensors hereby grant to Licensee a royalty-free, non-exclusive license to use any Other Intellectual Property. Licensee recognizes that Licensors are and shall continue to be the exclusive owner of all Other Intellectual Property. Upon expiration or earlier termination of this Agreement, all rights in and to the Other Intellectual Property shall immediately revert to Licensors and Licensee shall immediately discontinue all use of such Other Intellectual Property. Licensee shall not do anything or suffer anything to be done which may affect adversely any of Licensors' rights in the Other Intellectual Property, including filing any application in its name to record any claims to copyrights therein and shall take all steps required by Licensors to preserve and protect those rights.

2.6 Reservation of Rights. Nothing contained in this Agreement shall be construed as an assignment or grant to Licensee of any right, title, or interest in or to the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the THC (HERTZ) ERB Domains, the Trade Name or Other Intellectual Property, it being understood and acknowledged by Licensee that all rights and goodwill relating thereto are reserved by Licensors, except for the license granted hereunder. Furthermore, all use by Licensee shall inure to the benefit of Licensors.

2.7 Sublicensing. Sublicensing to third parties by Licensee shall not be permitted except with the prior written consent of both Licensors. Licensors hereby consent to Licensee's sublicense of the HERTZ name and mark to Licensee's current sublicensees, affiliates, and franchisees as of the Effective Date.

2.8 Ownership. Licensee acknowledges and affirms the Licensors' ownership and exclusive right, title, and interest in and to the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the THC (HERTZ) ERB Domains, the Trade Name and Other Intellectual Property. During the Term of this Agreement, Licensee shall not: (1) contest the validity or directly or indirectly attack, challenge or impair the title and related rights of the foregoing rights, (2) use any of the foregoing rights in conjunction with any other trademarks or service marks, and (3) shall not use, register, apply to register or aid a third party in registering the foregoing rights, or any confusingly similar rights anywhere in the world during the Term of this Agreement or any time thereafter. It is understood that this last covenant shall survive termination of this Agreement.

2.9 Enforcement. HSI shall take all reasonable actions to enforce the HSI (HERTZ) Foreign ERB Trademarks and the HSI (HERTZ) US ERB Trademarks Trademarks. THC shall take all reasonable actions to enforce the THC (HERTZ) ERB Domains. Upon notification by HERC of any conduct by any third party that HERC considers might be an infringement, passing off, or other improper use of intellectual property licensed to HERC, the applicable Licensor shall promptly investigate, determine whether or not to bring a proceeding, and notify HERC of its decision. If Licensor decides not to bring a proceeding, HERC may do so, at its expense, including taking action in the name of the applicable Licensor, subject to the prior written approval of the applicable Licensor, which shall not be unreasonably withheld. The applicable Licensor shall provide such assistance to HERC as HERC reasonably requests. In addition, with respect to Hertz Systems, Inc. et al. v. HERC Equipment Rentals, Inc. No. T-409-16 (the "Litigation"), and any related disputes which have arisen or may arise in the future, including but not limited to trademark office proceedings, trademark oppositions, domain name disputes, and business name disputes, HSI shall cooperate and coordinate with HERC and provide such assistance as HERC reasonably requests. With regard to the Litigation, HSI shall continue to participate fully as one of the plaintiffs, cooperating and coordinating with HERC and the other plaintiffs on matters related to the Litigation and its resolution, which may include discovery, mediation proceedings, settlement, trial and other similar activities. HERC shall keep HSI fully informed of all progress in proceedings under this Section. HERC agrees to pay for all reasonable fees and expenses incurred by HSI for such participation.. HERC shall defend, indemnify and hold THC, HSI, and their affiliates, and each of their officers, directors, agents, and employees harmless from and against all costs, expenses and losses (including reasonable attorney fees and costs) incurred from claims of third parties against either THC, HSI or any of their affiliates stemming from any of the activities contemplated under this Section 2.9. HSI acknowledges and agrees that it will not enter into any settlement for any action involving HERC without HERC's prior written approval. Further, HSI will defer the assignment of any Canadian registrations of the HSI HERC Foreign ERB Trademarks until requested by HERC. HSI acknowledges and agrees that HERC may or may not enter into any settlement of the Litigation in its sole discretion.

3. Quality Control. HSI, or a duly appointed agent of HSI, has the right, at all reasonable times, to inspect the Foreign and US Licensed Products and Services and performance and promotion of the Foreign and US Licensed Products and Services upon or in connection with which the HSI (HERTZ) Foreign ERB Trademarks and HSI (HERTZ) US ERB Trademarks are used by Licensee, in order that HSI may satisfy itself that the Foreign and US Licensed Products and Services meet the level of quality at least comparable to that maintained by Licensee immediately prior to the

Effective Date. HSI shall also have the right to receive, from time to time, without charge, a reasonable number of photographs of samples of goods upon which the HSI (HERTZ) Foreign ERB Trademarks and HSI (HERTZ) US ERB Trademarks are used.

4. Term and Termination.

4.1 By THC or HSI upon Notice. In the event of a material breach of this Agreement or the IPA, THC or HSI may notify HERC of such material breach and terminate this Agreement upon written notice. If HERC has not cured any such breach within thirty (30) days after HERC receives such notice, this Agreement shall automatically terminate without further notice. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be cured, then this Agreement shall automatically terminate upon notice of termination by THC or HSI to HERC (without any opportunity to cure the breach).

4.2 By THC or HSI Immediately. THC or HSI shall have the right to immediately terminate this Agreement if HERC: (i) becomes insolvent, or (ii) files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against HERC and not dismissed within thirty (30) days, or (iii) makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or (iv) discontinues its business, or (v) causes or suffers a receiver to be appointed for it or its business and such receiver has not been discharged within thirty (30) days after the date of appointment thereof, or (vi) undergoes a Change of Control to any Person that competes with either THC or HSI in the VRB or is otherwise engaged in the travel industry, without THC or HSI's prior written approval.

4.3 No Waiver. No refusal by either Licensor to terminate this Agreement in accordance this section will be deemed to be a waiver of such Licensor's right to terminate upon any subsequent or future event by which such Party has, or is provided with, the right to terminate this Agreement.

4.4 Result of Termination. Termination of this Agreement shall not result in the termination of any provisions herein which by their nature are meant to survive termination (including any covenants herein related to discontinuation of use of licensed intellectual property), nor shall it relieve any Party of liability for breaches of the terms hereof prior to termination. Upon termination of this Agreement, for any reason, Licensee agrees to discontinue use of the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the THC (HERTZ) ERB Domains, the Trade Name and Other Intellectual Property from any promotional materials or any other materials used in connection with the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the THC (HERTZ) ERB Domains, the Trade Name and Other Intellectual Property. Licensee hereby agrees that it shall immediately take all steps to refrain from using the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the THC (HERTZ) ERB Domains, the Trade Name and Other Intellectual Property and to refrain from using the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the THC (HERTZ) ERB Domains, the Trade Name and Other Intellectual Property in advertising, on business cards, signage, industry publications, commercial registries and directories, telephone directories, similar listings and other material as promptly as possible. Licensee shall not thereafter use the HSI (HERTZ) Foreign ERB Trademarks, the HSI (HERTZ) US ERB Trademarks, the THC (HERTZ) ERB

Domains, the Trade Name and Other Intellectual Property, or any colorable imitation thereof in any manner or form whatsoever in the conduct of Licensee's business.

5. Miscellaneous.

5.1 Recordation of License. If Licensor considers it advisable to record Licensee as a licensee or registered user of the any of the trademark rights discussed herein in any jurisdiction, Licensee agrees to cooperate in such a procedure and to execute any documents submitted to Licensee for this purpose.

5.2 Authority. Each Party represents, warrants, and agrees that its corporate officers executing the Agreement have been duly authorized and empowered to do so.

5.3 Assignment. HERC may not assign, transfer, sublicense or delegate any of its rights hereunder or delegate its obligations hereunder without the prior written consent of HSI, and any such purported assignment, transfer, sublicense or delegation, in the absence of such consent, shall be void and without effect.

5.4 Entire Understanding/Amendment. This Agreement, the IPA and the agreements exhibited thereto, the Distribution Agreement and the Ancillary Agreements (as defined in the Distribution Agreement) set forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and may not be orally changed, altered, modified or amended in any respect. To effect any change, modification, alteration or amendment of this Agreement, the same must be in writing, signed by all Parties hereto.

5.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the Parties (including by way of merger or sale of all or substantially all assets), subject to the restrictions on assignment set forth herein.

5.6 No Waiver. Except as otherwise provided in this Agreement, neither Party waives any rights under this Agreement by delaying or failing to enforce such rights. No waiver by any Party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

5.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement. Upon such determination that a provision is invalid or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

5.8 Relationship of Parties. Each Party shall act as an independent contractor in carrying out its obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between the Parties and neither

Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

5.9 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

5.10 Schedules. All schedules attached to this Agreement are incorporated herein by reference as though fully set forth herein.

5.11 Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original version of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

5.13 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any third-party beneficiary rights in any individual.

5.14 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE HERTZ CORPORATION

By: _____

Name: _____

Title: _____

HERTZ SYSTEM, INC.

By: _____
Name: _____
Title: _____

HERC RENTALS INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

HSI (HERTZ) Foreign ERB Trademarks

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Afghanistan	HERTZ	HERTZ SYSTEM, INC.	173	11333	07, 37
Afghanistan	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	174	11334	07, 37
Afghanistan	HERTZ	HERTZ SYSTEM, INC.		20	35
Argentina	HERTZ	HERTZ SYSTEM, INC.		1945826	39
Argentina	HERTZ	HERTZ SYSTEM, INC.	2166231	2397483	7
Argentina	HERTZ	HERTZ SYSTEM, INC.	2166232	2397482	37
Argentina	HERTZ	HERTZ SYSTEM, INC.		2109521	12
Australia	HERTZ	HERTZ SYSTEM, INC.	328555	328555	39
Australia	HERTZ	HERTZ SYSTEM, INC.		441195	39
Australia	HERTZ	HERTZ SYSTEM, INC.	1540428	1540428	07, 37
Australia	HERTZ SYSTEM	HERTZ SYSTEM, INC.	B 191212	191212	16
Bahrain	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	112/91	SM 865	37
Bahrain	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	113/91	SM866	39
Bahrain	HERTZ IN BLACK SQUARE (DEVICE)	HERTZ SYSTEM, INC.		SM360	39
Bangladesh	HERTZ	HERTZ SYSTEM, INC.	79498		16
Bangladesh	HERTZ	HERTZ SYSTEM, INC.		9425	12
Bangladesh	HERTZ	HERTZ SYSTEM, INC.	114082		37
Bangladesh	HERTZ	HERTZ SYSTEM, INC.	114081	114081	39
Benelux	HERTZ LEASE	HERTZ SYSTEM, INC.	956699	676262	16, 36, 37, 39
Benelux	HERTZ	HERTZ SYSTEM, INC.	533361	38548	06, 09, 12, 14, 16, 20, 21, 25, 26, 34
Benelux	HERTZ LEASING	HERTZ SYSTEM, INC.	706449	155445	36, 39
BES Islands	HERTZ	HERTZ SYSTEM, INC.	2803	2803	12, 16, 25, 37, 39
BES Islands	HERTZ	HERTZ SYSTEM, INC.	2802	2802	07, 37, 39
Brazil	HERTZ	HERTZ SYSTEM, INC.		810000598	7.10
Brazil	HERTZ	HERTZ SYSTEM, INC.	810550679	810550679	40.20
Brazil	HERTZ	HERTZ SYSTEM, INC.	813330939	813330939	39
Brazil	HERTZ	HERTZ SYSTEM, INC.	813330920	813330920	36
Brazil	HERTZ	HERTZ SYSTEM, INC.		4503074	37
Brazil	HERTZ	HERTZ SYSTEM, INC.		200059564	39
Canada	HERTZ	HERTZ SYSTEM, INC.	785792	507733	
Canada	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	1003295	535889	
Canada	HERTZ RÉCOMPENSES OR PLUS	HERTZ SYSTEM, INC.	1580366	TMA904303	

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Canada	HERTZ SERVICE PUMP & COMPRESSOR	HERTZ SYSTEM, INC.	1648494		
Canada	HERTZ	HERTZ SYSTEM, INC.		103505	
Chile	HERTZ	HERTZ SYSTEM, INC.		816318	12
Chile	HERTZ	HERTZ SYSTEM, INC.		736995	9
Chile	HERTZ	HERTZ SYSTEM, INC.	421967	850410	7
Chile	HERTZ	HERTZ SYSTEM, INC.	421968	850350	37
Chile	HERTZ	HERTZ SYSTEM, INC.		780876	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	2000009775	1539809	39
China (PRC)	HERTZ (HE ZI) IN CHINESE CHARACTERS	HERTZ SYSTEM, INC.	2000010657	1569962	12
China (PRC)	HERTZ (HE ZI) IN CHINESE CHARACTERS	HERTZ SYSTEM, INC.	2000010658	1544848	16
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	135587	135587	12
China (PRC)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	93065294	770272	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5045278	5045278	16
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5045277	5045277	25
China (PRC)	HERTZ (HE ZI) in Chinese Characters (Special Form)	HERTZ SYSTEM, INC.	5543674	5543674	36
China (PRC)	HERTZ (HE ZI) in Chinese Characters (Special Form)	HERTZ SYSTEM, INC.	5580185	5580185	37
China (PRC)	HERTZ (HE ZI) in Chinese Characters (Special Form)	HERTZ SYSTEM, INC.	5543690	5543690	39
China (PRC)	HERTZ (HE ZI) in Chinese Characters in Color (Yellow)	HERTZ SYSTEM, INC.	5543689	5543689	39
China (PRC)	HE SHI in Chinese Characters	HERTZ SYSTEM, INC.	5543688	5543688	39
China (PRC)	HERTZ LEASING in Chinese Characters	HERTZ SYSTEM, INC.	5543673	5543673	36
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5580186	5580186	37
China (PRC)	HERTZ in Colors (Yellow & Black)	HERTZ SYSTEM, INC.	5543686	5543686	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	5543672	5543672	36
China (PRC)	HE SHI in Chinese Characters in Color (Yellow & Black)	HERTZ SYSTEM, INC.	5543685	5543685	39
China (PRC)	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	6224241	6224241	37
China (PRC)	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	6224240	6224240	39
China (PRC)	HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	6286168	6286168	39
China (PRC)	HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	6293475	6293475	37
China (PRC)	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	6554419	6554419	7
China (PRC)	HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	6554418	6554418	7

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China (PRC)	HERTZ and HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	8016265	8016265	7
China (PRC)	HERTZ and HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	8083562	8083562	37
China (PRC)	HERTZ and HERTZ EQUIPMENT RENTAL in Chinese Characters	HERTZ SYSTEM, INC.	8083561	8083561	39
China (PRC)	HERTZ	HERTZ SYSTEM, INC.	8083563	8083563	7
Colombia	HERTZ	HERTZ SYSTEM, INC.		79240	39
Colombia	HERTZ	HERTZ SYSTEM, INC.	98043223	216689	7
Colombia	HERTZ	HERTZ SYSTEM, INC.	98043872	216160	37
Colombia	HERTZ	HERTZ SYSTEM, INC.		73852	16
Costa Rica	HERTZ	HERTZ SYSTEM, INC.		19971/58904	12
Costa Rica	HERTZ	HERTZ SYSTEM, INC.	NONE	81043/79005	39
Costa Rica	HERTZ	HERTZ SYSTEM, INC.	1998-0005702	112308/16639	7
Costa Rica	HERTZ	HERTZ SYSTEM, INC.		112307	37
Curacao	HERTZ	HERTZ SYSTEM, INC.		3717	12, 16, 25, 37, 39
Curacao	HERTZ	HERTZ SYSTEM, INC.	NONE	3270	07, 37, 39
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.	2003-11991	135067	39
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.		10393	25
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.		101337	70
Dominican Republic	HERTZ	HERTZ SYSTEM, INC.		100651	70
El Salvador	HERTZ	HERTZ SYSTEM, INC.		5750 BOOK 23	12
El Salvador	HERTZ	HERTZ SYSTEM, INC.	NONE	141 BOOK 20	39
El Salvador	HERTZ	HERTZ SYSTEM, INC.	11998004847	62 BOOK 120	7
El Salvador	HERTZ	HERTZ SYSTEM, INC.	11998004829	247 BOOK 111	37
Eritrea	HERTZ	HERTZ SYSTEM, INC.	NONE	NONE	
European Community	HERTZ	HERTZ SYSTEM, INC.	2293512	2293512	35, 36, 39
European Community	HERTZ	HERTZ SYSTEM, INC.	37465	37465	12, 37, 39
European Community	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	37390	37390	12, 37, 39
European Community	HERTZ With Dropped Shadow	HERTZ SYSTEM, INC.	37721	37721	12, 37, 39
European Community	HERTZ	HERTZ SYSTEM, INC.	108159	108159	07, 16
France	HERTZ EQUIPEMENT	HERTZ SYSTEM, INC.	98712893	98712893	07, 37
France	HERTZ	HERTZ SYSTEM, INC.		1299376	39
Guatemala	HERTZ	HERTZ SYSTEM, INC.		11047	12
Guatemala	HERTZ	HERTZ SYSTEM, INC.	5541/91	69259	39
Guatemala	HERTZ	HERTZ SYSTEM, INC.	5812/98	98206	7
Guatemala	HERTZ	HERTZ SYSTEM, INC.	5813/98	101236	37
Honduras	HERTZ	HERTZ SYSTEM, INC.		8570	12
Honduras	HERTZ	HERTZ SYSTEM, INC.		141	39

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Honduras	HERTZ	HERTZ SYSTEM, INC.	9243/98	75404	7
Honduras	HERTZ	HERTZ SYSTEM, INC.	9242/98	5475	37
Hong Kong	HERTZ	HERTZ SYSTEM, INC.		B1280/1968	16
Hong Kong	HERTZ	HERTZ SYSTEM, INC.	7956/89	1798/1993	7
Hong Kong	HERTZ EQUIPMENT RENTAL & DESIGN	HERTZ SYSTEM, INC.	7957/89	4884/1993	7
Hong Kong	HERTZ	HERTZ SYSTEM, INC.	9101/92	1771/1994	39
Hong Kong	HERTZ (HE ZI) IN CHINESE CHARACTERS	HERTZ SYSTEM, INC.	9102/92	5274/1993	39
Hong Kong	HERTZ	HERTZ SYSTEM, INC.	9795/98	199907839	37
Hong Kong	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	300934290	300934290	37, 39
Hong Kong	HERTZ EQUIPMENT RENTAL in Chinese Characters (Series of 2)	HERTZ SYSTEM, INC.	300958942	300958942	37, 39
Hong Kong	HERTZ	HERTZ SYSTEM, INC.		B 1279/1968	12
Iceland	HERTZ	HERTZ SYSTEM, INC.	569/2003	357/2003	36, 39
Iceland	HERTZ IN RECTANGLE	HERTZ SYSTEM, INC.	144/1967	62/1969	39
India	HERTZ	HERTZ SYSTEM, INC.	1238957	1238957	37, 39
India	HERTZ	HERTZ SYSTEM, INC.		371547B	12
India	HERTZ	HERTZ SYSTEM, INC.	371548B	371548	16
India	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	1590404	1590404	37, 39
India	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	1648494	1648494	7
Indonesia	HERTZ	HERTZ SYSTEM, INC.	NONE	IDM00040192	37
Iran (Islamic Republic of)	HERTZ	HERTZ SYSTEM, INC.		18041	12, 37, 39
Iraq	HERTZ & Iraqi Arabic Transliteration	HERTZ SYSTEM, INC.	45076	45076	07, 37
Iraq	HERTZ	HERTZ SYSTEM, INC.	45513		12, 39
Iraq	HERTZ	HERTZ SYSTEM, INC.			07, 37
Iraq	HERTZ in Iraqi Arabic Transliteration	HERTZ SYSTEM, INC.			07, 37
Iraq	HERTZ in Iraqi Arabic Transliteration	HERTZ SYSTEM, INC.			39
Ireland	HERTZ	HERTZ SYSTEM, INC.	6348/89	137460	7
Israel	HERTZ	HERTZ SYSTEM, INC.	236694	236694	07, 37
Israel	HERTZ	HERTZ SYSTEM, INC.		25820	39
Italy	HERTZ	HERTZ SYSTEM, INC.	RM1971C035119	302011901977764	36, 37, 39, 42
Jamaica	HERTZ	HERTZ SYSTEM, INC.	43590	43590	39
Jamaica	HERTZ	HERTZ SYSTEM, INC.	17430	17430	12
Jamaica	HERTZ	HERTZ SYSTEM, INC.	7/546	32738	7
Jamaica	HERTZ	HERTZ SYSTEM, INC.		12879	16
Japan	HERTZ & HERTZ in Katakana	HERTZ SYSTEM, INC.	35605/2001	4551615	16
Japan	HERTZ	HERTZ SYSTEM, INC.	33337/88	2366618	12
Japan	HERTZ	HERTZ SYSTEM, INC.	250151/92	3059707	39
Japan	HERTZ IN KATAKANA	HERTZ SYSTEM, INC.	250152/92	3059708	39
Japan	HERTZ JAPAN	HERTZ SYSTEM, INC.	100201/92	3001240	39

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Japan	HERTZ	HERTZ SYSTEM, INC.	125221/94	4097151	16
Japan	HERTZ	HERTZ SYSTEM, INC.	2008-73644	5429774	07, 37, 39, 40, 43, 45
Japan	HERTZ IN KATAKANA	HERTZ SYSTEM, INC.	2008-73645	5429775	07, 37, 39, 40, 43, 45
Jordan	HERTZ	HERTZ SYSTEM, INC.	NONE	59837	37
Jordan	HERTZ	HERTZ SYSTEM, INC.	NONE	59836	39
Jordan	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	NONE	59991	37
Jordan	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	NONE	59835	39
Jordan	HERTZ	HERTZ SYSTEM, INC.	NONE	72580	12
Jordan	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	29036	29036	7
Jordan	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	29887	29887	12
Jordan	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	29888	29888	16
Kiribati	HERTZ	HERTZ SYSTEM, INC.	NONE	3026	37
Kiribati	HERTZ	HERTZ SYSTEM, INC.	NONE	3006	39
Kuwait	HERTZ	HERTZ SYSTEM, INC.	25127	25174	12
Kuwait	HERTZ	HERTZ SYSTEM, INC.	25128	25175	16
Kuwait	HERTZ	HERTZ SYSTEM, INC.	32721	30390	39
Lebanon	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	332/165617	105941	37, 39
Lebanon	HERTZ	HERTZ SYSTEM, INC.	109241	109241	39
Libya	HERTZ	HERTZ SYSTEM, INC.	4006		37
Libya	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	4007		37
Libya	HERTZ	HERTZ SYSTEM, INC.	4008		39
Libya	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	4009		39
Malaysia	HERTZ	HERTZ SYSTEM, INC.		306/83	7
Malaysia	Hertz (Stylized) & Black & White Rectangles Label	HERTZ SYSTEM, INC.	83/00305	83/00305	7
Malaysia	HERTZ	HERTZ SYSTEM, INC.	18442/97	18442/97	39
Malaysia	HERTZ	HERTZ SYSTEM, INC.	9778/98	9778/98	37
Malaysia (Malaya Peninsula)	HERTZ	HERTZ SYSTEM, INC.	M/75756	M/75756	12
Malaysia (Malaya Peninsula)	HERTZ	HERTZ SYSTEM, INC.		M/75757	16
Malaysia (Sabah)	HERTZ	HERTZ SYSTEM, INC.	19707	S/19707	12
Malaysia (Sabah)	HERTZ	HERTZ SYSTEM, INC.		S/19706	16
Malaysia (Sarawak)	HERTZ	HERTZ SYSTEM, INC.		R/014946	12
Malaysia (Sarawak)	HERTZ	HERTZ SYSTEM, INC.		R/014945	16
Maldives	HERTZ	HERTZ SYSTEM, INC.		NONE	37, 39
Mexico	HERTZ	HERTZ SYSTEM, INC.		202537	16

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Mexico	HERTZ	HERTZ SYSTEM, INC.	1070837	1247629	7
Mexico	HERTZ	HERTZ SYSTEM, INC.	1070836	1230689	37
Mexico	HERTZ	HERTZ SYSTEM, INC.	M112563	117316	39
Mongolia	HERTZ	HERTZ SYSTEM, INC.		208	39
Mongolia	HERTZ	HERTZ SYSTEM, INC.	12377	11032	07, 37
Mongolia	HERTZ transliteration in Mongolian	HERTZ SYSTEM, INC.	12428	11352	07, 37
Morocco	HERTZ	HERTZ SYSTEM, INC.	63466	63466	07, 37
Morocco	HERTZ	HERTZ SYSTEM, INC.		66790	11
New Zealand	HERTZ	HERTZ SYSTEM, INC.	55852	B 55852	12
New Zealand	HERTZ	HERTZ SYSTEM, INC.	B182512	182512	39
Nicaragua	HERTZ	HERTZ SYSTEM, INC.		9604	12
Nicaragua	HERTZ	HERTZ SYSTEM, INC.	NONE	23401 CC	39
Nicaragua	HERTZ	HERTZ SYSTEM, INC.	2914/98	R41162CC	7
Nicaragua	HERTZ	HERTZ SYSTEM, INC.	2915/98	41171CC	37
Norway	HERTZ	HERTZ SYSTEM, INC.		46518	12
Norway	HERTZ	HERTZ SYSTEM, INC.	6568/98	194827	07, 37
Norway	HERTZ	HERTZ SYSTEM, INC.	93297	73553	39
Oman	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	5758	5758	37
Oman	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	5759	5759	39
Oman	HERTZ	HERTZ SYSTEM, INC.	41033	41033	39
Pakistan	HERTZ	HERTZ SYSTEM, INC.	194504	194504	37
Pakistan	HERTZ	HERTZ SYSTEM, INC.	194450	194450	39
Pakistan	HERTZ	HERTZ SYSTEM, INC.	139442	139442	16
Pakistan	HERTZ	HERTZ SYSTEM, INC.	28499	28499	12
Palau	HERTZ	HERTZ SYSTEM, INC.		NONE	37, 39
Panama	HERTZ	HERTZ SYSTEM, INC.		8111	39
Panama	HERTZ	HERTZ SYSTEM, INC.		32832	39
Panama	HERTZ	HERTZ SYSTEM, INC.	95805	95805	7
Panama	HERTZ	HERTZ SYSTEM, INC.	95806	95806	37
Panama	HERTZ	HERTZ SYSTEM, INC.		10638	12
Peru	HERTZ	HERTZ SYSTEM, INC.		5977	39
Peru	HERTZ	HERTZ SYSTEM, INC.		41597	16
Peru	HERTZ	HERTZ SYSTEM, INC.	199846	9959	39
Peru	HERTZ	HERTZ SYSTEM, INC.	66874	49569	7
Peru	HERTZ	HERTZ SYSTEM, INC.	66875	15875	37
Portugal	HERTZ-EQUIPAMENTOS	HERTZ SYSTEM, INC.	410788	410788	37, 39
Portugal	HERTZE-CLIENT	HERTZ SYSTEM, INC.	410789	410789	37, 39
Portugal	HERTZ-ECLIENT	HERTZ SYSTEM, INC.	422093	422093	37, 39
Puerto Rico	HERTZ	HERTZ SYSTEM, INC.	NONE	7783	105
Qatar	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	8682	8682	37
Qatar	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	8683	8683	39
Qatar	HERTZ	HERTZ SYSTEM, INC.	93209		7
Qatar	HERTZ	HERTZ SYSTEM, INC.	93210		37
Qatar	HERTZ	HERTZ SYSTEM, INC.	93211		39

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Qatar	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	93212		7
Saint Maarten	HERTZ	HERTZ SYSTEM, INC.		3717	12, 16, 25, 37, 39
Saint Maarten	HERTZ	HERTZ SYSTEM, INC.	NONE	3720	07, 37, 39
Saudi Arabia	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	14037	248/61	37
Saudi Arabia	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	14036	248/89	39
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	108333	908/14	39
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134949	1080/90	7
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134950	1080/91	12
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134951	1103/89	16
Saudi Arabia	HERTZ	HERTZ SYSTEM, INC.	134952	1077/25	37
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134944	1094/82	7
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134945	1080/89	12
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134946	1094/73	16
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134947	1101/10	37
Saudi Arabia	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	134948	1105/93	39
Singapore	HERTZ	HERTZ SYSTEM, INC.		T7875606Z	12
Singapore	HERTZ	HERTZ SYSTEM, INC.		T7875607H	16
Singapore	HERTZ	HERTZ SYSTEM, INC.	2684/85	T8502684E	7
Singapore	Hertz (Stylized) & Black & White Rectangles Label	HERTZ SYSTEM, INC.	2690/85	T8502690Z	7
Singapore	Hertz (Stylized) & Black & White Rectangles Label	HERTZ SYSTEM, INC.	2689/85	T8502689F	12
Singapore	HERTZ	HERTZ SYSTEM, INC.	1623/91	T91/1623F	37
Singapore	HERTZ	HERTZ SYSTEM, INC.	1650/91	T9101650C	39
South Africa	HERTZ	HERTZ SYSTEM, INC.	0098/72	0098/72	39
South Africa	HERTZ	HERTZ SYSTEM, INC.	B2585/65	B2585/65	16
South Korea	HERTZ in Korean Characters	HERTZ SYSTEM, INC.	3393/90	16098	39
South Korea	HERTZ & Korean Characters	HERTZ SYSTEM, INC.	2000-1	484128	25
South Korea	HERTZ in Korean Characters	HERTZ SYSTEM, INC.	45-2008-0003818	45-0031699	07, 37
South Korea	HERTZ	HERTZ SYSTEM, INC.	45-2008-0003817	45-0061698	07, 37
South Korea	HERTZ	HERTZ SYSTEM, INC.		118	39
Spain	HERTZ ALQUILER DE MAQUINARIA & DEVICE	HERTZ SYSTEM, INC.	2569279	2569279	37
Spain	Hertz (Stylized) Plant Services (in Color)	HERTZ SYSTEM, INC.	2754245	2754245	37
Syria	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	42632	21515	37, 39
Syria	HERTZ	HERTZ SYSTEM, INC.	303679	112500	39
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.		378540	56

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Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	78/14028	470431	82
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	78/14029	470528	82
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	87036124	113614	37
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	97042374	1416353	7
Taiwan (R.O.C.)	HERTZ in Chinese Characters	HERTZ SYSTEM, INC.	97042372	1393391	07, 37, 39, 40, 43
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	101034719	1565065	37, 39
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	101034715	1564340	39
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.	103006776	1682823	07, 12, 16
Taiwan (R.O.C.)	HERTZ (HE ZI) & CHINESE CHARACTERS	HERTZ SYSTEM, INC.	103007016	1691497	07, 12, 16
Taiwan (R.O.C.)	HERTZ in Chinese Characters	HERTZ SYSTEM, INC.	103006777		07, 37, 39, 40
Taiwan (R.O.C.)	HERTZ	HERTZ SYSTEM, INC.		34223	66
Thailand	HERTZ	HERTZ SYSTEM, INC.	88169	279254/KOR25617	12
Thailand	HERTZ	HERTZ SYSTEM, INC.	88170	279255/KOR25618	16
Thailand	HERTZ	HERTZ SYSTEM, INC.	134820	253527/KOR10567	7
Thailand	HERTZ	HERTZ SYSTEM, INC.	255950	255950/BOR1663	39
Thailand	HERTZ	HERTZ SYSTEM, INC.	367492	367492/BOR8554	37
Tonga	HERTZ	HERTZ SYSTEM, INC.	TO/M/13/02752	2264	37, 39
Trinidad and Tobago	HERTZ	HERTZ SYSTEM, INC.		B 10503	39
Trinidad and Tobago	HERTZ	HERTZ SYSTEM, INC.	24504	24504	39
Trinidad and Tobago	HERTZ	HERTZ SYSTEM, INC.	28577	28577	07, 37
Turkey	HERTZ	HERTZ SYSTEM, INC.	1999/4976	209087	07, 12, 16, 37
Turkey	HERTZ	HERTZ SYSTEM, INC.		129382	12, 16
Tuvalu	HERTZ	HERTZ SYSTEM, INC.		1506	37
Tuvalu	HERTZ	HERTZ SYSTEM, INC.		1507	39
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	2737	1504	39
United Arab Emirates	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	2738	1511	39
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118882	125998	7
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118885	126002	12
United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118887	126003	16

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United Arab Emirates	HERTZ	HERTZ SYSTEM, INC.	118889	126270	37
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118876	125999	7
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118877	126000	12
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118878	126001	16
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118879	126269	37
United Arab Emirates	HERTZ in Arabic Transliteration	HERTZ SYSTEM, INC.	118880	126267	39
United Kingdom	HERTZ	HERTZ SYSTEM, INC.	1036020	1036020	16
United Kingdom	HERTZ	HERTZ SYSTEM, INC.	1275171	1275171	39
United Kingdom	Hertz (Stylized)	HERTZ SYSTEM, INC.	1482000	1482000	12
United Kingdom	Hertz (Stylized)	HERTZ SYSTEM, INC.	1482001	1482001	16
United Kingdom	Hertz (Stylized)	HERTZ SYSTEM, INC.	1482002	1482002	39
United Kingdom	HERTZ	HERTZ SYSTEM, INC.	2539261	2539261	37
Uruguay	HERTZ	HERTZ SYSTEM, INC.		398787	12
Uruguay	HERTZ	HERTZ SYSTEM, INC.	305991	393448	07, 37
Uruguay	HERTZ	HERTZ SYSTEM, INC.		400780	39
Uzbekistan	HERTZ in Cyrillic (Version 5)	HERTZ SYSTEM, INC.	MGU 20000848	MGU 11471	39
Venezuela	HERTZ	HERTZ SYSTEM, INC.		31564F	12
Venezuela	HERTZ	HERTZ SYSTEM, INC.		107915-F	7
Venezuela	HERTZ	HERTZ SYSTEM, INC.		17611 D	37
Venezuela	HERTZ	HERTZ SYSTEM, INC.	4566/95	S004296	39
Vietnam	HERTZ	HERTZ SYSTEM, INC.	1881	1803	39
Vietnam	HERTZ	HERTZ SYSTEM, INC.	1778/92	8374	12, 16
Vietnam	HERTZ	HERTZ SYSTEM, INC.	4-2008-16233	132291	07, 37
Vietnam	HERTZ EQUIPMENT RENTAL	HERTZ SYSTEM, INC.	4-2008-16234	145524	07, 37
Yemen, Republic of (TM)	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	7088	7656	37
Yemen, Republic of (TM)	HERTZ & Arabic Transliteration	HERTZ SYSTEM, INC.	7089	7657	39
Yemen, Republic of (TM)	HERTZ	HERTZ SYSTEM, INC.	12530	10018	37
Yemen, Republic of (TM)	HERTZ	HERTZ SYSTEM, INC.	12835	10250	39

SCHEDULE B

HSI (HERTZ) US ERB Trademarks

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
United States	HERTZ Stylized on Yellow Trapezoid (Streamline)	HERTZ SYSTEM, INC.	86288666	4691285	39
United States	HERTZ	HERTZ SYSTEM, INC.	78240462	2830130	16
United States	HERTZ	HERTZ SYSTEM, INC.	71657133	614123	39
United States	Hertz With Stippling & Dropped Shadow	HERTZ SYSTEM, INC.	74150193	1733621	39
United States	Hertz in Yellow Horizontal Strip	HERTZ SYSTEM, INC.	76702523	4292510	39
United States	Hertz in Yellow Vertical Strip	HERTZ SYSTEM, INC.	76702521	4292509	39
United States	Hertz in Yellow Rounded Rectangle	HERTZ SYSTEM, INC.	76702520	4295844	39
United States	Hertz (Stylized)	HERTZ SYSTEM, INC.	73360120	1230391	39

SCHEDULE C

THC (HERTZ) ERB Domains

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	cehertzequipement-ouestsudouest.com	2016-12-24	registered locked	Auto Renewal	.com
HERC	hertzsvicepump.ca	2016-05-27	registered locked	Auto Renewal	.ca
HERC	hertsequip.com	2016-11-20	registered locked	Auto Renewal	.com
HERC	hertzsvicepump.com	2017-02-22	registered locked	Auto Renewal	.com
HERC	hertz.equipment		closed	Auto Renewal	.equipment
HERC	hertztrenchservices.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hertzaerial.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hertzusedequipment.cn	2010-03-19	closed	Auto Renewal	.cn
HERC	hertzaerialservices.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hertzusedequipment.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzeequip.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzusedequipment.com	2016-12-12	registered locked	Auto Renewal	.com
HERC	hertzeequip.com	2016-07-21	registered locked	Auto Renewal	.com
HERC	hertzusedequipment.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzeequip.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzusedequipment.com.cn	2010-03-19	closed	Auto Renewal	.com.cn
HERC	hertzeequip.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzusedequipment.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzenergy.com	2016-07-09	registered locked	Auto Renewal	.com
HERC	htzpartners.com	2016-08-30	registered locked	Auto Renewal	.com
HERC	hertzenergyservices.ca	2017-02-17	registered locked	Auto Renewal	.ca
HERC	赫兹设备.cn - Hertz Equipment .cn				
HERC	hertzenergyservices.cn	2016-03-25	registered locked	Auto Renewal	.cn
HERC	赫兹设备.中国 - Hertz Equipment. China				
HERC	hertzenergyservices.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	赫兹设备租赁.cn - Hertz Equipment Rental .cn				
HERC	hertzenergyservices.es	2017-02-17	registered locked	Auto Renewal	.es
HERC	赫兹设备租赁.中国 - Hertz Equipment Rental China.				
HERC	hertzenergyservices.fr	2017-02-17	registered locked	Auto Renewal	.fr
HERC	hertzenergyservices.it	2016-04-23	registered locked	Auto Renewal	.it
HERC	hertzenergyservices.net	2017-02-17	registered locked	Auto Renewal	.net
HERC	hertzenergyservices.us	2017-02-16	registered locked	Auto Renewal	.us
HERC	hertzentertainment.com	2016-03-12	registered locked	Auto Renewal	.com
HERC	hertzentertainmentservices.biz	2016-05-10	registered locked	Auto Renewal	.biz
HERC	hertzentertainmentservices.ca	2016-05-12	registered locked	Auto Renewal	.ca
HERC	hertzentertainmentservices.co.nz	2016-05-13	registered locked	Auto Renewal	.co.nz
HERC	hertzentertainmentservices.co.uk	2016-05-11	registered locked	Auto Renewal	.co.uk
HERC	hertzentertainmentservices.com	2016-05-11	registered locked	Auto Renewal	.com

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	hertzentainmentservices.com.au	2017-05-12	registered locked	Auto Renewal	.com.au
HERC	hertzentainmentservices.es	2016-05-11	registered locked	Auto Renewal	.es
HERC	hertzentainmentservices.fr	2016-05-12	registered locked	Auto Renewal	.fr
HERC	hertzentainmentservices.info	2016-05-11	registered locked	Auto Renewal	.info
HERC	hertzentainmentservices.net	2016-05-11	registered locked	Auto Renewal	.net
HERC	hertzentainmentservices.org	2016-05-11	registered locked	Auto Renewal	.org
HERC	hertzentsvs.com	2016-04-20	registered locked	Auto Renewal	.com
HERC	hertzeqip.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzeqip.cn	2010-03-19	closed	Auto Renewal	.cn
HERC	hertzeqip.com	2016-11-15	registered locked	Auto Renewal	.com
HERC	hertzeqip.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzeqip.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzeqip.net.cn	2010-03-19	closed	Auto Renewal	.net.cn
HERC	hertzeqip.af	2016-03-26	registered locked	Auto Renewal	.af
HERC	hertzeqip.asia	2016-06-05	registered locked	Auto Renewal	.asia
HERC	hertzeqip.ca	2016-07-07	registered locked	Auto Renewal	.ca
HERC	hertzeqip.cc	2016-06-05	registered locked	Auto Renewal	.cc
HERC	hertzeqip.cn	2012-10-10	closed	Auto Renewal	.cn
HERC	hertzeqip.cn	2016-10-10	registered locked	Auto Renewal	.cn
HERC	hertzeqip.cnkeyword	2016-06-17	registered locked	Auto Renewal	.cnkeyword
HERC	hertzeqip.com	2016-09-10	registered locked	Auto Renewal	.com
HERC	hertzeqip.com.cn	2016-10-10	registered locked	Auto Renewal	.com.cn
HERC	hertzeqip.com.cn	2012-10-10	closed	Auto Renewal	.com.cn
HERC	hertzeqip.com.pl	2017-02-08	registered unlocked	Auto Renewal	.com.pl
HERC	hertzeqip.com.sa	2016-09-28	registered locked	Auto Renewal	.com.sa
HERC	hertzeqip.com.tw	2016-06-23	registered locked	Auto Renewal	.com.tw
HERC	hertzeqip.es	2016-05-28	registered locked	Auto Renewal	.es
HERC	hertzeqip.fr	2017-02-17	registered locked	Auto Renewal	.fr
HERC	hertzeqip.hk	2016-06-06	registered locked	Auto Renewal	.hk
HERC	hertzeqip.in	2016-06-23	registered locked	Auto Renewal	.in
HERC	hertzeqip.mx	2016-05-26	registered locked	Auto Renewal	.mx
HERC	hertzeqip.name	2016-06-05	registered locked	Auto Renewal	.name
HERC	hertzeqip.net	2016-06-23	registered locked	Auto Renewal	.net
HERC	hertzeqip.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzeqip.net.cn	2010-03-19	closed	Auto Renewal	.net.cn
HERC	hertzeqip.pl	2017-02-08	registered locked	Auto Renewal	.pl
HERC	hertzeqip.qa	2016-08-14	registered locked	Auto Renewal	.qa
HERC	hertzeqip.travel	2016-10-08	registered locked	Auto Renewal	.travel
HERC	hertzeqip.tv	2016-10-09	registered locked	Auto Renewal	.tv
HERC	hertzeqip.tw	2016-06-05	registered locked	Auto Renewal	.tw
HERC	hertz-equipamentos.pt	2016-07-01	registered locked	Auto Renewal	.pt
HERC	hertzequipauctions.com	2016-07-06	registered locked	Auto Renewal	.com
HERC	hertz-equipement.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertz-equipement.com	2017-01-04	registered locked	Auto Renewal	.com
HERC	hertz-equipement.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertz-equipement.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
HERC	hertzequipment.ca	2016-07-13	registered locked	Auto Renewal	.ca

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	hertzquip.com	2016-11-27	registered locked	Auto Renewal	.com
HERC	hertzrentalequipment.cn	2016-03-18	registered locked	Auto Renewal	.cn
HERC	hertzrentalequipment.com	2016-06-13	registered locked	Auto Renewal	.com
HERC	hertzrentalequipment.com.cn	2016-03-18	registered locked	Auto Renewal	.com.cn
HERC	hertzrentalequipment.net.cn	2016-03-18	registered locked	Auto Renewal	.net.cn
	hertzrentals.ca	6/23/2016			.ca

SCHEDULE D

HERC Affiliates

Hertz Investors, Inc.
Hertz Intermediate Holdings, LLC
Hertz Entertainment Services Corporation
Hertz Equipment Rental Co. Holdings Netherlands BV
Hertz Rental Holdings (HK) Limited
Hertz Equipment Rental Company Limited
Hertz Dayim Equipment Rental LLC
Hertz Dayim Equipment Rental Ltd
Hertz Equipment Rental UK Ltd

EXHIBIT B-1

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made on this ___ day of _____, 2016 between **HERTZ SYSTEM, INC.**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928, United States of America ("HSI" or "Assignor") and **HERC RENTALS INC.**, a Delaware corporation, with an address of 27500 Riverview Center Blvd., Bonita Springs, Florida 34134 United States of America ("HERC" or "Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the IPA (as defined below).

WHEREAS, the Parties have entered into an Intellectual Property Agreement (the "IPA") dated _____, whereby, *inter alia*, Assignor has agreed to assign all right, title and interest in and to the HSI HERC Foreign ERB Trademarks (those foreign trademarks owned by HSI that incorporate the mark/name HERC) related to HERC's Equipment Rental Business, or ERB, as defined in the IPA, to Assignee as more fully set forth on Schedule A;

WHEREAS, Assignor is the owner of all right, title and interest in and to the HSI HERC Foreign ERB Trademarks, including any and all common law rights and applications and registrations therefor, as more fully set forth on Schedule A;

WHEREAS, in accordance with the IPA, Assignor now wishes to assign and Assignee now wishes to acquire all right, title and interest in and to the HSI HERC Foreign ERB Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer. Assignor, by these presents, hereby sells, assigns, transfers and conveys unto the Assignee, its successors and assigns, all of Assignor's right, title and interest, including any and all common law rights, in and to the HSI HERC Foreign ERB Trademarks, together with any corresponding registrations and applications which may exist and with the goodwill of the business of the Assignor connected with the use of, as well as symbolized by, the aforesaid trademarks. This assignment includes the right to sue and prosecute prior infringements in court and administratively and the Assignee shall therefore have the right, from today on, to consider itself the sole owner of the HSI HERC Foreign ERB Trademarks, to use them as trademarks of its own or else to dispose of them as best suits its interest, without giving rise to any claim whatsoever in this respect on the part of the Assignor at any time.
2. Recognition of Ownership. Assignor agrees to thereafter recognize Assignee's sole and exclusive and unqualified ownership, right, title and interest in and to the HSI HERC Foreign ERB Trademarks in perpetuity. Assignor shall not directly or indirectly challenge the ownership by Assignee of the HSI HERC Foreign ERB Trademarks, or claim adversely to Assignee any right, title or interest in and to the HSI HERC Foreign ERB Trademarks and Assignor agrees to furnish, upon

the request of Assignee, a written consent in support of any applications which may be filed by such Assignee.

3 . Recordal. Assignor agrees that, upon Assignee's request, they will promptly execute and deliver all instruments and documents, which may be reasonably necessary or desirable, in order to perfect the transfer of legal title of the HSI HERC Foreign ERB Trademarks in favor of Assignee at the relevant trademark offices. Assignor hereby agrees to execute specific confirmatory assignment and other supplementary documents (as may be required) in favor of Assignee for each of the countries in which the HSI HERC Foreign ERB Trademarks have been registered or applications to register are pending in order to effectuate recordal of the assignment on the Registers of the countries listed in Schedule A. All costs of filing and recording assignments shall be borne by Assignee.

4. Cooperation. Assignor, at the request of Assignee, further agrees to cooperate and assist Assignee in any legal requirements relating to the status, validity or enforceability of the HSI HERC Foreign ERB Trademarks , including providing Assignee with any information regarding use of the HSI HERC Foreign ERB Trademarks in connection with the prior manufacture, promotion, sale and advertising of any products bearing the HSI HERC Foreign ERB Trademarks .

5. Miscellaneous.

5 . 1 Authority. Each Party represents, warrants, and agrees that its corporate officers executing the Agreement have been duly authorized and empowered to do so.

5.2 Assignment. HERC may not assign, transfer, sublicense or delegate any of its rights hereunder or delegate its obligations hereunder without the prior written consent of HSI, and any such purported assignment, transfer, sublicense or delegation, in the absence of such consent, shall be void and without effect.

5.3 Entire Understanding/Amendment. This Agreement, the IPA and the agreements exhibited thereto, the Distribution Agreement and the Ancillary Agreements (as defined in the Distribution Agreement) set forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and may not be orally changed, altered, modified or amended in any respect. To effect any change, modification, alteration or amendment of this Agreement, the same must be in writing, signed by all Parties hereto.

5.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the Parties (including by way of merger or sale of all or substantially all assets), subject to the restrictions on assignment set forth herein.

5.5 No Waiver. Except as otherwise provided in this Agreement, neither Party waives any rights under this Agreement by delaying or failing to enforce such rights. No waiver by any Party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

5.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement. Upon such determination that a provision is invalid or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

5.7 Relationship of Parties. Each Party shall act as an independent contractor in carrying out its obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

5.8 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

5.9 Schedules. All schedules attached to this Agreement are incorporated herein by reference as though fully set forth herein.

5.10 Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original version of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

5.12 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any third-party beneficiary rights in any individual.

5.13 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

HERTZ SYSTEM, INC.

By: _____
Name: _____
Title: _____

HERC RENTALS INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

HSI HERC Foreign ERB Trademarks

Appl/Reg	Trademark	Country	Appl #	Reg #
HERTZ SYSTEM, INC.	HERC	Canada	Common Law	
HERTZ SYSTEM, INC.	HERC 360 in Concentric Bolt Like Circles	Canada	1611380	TMA927410
HERTZ SYSTEM, INC.	HERC 360 in Concentric Bolt Like Circles	Canada	1694002	
HERTZ SYSTEM, INC.	HercRentals Logo (black/white)	Canada	1765184	

EXHIBIT B-2

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made on this ___ day of _____, 2016 between **HERTZ SYSTEM, INC.**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928, United States of America ("HSI" or "Assignor") and **HERC RENTALS INC.**, a Delaware corporation, with an address of 27500 Riverview Center Blvd., Bonita Springs, Florida 34134 United States of America ("HERC" or "Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the IPA (as defined below).

WHEREAS, the Parties have entered into an Intellectual Property Agreement (the "IPA") dated _____, whereby, *inter alia*, Assignor has agreed to assign all right, title and interest in and to the HSI HERC Foreign ERB Trademarks (those foreign trademarks owned by HSI that incorporate the mark/name HERC) related to HERC's Equipment Rental Business, or ERB, as defined in the IPA, to Assignee as more fully set forth on Schedule A;

WHEREAS, Assignor is the owner of all right, title and interest in and to the HSI HERC Foreign ERB Trademarks, including any and all common law rights and applications and registrations therefor, as more fully set forth on Schedule A;

WHEREAS, in accordance with the IPA, Assignor now wishes to assign and Assignee now wishes to acquire all right, title and interest in and to the HSI HERC Foreign ERB Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer. Assignor, by these presents, hereby sells, assigns, transfers and conveys unto the Assignee, its successors and assigns, all of Assignor's right, title and interest, including any and all common law rights, in and to the HSI HERC Foreign ERB Trademarks, together with any corresponding registrations and applications which may exist and with the goodwill of the business of the Assignor connected with the use of, as well as symbolized by, the aforesaid trademarks. This assignment includes the right to sue and prosecute prior infringements in court and administratively and the Assignee shall therefore have the right, from today on, to consider itself the sole owner of the HSI HERC Foreign ERB Trademarks, to use them as trademarks of its own or else to dispose of them as best suits its interest, without giving rise to any claim whatsoever in this respect on the part of the Assignor at any time.
2. Recognition of Ownership. Assignor agrees to thereafter recognize Assignee's sole and exclusive and unqualified ownership, right, title and interest in and to the HSI HERC Foreign ERB Trademarks in perpetuity. Assignor shall not directly or indirectly challenge the ownership by Assignee of the HSI HERC Foreign ERB Trademarks, or claim adversely to Assignee any right, title

or interest in and to the HSI HERC Foreign ERB Trademarks and Assignor agrees to furnish, upon the request of Assignee, a written consent in support of any applications which may be filed by such Assignee.

3 . Recordal. Assignor agrees that, upon Assignee's request, they will promptly execute and deliver all instruments and documents, which may be reasonably necessary or desirable, in order to perfect the transfer of legal title of the HSI HERC Foreign ERB Trademarks in favor of Assignee at the relevant trademark offices. Assignor hereby agrees to execute specific confirmatory assignment and other supplementary documents (as may be required) in favor of Assignee for each of the countries in which the HSI HERC Foreign ERB Trademarks have been registered or applications to register are pending in order to effectuate recordal of the assignment on the Registers of the countries listed in Schedule A. All costs of filing and recording assignments shall be borne by Assignee.

4. Cooperation. Assignor, at the request of Assignee, further agrees to cooperate and assist Assignee in any legal requirements relating to the status, validity or enforceability of the HSI HERC Foreign ERB Trademarks, including providing Assignee with any information regarding use of the HSI HERC Foreign ERB Trademarks in connection with the prior manufacture, promotion, sale and advertising of any products bearing the HSI HERC Foreign ERB Trademarks.

5. Miscellaneous.

5 . 1 Authority. Each Party represents, warrants, and agrees that its corporate officers executing the Agreement have been duly authorized and empowered to do so.

5.2 Assignment. HERC may not assign, transfer, sublicense or delegate any of its rights hereunder or delegate its obligations hereunder without the prior written consent of HSI, and any such purported assignment, transfer, sublicense or delegation, in the absence of such consent, shall be void and without effect.

5.3 Entire Understanding/Amendment. This Agreement, the IPA and the agreements exhibited thereto, the Distribution Agreement and the Ancillary Agreements (as defined in the Distribution Agreement) set forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and may not be orally changed, altered, modified or amended in any respect. To effect any change, modification, alteration or amendment of this Agreement, the same must be in writing, signed by all Parties hereto.

5.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the Parties (including by way of merger or sale of all or substantially all assets), subject to the restrictions on assignment set forth herein.

5.5 No Waiver. Except as otherwise provided in this Agreement, neither Party waives any rights under this Agreement by delaying or failing to enforce such rights. No waiver by any Party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default.

Any agreement on the part of any Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

5.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement. Upon such determination that a provision is invalid or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

5.7 Relationship of Parties. Each Party shall act as an independent contractor in carrying out its obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

5.8 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

5.9 Schedules. All schedules attached to this Agreement are incorporated herein by reference as though fully set forth herein.

5.10 Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original version of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

5.12 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any third-party beneficiary rights in any individual.

5.13 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

HERTZ SYSTEM, INC.

By: _____
Name: _____
Title: _____

HERC RENTALS INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

HSI HERC Foreign ERB Trademarks

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
Afghanistan	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1815	14689	07, 37
Chile	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1044535	1156290	7
Chile	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	1044521	1090034	37
China (PRC)	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	12165794	12165794	7
China (PRC)	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	12165793	12165793	37
Colombia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	13029419	495119	7
Colombia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	13029414	495118	37
European Community	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	11517381	11517381	07, 37
Panama	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	220338-01	220338-01	07, 37
Saudi Arabia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	191672		7
Saudi Arabia	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	191673		37
Turkey	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	2013/09663	2013/09663	07, 37
United Arab Emirates	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	185989	185989	7
United Arab Emirates	HERC 360 in Concentric Bolt Like Circles	HERTZ SYSTEM, INC.	185991	185991	37

EXHIBIT C

COEXISTENCE AGREEMENT

THIS AGREEMENT (this “Agreement”), effective as of this day of 2016 (the “Effective Date”), between **HERTZ SYSTEM, INC.**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928, United States of America (“HSI”) and **HERC RENTALS INC.**, a Delaware corporation, with an address of 27500 Riverview Center Blvd., Bonita Springs, Florida 34134, United States of America (“HERC”) (hereinafter referred to collectively as the “Parties” and individually as a “Party”). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the IPA (as defined below).

WITNESSETH

WHEREAS, the Parties have entered into an Intellectual Property Agreement (the “IPA”) dated _____ whereby, *inter alia*, HSI has agreed to allow HERC to retain ownership and use of the HERC (HERTZ) US ERB Trademarks (those that incorporate the mark/name HERTZ) as set forth on Schedule A for the Interim Period (as defined in the IPA) related to HERC’s Equipment Rental Business, or ERB;

WHEREAS, at the same time, HSI owns the worldwide right, title and interest in and to the VRB Trademarks (as defined in the IPA), including several applications and registrations for marks incorporating the mark/name HERTZ in the United States of America;

WHEREAS, HSI and HERC were until the Effective Date of this Agreement, related entities;

WHEREAS, as a result of the Separation, the Parties are no longer related entities;

WHEREAS, as a result of the Separation and as agreed upon in the IPA, the Parties wish to ensure that no likelihood of confusion, mistake or deception will result from their respective uses of their respective HERTZ and HERTZ-formative trademarks in the United States of America during the Interim Period;

WHEREAS, as a further result of the Separation and as agreed upon in the IPA, the Parties wish to further ensure that HSI’s worldwide use of the VRB Trademarks incorporating the name/mark HERTZ and HERTZ-formative trademarks and designs and HERC’s use of the HERC trademarks (including HERC, HERC360 and other HERC-formative trademarks and designs) in connection with the ERB are not likely to cause confusion, mistake or deception in the marketplace on a worldwide basis during the Interim Period and at all times thereafter; and

NOW THEREFORE, for and in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

1.1 The above recitals are incorporated by reference as part of this Agreement.

1.2 All references to “trademarks” shall include service marks.

2. Co-Existence with respect to use of the HERTZ mark in the United States

2.1 The Parties agree that their respective uses of the HERC (HERTZ) US ERB Trademarks and THC (HERTZ) ERB Domains by HERC and the VRB Trademarks by HSI during the Interim Period in the United States of America are not likely to cause confusion, mistake or deception in the marketplace.

2.2 HERC acknowledges and agrees that HSI is the exclusive, worldwide owner of all HERTZ and HERTZ-formative trademarks, service marks, logos, trade dress and related indicia as well as any future variations thereof or Other Intellectual Property. HERC further acknowledges that it has no rights anywhere in the world to any HERTZ or HERTZ-formative trademarks or Other Intellectual Property except with respect to the limited rights for the limited duration granted herein and in the IPA and other ancillary agreements thereto.

2.3 HERC’s use of the HERC (HERTZ) US ERB Trademarks is limited to the Interim Period in the United States of America and Puerto Rico only (the “US Territory”) and limited in scope to the Equipment Rental Business only. HERC shall immediately discontinue use of the HERC (HERTZ) US ERB Trademarks and abandon or voluntarily withdraw or cancel any applications or registrations therefor upon expiration of the Interim Period or the earlier termination of this Agreement or the Trademark, Trade Name, Domain and Related Rights License Agreement.

2.4 HERC shall not object to the use or registration of any HERTZ or HERTZ-formative trademarks or future variations thereof by HSI in respect of any goods or services in any jurisdiction of the world during the Term of this Agreement or anytime thereafter. Furthermore, HERC shall not: (1) contest or challenge the validity or directly or indirectly attack, challenge or impair the title and related rights of any HERTZ or HERTZ-formative trademarks owned by HSI anywhere in the world during the Term of this Agreement or any time thereafter; (2) use, register, apply to register or aid a third party in registering the foregoing rights, or any confusingly similar rights anywhere in the world during the Term of this Agreement or any time thereafter. It is understood that this last covenant shall survive the expiration or earlier termination of this Agreement.

2.5 The Parties agree that they will not do or permit to be done any act or thing which will in any way impair the trademark rights of the other party or bring into question the validity of their trademarks, trademark applications or registrations or which might support an application for invalidity, cancellation or revocation of any trademark application or registration of the other Party anywhere in the world.

2.6 The Parties agree that they will work together to address and avoid any possible confusion. In the unlikely event that either Party becomes aware of any actual or potential confusion in the marketplace, it will contact the other Party and agree on steps to eliminate or avoid such confusion.

3. Co-Existence with respect to use of the HERTZ and HERC trademarks by the Parties worldwide.

3.1 The Parties agree that HSI's worldwide use of the VRB Trademarks incorporating the name/mark HERTZ and HERTZ-formative trademarks and designs and HERC's use of the HERC trademarks (including HERC, HERC360 and other HERC-formative trademarks and designs, and domain names) in connection with the ERB are not likely to cause confusion, mistake or deception in the marketplace on a worldwide basis.

3.2 HERC acknowledges and agrees that HSI is the exclusive, worldwide owner of all HERTZ and HERTZ-formative trademarks, service marks, logos, trade dress and related indicia as well as any future variations thereof or Other Intellectual Property. HERC further acknowledges that it has no rights anywhere in the world to any HERTZ or HERTZ-formative trademarks or Other Intellectual Property except with respect to the limited rights for the limited duration granted herein and in the IPA and other ancillary agreements thereto.

3.3 HERC acknowledges and agrees that its use of the HERC trademarks (including HERC, HERC360 and other HERC-formative trademarks and designs) is and shall continue to be limited in scope to the Equipment Rental Business only.

3.4 HERC shall not object to the use or registration of any HERTZ or HERTZ-formative trademarks or future variations thereof by HSI in respect of any goods or services in any jurisdiction of the world during the Term of this Agreement or anytime thereafter. Furthermore, HERC shall not: (1) contest or challenge the validity or directly or indirectly attack, challenge or impair the title and related rights of any HERTZ or HERTZ-formative trademarks owned by HSI anywhere in the world during the Term of this Agreement or any time thereafter; (2) use, register, apply to register or aid a third party in registering the foregoing rights, or any confusingly similar rights anywhere in the world during the Term of this Agreement or any time thereafter. It is understood that this last covenant shall survive the expiration or earlier termination of this Agreement.

3.5 The Parties agree that they will not do or permit to be done any act or thing which will in any way impair the trademark rights of the other party or bring into question the validity of their trademarks, trademark applications or registrations or which might support an application for invalidity, cancellation or revocation of any trademark application or registration of the other Party anywhere in the world.

3.6 The Parties agree that they will work together to address and avoid any possible confusion. In the unlikely event that either Party becomes aware of any actual or potential confusion in the marketplace, it will contact the other Party and agree on steps to eliminate or avoid such confusion.

4. Further Assurances

4.1 Each Party shall promptly upon request of the other party hereto, execute and deliver such documents and take any and all such other action, as the requesting Party shall reasonably request in order to further effectuate the provisions of this Agreement.

4.2 HERC agrees to cooperate fully with HSI, including in furnishing letters of consent or similar documents as may be reasonably required or requested, in order to enable HSI to register, maintain and enforce its rights in the VRB Trademarks in any jurisdiction of the world.

5. Term. This Agreement shall commence on the Effective Date and shall continue in effect for a period of twenty (20) years and shall be automatically and successively renewed for additional twenty (20) years unless otherwise terminated by HSI herein, or for so long as the Parties use such trademarks.

6. Miscellaneous.

6.1 Authority. Each Party represents, warrants, and agrees that its corporate officers executing the Agreement have been duly authorized and empowered to do so.

6.2 Assignment. HERC may not assign, transfer, sublicense or delegate any of its rights hereunder or delegate its obligations hereunder without the prior written consent of HSI, and any such purported assignment, transfer, sublicense or delegation, in the absence of such consent, shall be void and without effect.

6.3 Entire Understanding/Amendment. This Agreement, the IPA and the agreements exhibited thereto, the Distribution Agreement and the Ancillary Agreements (as defined in the Distribution Agreement) set forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and may not be orally changed, altered, modified or amended in any respect. To effect any change, modification, alteration or amendment of this Agreement, the same must be in writing, signed by all Parties hereto.

6.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the Parties (including by way of merger or sale of all or substantially all assets), subject to the restrictions on assignment set forth herein.

6.5 No Waiver. Except as otherwise provided in this Agreement, neither Party waives any rights under this Agreement by delaying or failing to enforce such rights. No waiver by any Party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

6.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement. Upon such determination that a provision is invalid or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

6.7 Relationship of Parties. Each Party shall act as an independent contractor in carrying out its obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

6.8 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

6.9 Schedules. All schedules attached to this Agreement are incorporated herein by reference as though fully set forth herein.

6.10 Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original version of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

6.12 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any third-party beneficiary rights in any individual.

6.13 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

HERTZ SYSTEM, INC.

By: _____

Name: _____

Title: _____

HERC RENTALS INC.

By:

Name: _____

Title: _____

SCHEDULE A

HERC (HERTZ) US ERB Trademarks

Jurisdiction	Mark	Registrant	Application Number	Registration Number	Class(es)
United States	HERTZ SERVICE PUMP & COMPRESSOR	HERTZ EQUIPMENT RENTAL CORPORATION	86095047	4571223	35, 37
United States	HERTZ	HERTZ EQUIPMENT RENTAL CORPORATION	72145695	750300	42
United States	HERTZ EQUIPMENT RENTAL	HERTZ EQUIPMENT RENTAL CORPORATION	75007011	2013590	37
Puerto Rico	HERTZ EQUIPMENT RENTAL	HERTZ EQUIPMENT RENTAL CORPORATION	43019	43019	37

EXHIBIT D

DOMAIN NAME ASSIGNMENT

This **DOMAIN NAME ASSIGNMENT** (this “Agreement”) is made on this ___ day of _____, 2016 between **THE HERTZ CORPORATION**, a Delaware corporation, with an address of 8501 Williams Road, Estero, Florida 33928, United States of America (“THC” or “Assignor”), as the owner of the following domain names (the “THC ERB Domains”):

(See attached Schedule A)

and **HERC RENTALS INC.**, a Delaware corporation, with an address of 27500 Riverview Center Blvd., Bonita Springs, Florida 34135 United States of America (“Assignee”) (hereinafter referred to collectively as the “Parties” and individually as a “Party”). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the IPA (as defined below).

WHEREAS, the Parties have entered into an Intellectual Property Agreement (the “IPA”) dated _____. whereby, *inter alia*, Assignor has agreed to assign all right, title and interest in and to the THC ERB Domains to HERC;

WHEREAS, in accordance with the IPA, Assignor now wishes to assign and Assignee wishes to acquire all right, title and interest in and to the THC ERB Domains; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment: Assignor hereby assigns, sells and transfers to Assignee all of its right, title and interest in and to the THC ERB Domains, including, but not limited to, all registration and renewal rights with respect to the THC ERB Domains. Assignor shall thereafter recognize Assignee’s sole and exclusive right, title and interest in and to the THC ERB Domains.
2. Continuing Obligations: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment, including the execution of documentation or delivery of any information, whether in documents or online, passwords, authorization codes or other materials that may be required by any agency and/or domain registrar responsible for the administration of the THC ERB Domains. Assignor further agrees to assist Assignee by complying with all requests received from any domain name registrar to effect such transfer.
3. Miscellaneous.

3.1 Schedules. All schedules attached to this Agreement are incorporated herein by reference as though fully set forth herein.

3.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original version of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

3.3 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above.

THE HERTZ CORPORATION

By: _____
Name: _____
Title: _____

HERC RENTALS INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

THC ERB DOMAINS

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	1hercsurvey.ca	2016-04-11	registered locked	Auto Renewal	.ca
HERC	1hercsurvey.com	2016-04-11	registered locked	Auto Renewal	.com
HERC	1stcallequip.com	2016-09-05	registered locked	Auto Renewal	.com
HERC	247studioequipment.com	2016-03-28	registered locked	Auto Renewal	.com
HERC	arpielleequipment.com	2017-02-17	registered locked	Auto Renewal	.com
HERC	cinelease.co	2016-08-12	registered locked	Auto Renewal	.co
HERC	cinelease.co.uk	2016-08-12	registered locked	Auto Renewal	.co.uk
HERC	cinelease.com	2022-12-03	registered locked	Auto Renewal	.com
HERC	cinelease.net	2016-02-24	registered locked	Auto Renewal	.net
HERC	cinelease.uk	2016-08-11	registered locked	Auto Renewal	.uk
HERC	e-servicesprogram.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	e-sp.xxx	2016-12-06	registered locked	Auto Renewal	.xxx
HERC	equipmentpoint.com	2016-06-10	registered locked	Auto Renewal	.com
HERC	eservicesprogram.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	firstcallequip.com	2016-09-05	registered locked	Auto Renewal	.com
HERC	herc.us	2016-06-23	registered locked	Auto Renewal	.us
HERC	herc.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	herc360.com	2016-04-04	registered locked	Auto Renewal	.com
HERC	hercdigthemusic.com	2016-09-13	registered locked	Auto Renewal	.com
HERC	hercequip.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	hercequipmentrental.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	hercewp.com	2016-04-07	registered locked	Auto Renewal	.com
HERC	hercfranchise.com	2016-05-03	registered locked	Auto Renewal	.com
HERC	hercreadyfinance.com	2017-03-24	registered locked	Auto Renewal	.com
HERC	hercrental.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	hercrentals.co	2017-09-23	registered locked	Auto Renewal	.co
HERC	hercrentals.com	2017-09-23	registered locked	Auto Renewal	.com
HERC	hercrentals.info	2017-09-23	registered locked	Auto Renewal	.info
HERC	hercrentals.net	2017-09-23	registered locked	Auto Renewal	.net
HERC	hercsupply.com	2017-02-06	registered locked	Auto Renewal	.com
HERC	hercsurvey.ca	2016-04-11	registered locked	Auto Renewal	.ca
HERC	hercsurvey.com	2016-04-11	registered locked	Auto Renewal	.com
HERC	hercusa.com	2016-06-23	registered locked	Auto Renewal	.com
HERC	hertsequip.com	2016-11-20	registered locked	Auto Renewal	.com
HERC	hrequipamentos.pt		closed	Auto Renewal	.pt
HERC	matthewequipment.com	2016-08-24	registered locked	Auto Renewal	.com
HERC	matthewsequipment.ca	2016-05-28	registered locked	Auto Renewal	.ca
HERC	matthewsequipment.com	2016-07-14	registered locked	Auto Renewal	.com
HERC	rentalequipment.net		closed	Auto Renewal	.net
HERC	rentalequipment.net	2017-02-08	registered locked	Auto Renewal	.net

Division	Domain Name	Paid Through Date	Status	Renewal Status	TLD
HERC	rex-equipment.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rex-equipment.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rex-equipment.net	2016-04-22	registered locked	Auto Renewal	.net
HERC	rex-equipment.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rexequipment.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rexequipment.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rexequipment.net	2016-04-22	registered locked	Auto Renewal	.net
HERC	rexequipment.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rexequipmentrental.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rexequipmentrental.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rexequipmentrental.net	2016-04-22	registered locked	Auto Renewal	.net
HERC	rexequipmentrental.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rexrentalequipment.com	2016-04-22	registered locked	Auto Renewal	.com
HERC	rexrentalequipment.info	2016-04-22	registered locked	Auto Renewal	.info
HERC	rexrentalequipment.net	2016-04-22	registered locked	Auto Renewal	.net
HERC	rexrentalequipment.org	2016-04-22	registered locked	Auto Renewal	.org
HERC	rplequipment.com	2016-05-01	registered locked	Auto Renewal	.com
HERC	servicepumpandcompressor.xxx-block	2021-12-01	registered locked	Auto Renewal	.xxx-block
HERC	spump.com		closed	Auto Renewal	.com
HERC	spump.com	2016-11-09	registered locked	Auto Renewal	.com

**HERTZ GLOBAL HOLDINGS, INC.
2016 OMNIBUS INCENTIVE PLAN**

(as adopted effective as of , 2016)

ARTICLE I

ESTABLISHMENT, PURPOSES AND EFFECTIVE DATE

1.1 *Establishment.* The Company hereby establishes the Plan to provide for the award of Options, Stock Appreciation Rights, Performance Stock, Performance Stock Units, Performance Units, Restricted Stock, Restricted Stock Units, Share Awards and Deferred Stock Units to eligible individuals.

1.2 *Effective Date.* The Plan was approved by Former Parent, as the sole shareholder of the Company, and by the Board, on , 2016. The Plan shall be effective as of such approval date.

1.3 *Distribution.* The Company has entered into a Separation and Distribution Agreement with Former Parent (the “Separation Agreement”), which provides for a “Distribution” (as defined in the Separation Agreement), by which Former Parent will separate into two separate, publicly traded companies, the Company and Former Parent. Until the Distribution, the Company is a wholly owned subsidiary of Former Parent.

1.4 *Purpose.*

(a) Generally. The purposes of the Plan are to foster and promote the long-term financial success of the Company and the Subsidiaries and materially increase shareholder value by (a) motivating superior performance by Participants, (b) providing Participants with an ownership interest in the Company, and (c) enabling the Company and the Subsidiaries to attract and retain the services of outstanding employees (or other individuals) upon whose judgment, interest and special effort the successful conduct of its operations is largely dependent.

(b) Distribution Awards. In addition to the general purposes described in Section 1.4(a), this Plan is established to issue Awards in partial or full substitution for awards relating to common shares of Former Parent prior to the Distribution, in accordance with the terms of the Employee Matters Agreement.

ARTICLE II

DEFINITIONS

2.1 *Certain Definitions.* Capitalized terms used herein without definition shall have the respective meanings set forth below:

"*Affiliate*" means, with respect to any person, any other person controlled by, controlling or under common control with such person.

"*Alternative Award*" has the meaning given in Section 9.2.

"*Award*" means any Option, Stock Appreciation Right, Performance Stock, Performance Stock Unit, Performance Unit, Restricted Stock, Restricted Stock Unit, Share Award or Deferred Stock Unit granted pursuant to the Plan, including an Award combining two or more types in a single grant.

"*Award Agreement*" means any written agreement, contract, or other instrument or document evidencing any Award granted by the Committee pursuant to the Plan. The terms of any plan or guideline adopted by the Committee and applicable to an Award shall be deemed incorporated in and part of the related Award Agreement. The Committee may provide for the use of electronic, internet or other non-paper Award Agreements, and the use of electronic, internet or other non-paper means for the Participant's acceptance of, or actions under, an Award Agreement unless otherwise expressly specified herein. In the event of any inconsistency or conflict between the terms of the Plan and an Award Agreement, the terms of the Plan shall govern.

"*Business*" has the meaning given in Section 5.5.

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

"*Cause*" means, except as otherwise defined in an Award Agreement, with respect to any Participant (as determined by the Committee) (i) willful and continued failure to perform substantially the Participant's material duties with the Company (other than any such failure resulting from the Participant's incapacity as a result of physical or mental illness) after a written demand for substantial performance specifying the manner in which the Participant has not performed such duties is delivered to the Participant by the person or entity that supervises or manages the Participant, (ii) engaging in willful and serious misconduct that is injurious to the Company or any of its Subsidiaries, (iii) one or more acts of fraud or personal dishonesty resulting in or intended to result in personal enrichment at the expense of the Company or any of its Subsidiaries, (iv) substantial abusive use of alcohol, drugs or similar substances that, in the sole judgment of the Company, impairs the Participant's job performance, (v) material violation of any Company policy that results in harm to the Company or any of its Subsidiaries or (vi) indictment for or conviction of (or plea of guilty or *nolo contendere*) to a felony or of any crime (whether or not a felony) involving moral

turpitude. A "Termination for Cause," shall include a determination by the Committee following a Participant's termination of employment for any other reason that, prior to such termination of employment, circumstances constituting Cause existed with respect to such Participant.

"*Change in Control*" means the happening of any of the following events after the effective date of the Plan:

(a) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company, the Subsidiaries, or any employee benefit plan of the Company or the Subsidiaries, of 50% or more of the combined voting power of the Company's then outstanding voting securities; or

(b) within any 24-month period after the Distribution, the Incumbent Directors shall cease to constitute at least a majority of the Board or the board of directors of any successor to the Company; *provided* that any director elected to the Board, or nominated for election, by a majority of the Incumbent Directors then still in office (but excluding any director elected, or nominated for election, to the Board in connection with an actual or threatened proxy contest) shall be deemed to be an Incumbent Director for purposes of this clause (b); or

(c) the merger or consolidation of the Company as a result of which persons who were owners of the voting securities of the Company, immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; or

(d) the approval by the Company's shareholders of the liquidation or dissolution of the Company other than a liquidation of the Company into any Subsidiary or a liquidation a result of which persons who were stockholders of the Company immediately prior to such liquidation, own, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the entity that holds substantially all of the assets of the Company following such event; or

(e) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, Affiliates of the Company.

Notwithstanding the foregoing, (i) a "Change in Control" shall not be deemed to occur if the Company files for bankruptcy, liquidation or reorganization under the United States Bankruptcy Code, and (ii) the Distribution will not constitute a "Change in Control" for the purposes of this Plan.

"*Change in Control Price*" means the price per share on a fully diluted basis offered in conjunction with any transaction resulting in a Change in Control, as determined in good faith by

the Committee as constituted before the Change in Control, if any part of the offered price is payable other than in cash.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"*Commission*" means the Securities and Exchange Commission or any successor agency.

"*Committee*" means the Compensation Committee of the Board or, if applicable, the delegate of the Compensation Committee of the Board as permitted or required herein; *provided, however*, that prior to the initial formation of the Compensation Committee of the Board, references in this Plan to the Committee will be deemed to be references to the Board.

"*Common Stock*" means the common stock, par value \$0.01 per share, of the Company and any other securities into which the Common Stock is changed or for which the Common Stock is exchanged.

"*Company*" means Hertz Rental Car Holding Company, Inc. (which shall be known as Hertz Global Holdings, Inc. on and after the Distribution), a Delaware corporation, and any successor thereto.

"*Covered Period*" has the meaning given in Section 5.5.

"*Deferred Annual Amount*" has the meaning given in Section 8.1.

"*Deferred Stock Unit*" means a Participant's contractual right to receive a stated number of shares of Common Stock or, if provided by the Committee on or after the grant date, cash equal to the Fair Market Value of such shares of Common Stock or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such stated number of shares of Common Stock, under the Plan at the end of a specified period of time.

"*Disability*" means, unless otherwise provided in an Award Agreement, a physical or mental disability or infirmity that prevents or is reasonably expected to prevent the performance of a Participant's employment-related duties for a period of six months or longer and, within 30 days after the Company notifies the Participant in writing that it intends to terminate his employment, the Participant shall not have returned to the performance of his employment-related duties on a full-time basis; *provided*, that (i) for purposes of Section 5.3(a) in respect of ISOs, the term "Disability" shall have the meaning assigned to the term "Permanent and Total Disability" by section 22(e)(3) of the Code (*i.e.*, physical or mental disability or infirmity lasting not less than 12 months), and (ii) with respect to any Award that constitutes deferred compensation subject to section 409A of the Code, "Disability" shall have the meaning set forth in section 409A(a)(2)(c) of the Code. The Committee's reasoned and good faith judgment of Disability shall be final, binding and conclusive, and shall be based on such competent medical evidence as shall be presented to it by

such Participant and/or by any physician or group of physicians or other competent medical expert employed by the Participant or the Company to advise the Committee. Notwithstanding the foregoing (but except in the case of ISOs and awards subject to section 409A of the Code), with respect to any Participant who is a party to an employment agreement with the Company or any Subsidiary, "Disability" shall have the meaning, if any, specified in such Participant's employment agreement.

"*Disaffiliation*" means a Subsidiary or Affiliate of the Company ceasing to be a Subsidiary or Affiliate for any reason (including, without limitation, as a result of a public offering, or a spinoff or sale by the Company, of the stock of the Subsidiary or Affiliate) or a sale of a division of the Company and its Affiliates.

"*Distribution Award*" means an Award that is issued under this Plan in accordance with the Employee Matters Agreement, in substitution of, or in accordance with, an outstanding award granted under a Former Parent Plan which is held by a Participant immediately before the Distribution.

"*Distribution Participant*" means a current or former employee, officer or member of the board of directors of Former Parent or any of its subsidiaries, or any other person, who holds a stock option, performance stock unit, restricted stock unit or other award under a Former Parent Plan as of immediately prior to the Distribution.

"*Dividend Equivalents*" means an amount equal to any dividends and distributions paid by the Company with respect to the number of shares of Common Stock subject to an Award.

"*Eligible Individual*" means any non-employee director, officer or employee of, or any natural person who is a consultant to, the Company or any Subsidiary.

"*Employee Matters Agreement*" means the Employee Matters Agreement entered into by and between the Company and Former Parent setting forth certain rights and obligations of the parties in connection with the Distribution.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder.

"*Executive Officer*" means each person who is an officer of the Company or any Subsidiary and who is subject to the reporting requirements under Section 16(a) of the Exchange Act.

"*Fair Market Value*" means, unless otherwise defined in an Award Agreement, as of any date, the closing price of one share of Common Stock on the New York Stock Exchange (or on such other recognized market or quotation system on which the trading prices of Common Stock are traded or quoted at the relevant time) on the date as of which such Fair Market Value is determined. If there are no Common Stock transactions reported on the New York Stock Exchange (or on such

other exchange or system as described above) on such date, Fair Market Value shall mean the closing price for a share of Common Stock on the immediately preceding day on which Common Stock transactions were so reported. If there is no regular public trading market for the Common Stock, Fair Market Value shall be the fair market value of the Common Stock as determined in good faith by the Committee.

"*Former Parent*" means Hertz Global Holdings, Inc. (which shall be known as Herc Holdings Inc. on and after the Distribution), a Delaware corporation, and any successor thereto.

"*Former Parent Plan*" means (i) the Hertz Global Holdings, Inc. 2008 Omnibus Incentive Plan (which shall be known as the Herc Holdings Inc. 2008 Omnibus Incentive Plan on and after the Distribution), (ii) the Hertz Global Holdings, Inc. Stock Incentive Plan (which shall be known as the Herc Holdings Inc. Stock Incentive Plan on and after the Distribution), and (iii) the Hertz Global Holdings, Inc. Director Stock Incentive Plan (which shall be known as the Herc Holdings Inc. Director Stock Incentive Plan on and after the Distribution), each as amended, or any similar or predecessor plan sponsored by Former Parent under which any awards remain outstanding as of the date immediately prior to the Distribution. For avoidance of doubt, the adoption of the Plan shall not result in the termination of the Former Parent Plan referenced in clause (i) above, nor affect the ability of the Former Parent to issue further awards under such Former Parent Plan. The Former Parent Plans referenced in clauses (ii) and (iii) above were previously terminated prior to the adoption of the Plan, but awards made under such Former Parent Plans prior to such termination remain in effect until such awards have been satisfied or terminated in accordance with such Former Parent Plan and the terms of such awards.

"*Incumbent Director*" means, with respect to any period of time specified under the Plan for purposes of determining a Change in Control, the persons who were members of the Board at the beginning of such period.

"*ISOs*" has the meaning given in Section 5.1(a).

"*New Employer*" means, as determined by the Committee in its sole discretion, a Participant's employer immediately following a Change in Control, the Company, any successor to the Company, or the entity resulting from a spin-off from the Company, or the parent or a subsidiary of any such entities.

"*NSOs*" has the meaning given in Section 5.1(a).

"*Option*" means the right granted to a Participant pursuant to the Plan to purchase a stated number of shares of Common Stock at a stated price for a specified period of time.

"*Option/SAR Financial Gain*" has the meaning given in Section 5.5.

"*Participant*" means any Eligible Individual or prospective Eligible Individual designated by the Committee to receive an Award under the Plan. The term "*Participant*" shall also include a Distribution Participant; *provided* that a Distribution Participant who is not otherwise eligible to be a Participant pursuant to Section 3 may receive only Distribution Awards.

"*Performance Period*" means the period, as determined by the Committee, during which the performance of the Company, any Subsidiary, any business unit and any individual is measured to determine whether and the extent to which the applicable performance measures have been achieved, *provided* that each such period shall be no greater than five years in length.

"*Performance Stock*" means a grant of a stated number of shares of Common Stock to a Participant under the Plan that is forfeitable by the Participant until the attainment of specified performance goals, or until otherwise determined by the Committee or in accordance with the Plan, subject to the continuous employment of the Participant through the completion of the applicable Performance Period (or such portion of the applicable Performance Period as otherwise provided in Article VI).

"*Performance Stock Unit*" means a Participant's contractual right to receive a stated number of shares of Common Stock or, if provided by the Committee on or after the grant date, cash equal to the Fair Market Value of such shares of Common Stock or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such stated number of shares of Common Stock, under the Plan at a specified time that is forfeitable by the Participant until the attainment of specified performance goals, or until otherwise determined by the Committee or in accordance with the Plan, subject to the continuous employment of the Participant through the completion of the applicable Performance Period (or such portion of the applicable Performance Period as otherwise provided in Article VI).

"*Performance Unit*" means a Participant's contractual right to receive a cash-denominated award, payable in cash or shares of Common Stock or a combination thereof, under the Plan at a specified time that is forfeitable by the Participant until the attainment of specified performance goals, or until otherwise determined by the Committee or in accordance with the Plan, subject to the continuous employment of the Participant through the applicable Performance Period (or such portion of the applicable Performance Period as otherwise provided in Article VI).

"*Performance-Based Financial Gain*" has the meaning given in Section 6.7.

"*Permitted Transferee*" has the meaning given in Section 11.1.

"*Plan*" means this Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as the same may be interpreted by the Committee and/or be amended from time to time.

"*Replacement Award*" means an Award made to current or former employees, officers or directors of companies or businesses acquired by the Company to replace incentive awards and opportunities held by such persons prior to such acquisition.

"*Restricted Stock*" means a grant of a stated number of shares of Common Stock to a Participant under the Plan that is forfeitable by the Participant until the completion of a specified period of future service, or until otherwise determined by the Committee or in accordance with the Plan.

"*Restricted Stock Unit*" means a Participant's contractual right to receive a stated number of shares of Common Stock or, if provided by the Committee on or after the grant date, cash equal to the Fair Market Value of such shares of Common Stock or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such stated number of shares of Common Stock, under the Plan at the end of a specified period of time that is forfeitable by the Participant until the completion of a specified period of future service, or until otherwise determined by the Committee or in accordance with the Plan.

"*Restriction-Based Financial Gain*" has the same meaning given in Section 7.6.

"*Restriction Period*" means (i) with respect to any Performance Stock, Performance Stock Unit or Performance Unit, the period beginning on the grant date of such Award and ending on the certification by the Committee that the performance objectives or objectives for the applicable Performance Period have been attained (in whole or in part) in accordance with Section 6.2(d), (ii) with respect to any Restricted Stock or Restricted Stock Unit, the Restriction Period specified in the Award Agreement evidencing such Award, and (iii) with respect to any freestanding Deferred Stock Unit as to which the Committee has specified a Restriction Period in accordance with Section 8.4, the Restriction Period so specified.

"*Retained Award*" has the meaning given in Section 6.6(a).

"*Retained Retirement Award*" has the meaning given in Section 6.6(b).

"*Retirement*" means, except as otherwise defined in an Award Agreement, a Participant's retirement from active employment with the Company and any Subsidiary at or after such Participant attains age 65, or after such Participant attains age 55 and has provided, at minimum, 10 years of service to the Company or any Subsidiary.

"*Share Award*" means an Award of unrestricted shares of Common Stock pursuant to Section 7.8 of the Plan.

"*Stock Appreciation Right*" means, with respect to shares of Common Stock, the right to receive a payment from the Company in cash and/or shares of Common Stock equal to the product of (i) the excess, if any, of the Fair Market Value of one share of Common Stock on the exercise

date over a specified base price fixed by the Committee on the grant date, multiplied by (ii) a stated number of shares of Common Stock.

"*Subsidiary*" means any corporation in which the Company owns, directly or indirectly, stock representing 50% or more of the combined voting power of all classes of stock entitled to vote, and any other business organization, regardless of form, in which the Company possesses, directly or indirectly, 50% or more of the total combined equity interests in such organization.

"*Vesting Date*" means (i) with respect to any Performance Stock, Performance Stock Unit, Performance Unit, Restricted Stock or Restricted Stock Unit, the expiration date of the applicable Restriction Period, and (ii) with respect to any Option or Stock Appreciation Right, the date such Award first becomes exercisable in accordance with the Plan and the Award Agreement evidencing such Award.

"*Wrongful Conduct*" has the meaning given in Section 5.5.

"*Wrongful Conduct Period*" has the meaning given in Section 5.5.

2.2 *Gender and Number.* Except when otherwise indicated by the context, words in the masculine gender used in the Plan shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

ARTICLE III

POWERS OF THE COMMITTEE

3.1 *Eligibility and Participation.* Subject to Section 11.22, Participants in the Plan shall be those Eligible Individuals designated by the Committee (or its delegate) to participate in the Plan.

3.2 *Power to Grant and Establish Terms of Awards.* The Committee shall have the authority, subject to the terms of the Plan, to determine the Eligible Individuals to whom Awards shall be granted, the type or types of Awards to be granted and the terms and conditions of any and all Awards including, but not limited to, the number of shares of Common Stock subject to an Award, the time or times at which Awards shall be granted, and the terms and conditions of applicable Award Agreements. The Committee may establish different terms and conditions for different types of Awards, for different Participants receiving the same type of Award, and for the same Participant for each type of Award such Participant may receive, whether or not granted at the same or different times.

3.3 *Administration.* The Committee shall be responsible for the administration of the Plan. Any Awards granted by the Committee may be subject to such conditions, not inconsistent with the terms of the Plan, as the Committee shall determine. The Committee shall have authority

to prescribe, amend and rescind rules and regulations relating to the Plan, to provide for conditions deemed necessary or advisable to protect the interests of the Company, to interpret the Plan and to make all other determinations necessary or advisable for the administration and interpretation of the Plan and to carry out its provisions and purposes. Any determination, interpretation or other action made or taken (including any failure to make any determination or interpretation, or take any other action) by the Committee pursuant to the provisions of the Plan, shall, to the greatest extent permitted by law, be within its sole and absolute discretion and shall be final, binding and conclusive for all purposes and upon all persons and shall be given deference in any proceeding with respect thereto. The Committee may appoint accountants, actuaries, counsel, advisors and other persons that it deems necessary or desirable in connection with the administration of the Plan. The Committee's determinations under the Plan need not be uniform and may be made by the Committee selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated. To the maximum extent permitted by law, no member of the Committee shall be liable for any action taken or decision made in good faith relating to the Plan or any Award hereunder. Subject to the requirements of applicable law and any applicable stock exchange listing requirements, the Board may take any actions that may be taken by the Committee hereunder.

3.4 *Delegation by the Committee.* The Committee may delegate, subject to such terms or conditions or guidelines as it shall determine, to any officer or group of officers, or director or group of directors of the Company (including to a subcommittee of members of the Compensation Committee of the Board) or its affiliates any portion of its authority and powers under the Plan with respect to Participants who are not Executive Officers; *provided*, that any delegation to one or more officers of the Company shall be subject to applicable law. Only the Committee may select, grant, administer, or exercise any other discretionary authority under the Plan in respect of Awards granted to such Participants who are Executive Officers. Notwithstanding the foregoing, (i) with respect to any Award intended to qualify as "performance-based" compensation under section 162(m) of the Code, the Committee shall consist solely of two or more "outside directors" within the meaning of the regulations promulgated under section 162(m) of the Code, and (ii) with respect to any award intended to qualify for the exemption contained in Rule 16b-3 promulgated under the Exchange Act, the Committee shall consist solely of two or more "non-employee directors" within the meaning of such Rule, or, in the alternative, of the entire Board.

3.5 *Participants Based Outside the United States.* In order to conform with provisions of local laws and regulations in foreign countries in which the Company or its Subsidiaries operate, the Committee may (i) modify the terms and conditions of Awards granted to Participants employed outside the United States, (ii) establish subplans with modified exercise procedures and such other modifications as may be necessary or advisable under the circumstances presented by local laws and regulations, and (iii) take any action which it deems advisable to obtain, comply with or otherwise reflect any necessary governmental regulatory procedures, exemptions or approvals with respect to the Plan or any subplan established hereunder; *provided, however*, that the Committee may not make any subplan that (a) increases the limitations contained in Section 4.3, or (b) increases the

number of shares available under the Plan, as set forth in Section 4.1. Subject to the foregoing, the Committee may amend, modify, administer or terminate such sub-plans, and prescribe, amend and rescind rules and regulations relating to such sub-plans.

ARTICLE IV

STOCK SUBJECT TO PLAN

4.1 *Number.* Subject to the provisions of this Article IV, the maximum number of shares of Common Stock available for Awards under the Plan shall not exceed shares of Common Stock (all of which may be the subject of ISOs granted under the Plan) plus the number of shares awarded in connection with Distribution Awards made pursuant to Section 11.22. The shares of Common Stock to be delivered under the Plan may consist, in whole or in part, of Common Stock held in treasury or authorized but unissued shares of Common Stock, not reserved for any other purpose.

4.2 *Canceled, Terminated, or Forfeited Awards, etc.* Shares subject to any Award granted under the Plan (other than Replacement Awards and Distribution Awards) that for any reason are canceled, terminated, forfeited, settled in cash or otherwise settled without the issuance of Common Stock after the effective date of the Plan shall be available for grant under the Plan. Replacement Awards and Distribution Awards that for any reason are canceled, terminated, forfeited, settled in cash or otherwise settled without the issuance of Common Stock after the effective date of the Plan shall not be available for grant under the Plan. Without limiting the generality of Section 4.1 hereof, (i) shares of Common Stock tendered by a Participant or withheld by the Company to pay the exercise price of any Options, or to satisfy any tax withholding obligations pursuant to Section 11.4, shall be available for grant under the Plan, (ii) upon settlement of Stock Appreciation Rights, a number of shares of Common Stock equal to (x) the number of shares subject to the Stock Appreciation Rights minus (y) that number of shares delivered to the Participant shall again be available for grant under the Plan, and (iii) shares of Common Stock issued in connection with Awards that are assumed, converted or substituted pursuant to a Corporate Transaction, Adjustment Event or Change in Control (*i.e.*, Alternative Awards), or issued in connection with Replacement Awards, shall not be counted against the maximum limitation specified in Section 4.1. For purposes of this Article IV, if a Stock Appreciation Right is granted in tandem with an Option so that only one may be exercised with the other being surrendered on such exercise in accordance with Section 5.2(b), the number of shares subject to the tandem Option and Stock Appreciation Right award shall only be taken into account once (and not as to both Awards).

4.3 *Individual Award Limitations.*

(a) *Generally*. Subject to the provisions of Sections 4.2 and 4.4, the following individual Award limits shall apply to Participants (excepting Participants who are non-employee directors of the Company):

(i) During any 36-month period, no Participant shall receive Options or Stock Appreciation Rights covering more than shares of Common Stock;

(ii) During any 36-month period, no Participant shall receive any awards of Performance Stock or Performance Stock Units that are intended to qualify as "performance-based" compensation under section 162(m) of the Code covering more than shares of Common Stock; and

(iii) During any calendar year, the maximum dollar amount of cash which may be earned in connection with the grant of Performance Units that are intended to qualify as "performance-based" compensation under section 162(m) of the Code may not exceed \$7,500,000.

(b) *Non-Employee Directors*. With respect to Participants who are non-employee directors of the Company, no non-employee director shall receive in excess of \$750,000 of compensation in any calendar year, determined by adding (i) all cash compensation paid to such non-employee director in such calendar year and (ii) the fair market value of all Awards granted to such non-employee director in such calendar year, based on the fair market value of such Awards on the Grant Date (as determined in a manner consistent with that used for compensation for proxy statement disclosure purposes in the calendar year in which the Award occurs).

(c) Notwithstanding the above, Distribution Awards made pursuant to Section 11.22 shall not count against the individual limits set forth above in Sections 4.3(a) and 4.3(b).

4.4 *Adjustment Provisions*.

(a) In the event of a merger, consolidation, acquisition of property or shares, stock rights offering, liquidation, disposition for consideration of the Company's direct or indirect ownership of a Subsidiary or Affiliate of the Company (including by reason of a Disaffiliation), or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee may in its discretion make such substitutions or adjustments as it deems appropriate and equitable to (A) the aggregate number and kind of shares of Common Stock or other securities reserved for issuance and delivery under this Plan, (B) the various maximum limitations set forth in Sections 4.1 and 4.3 upon certain types of Awards and upon the grants to individuals of certain types of Awards, (C) the number and kind of shares of Common Stock or other securities subject to outstanding Awards; and (D) the exercise price of outstanding Awards.

(b) In the event of a stock dividend, stock split, reverse stock split, reorganization, share combination, or recapitalization or similar event affecting the capital structure of the Company, or

a Disaffiliation, separation or spinoff, in each case without consideration, or other extraordinary dividend of cash or other property to the Company's shareholders (each, an "Adjustment Event"), the Committee shall make such substitutions or adjustments as it deems appropriate and equitable to (A) the aggregate number and kind of shares of Common Stock or other securities reserved for issuance and delivery under this Plan, (B) the various maximum limitations set forth in Sections 4.1 and 4.3 upon certain types of Awards and upon the grants to individuals of certain types of Awards, (C) the number and kind of shares of Common Stock or other securities subject to outstanding Awards; and (D) the exercise price of outstanding Awards.

(c) In the case of Corporate Transactions, such adjustments may include (A) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee in its sole discretion (it being understood that in the case of a Corporate Transaction with respect to which shareholders of Common Stock receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of a Option or Stock Appreciation Right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each share of Common Stock pursuant to such Corporate Transaction over the exercise price of such Option or Stock Appreciation Right shall conclusively be deemed valid); (B) the substitution of other property (including cash or other securities of the Company and securities of entities other than the Company) for the shares of Common Stock subject to outstanding Awards; and (C) in connection with any Disaffiliation, arranging for the assumption of Awards, or replacement of Awards with new awards based on other property or other securities (including other securities of the Company and securities of entities other than the Company), by the affected Subsidiary, Affiliate of the Company, or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to Awards that remain based upon Company securities). The Committee may adjust the performance objectives applicable to any Awards to reflect any items that are unusual in nature or infrequently occurring, impact of charges for restructurings, discontinued operations, and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles or as identified in the Company's financial statements, notes to the financial statements, management's discussion and analysis or other the Company's filings with the Commission, *provided* that in the case of performance objectives applicable to Awards intended to remain qualified as "performance-based" compensation under section 162(m) of the Code, such adjustment shall not violate section 162(m) of the Code.

(d) Any adjustments made pursuant to this Section 4.4 to Awards that are considered "deferred compensation" within the meaning of section 409A of the Code shall be made in compliance with the requirements of section 409A of the Code; and (ii) any adjustments made pursuant to Section 4.4 to Awards that are not considered "deferred compensation" subject to section 409A of the Code shall be made in such a manner as to ensure that after such adjustments, either (A) the Awards continue not to be subject to section 409A of the Code or (B) there does not

result in the imposition of any penalty taxes under section 409A of the Code in respect of such Awards.

(e) Any adjustment under this Section 4.4 need not be the same for all Participants.

4.5 *Prohibition Against Repricing.* Except to the extent (i) approved in advance by a majority of the shares of the Company entitled to vote generally in the election of directors or (ii) as a result of any Adjustment Event or Corporate Transaction, the Committee shall not have the power or authority to reduce, whether through amendment or otherwise, the exercise price of any outstanding Option or base price of any outstanding Stock Appreciation Right or to grant any new Award, or make any cash payment, in substitution for or upon the cancellation of Options or Stock Appreciation Rights previously granted.

ARTICLE V

STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

5.1 *Options.*

(a) *Grant.* Options may be granted to Participants at such time or times as shall be determined by the Committee. Options pursuant to this Plan may be of two types: (i) "incentive stock options" within the meaning of section 422 of the Code ("*ISOs*") and (ii) non-statutory stock options ("*NSOs*"), which are not ISOs. The grant date of an Option under the Plan will be the date on which the Option is awarded by the Committee or such other future date as the Committee shall determine. Each Option shall be evidenced by an Award Agreement that shall specify the type of Option granted, the exercise price, the duration of the Option, the number of shares of Common Stock to which the Option pertains, and such other conditions as the Committee shall determine, including customary representations, warranties and covenants with respect to securities law matters. No Option shall be an ISO unless so designated by the Committee at the time of grant or in the Award Agreement evidencing such Option, and which otherwise meets the requirements of section 422 of the Code.

(b) *Exercise Price.* Each Option granted pursuant to the Plan shall have an exercise price per share of Common Stock determined by the Committee; *provided*, that except in the case of Replacement Awards and Distribution Awards, such per share exercise price may not be less than the Fair Market Value of one share of Common Stock on the Option grant date.

(c) *Exercisability.* Each Option awarded to a Participant under the Plan shall become exercisable based on the performance of a minimum period of service or the occurrence of any event or events, including a Change in Control, as the Committee shall determine, either at or after the grant date. No Option shall be exercisable on or after the tenth anniversary of its grant date. Except as otherwise provided in the Plan, the applicable Award Agreement or as determined by the Committee at or after the grant date, after becoming exercisable each installment of an Option shall

remain exercisable until expiration, termination or cancellation of the Option and, until such time, may be exercised from time to time in whole or in part, up to the total number of shares of Common Stock with respect to which it is then exercisable.

(d) *Payment.* The Committee shall establish procedures governing the exercise of Options, which procedures shall generally require that written notice of exercise thereof be given and that the exercise price thereof and any applicable withholding tax obligations be paid in full at the time of exercise (i) in cash or cash equivalents, including by personal check, (ii) through delivery of shares of Common Stock (either in full or in part, and including actual delivery or delivery by attestation), including, but not limited to, the election by the Participant to reduce the number of shares of Common Stock that are subject to the portion of the Options being exercised having a Fair Market Value equal to such portion, or (iii) in accordance with such other procedures or in such other forms as the Committee shall from time to time determine, which may include a broker-assisted cashless exercise arrangement.

(e) *Additional Rules for ISOs.* Notwithstanding any other provision of this Plan to the contrary, Options that are intended to qualify as ISOs may be granted only to employees of the Company and its subsidiaries or parent corporation (within the meaning of Section 424(f) of the Code), and no Option that is intended to qualify as an ISO may be granted to any employee who at the time of such grant owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any Subsidiary, unless at the time such Option is granted the exercise price is at least 110% of the Fair Market Value of Common Stock and such Option by its terms is not exercisable after the expiration of five years from the date such Option is granted. In addition, at the time such Option is granted the aggregate Fair Market Value of the Common Stock for which such ISO is exercisable for the first time by an optionee during any calendar year under all of the incentive stock option plans of the Company and of any Subsidiary may not exceed \$100,000. To the extent an Option that by its terms was intended to be an ISO exceeds this \$100,000 limit, the portion of the Option in excess of such limit shall be treated as a NSO.

5.2 *Stock Appreciation Rights.*

(a) *Grant.* Stock Appreciation Rights may be granted to Participants at such time or times as shall be determined by the Committee. Stock Appreciation Rights may be granted in tandem with Options which, unless otherwise determined by the Committee at or after the grant date, shall have substantially similar terms and conditions to such Options to the extent applicable, or may be granted on a freestanding basis, not related to any Option. The grant date of any Stock Appreciation Right under the Plan will be the date on which the Stock Appreciation Right is awarded by the Committee or such other future date as the Committee shall determine. No Stock Appreciation Right shall be exercisable on or after the tenth anniversary of its grant date. Stock Appreciation Rights shall be evidenced in writing, whether as part of the Award Agreement governing the terms of the Options, if any, to which such Stock Appreciation Right relates or pursuant to a separate Award Agreement with respect to freestanding Stock Appreciation Rights, in each case, containing

such conditions as the Committee shall determine, including customary representations, warranties and covenants with respect to securities law matters.

(b) *Exercise.* Stock Appreciation Rights awarded to a Participant under the Plan shall become exercisable based on the performance of a minimum period of service or the occurrence of any event or events, including a Change in Control, as the Committee shall determine, either at or after the grant date. Stock Appreciation Rights that are granted in tandem with an Option may only be exercised upon the surrender of the right to exercise such Option for an equivalent number of shares of Common Stock, and may be exercised only with respect to the shares of Common Stock for which the related Option is then exercisable.

(c) *Settlement.* Subject to Section 11.4, upon exercise of a Stock Appreciation Right, the Participant shall be entitled to receive payment in the form, determined by the Committee, of cash or shares of Common Stock having a Fair Market Value equal to such cash amount, or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such cash amount, determined by multiplying:

(i) any increase in the Fair Market Value of one share of Common Stock on the exercise date over the price fixed by the Committee on the grant date of such Stock Appreciation Right, which may not be less than the Fair Market Value of a share of Common Stock on the grant date of such Stock Appreciation Right (except if awarded in tandem with an Option but after the grant date of such Option, then not less than the exercise price of such Option), by

(ii) the number of shares of Common Stock with respect to which the Stock Appreciation Right is exercised.

Notwithstanding the foregoing, on the grant date the Committee may establish a maximum amount per share which will be payable upon exercise of a Stock Appreciation Right. To the extent permitted by applicable law (including section 409A of the Code), upon such terms and conditions as the Committee may establish from time to time, a Participant may be permitted to defer the receipt of cash and/or shares of Common Stock otherwise deliverable upon exercise of a Stock Appreciation Right.

5.3 *Termination of Employment.*

(a) *Death or Disability.* Unless otherwise determined by the Committee at or after the grant date, if a Participant's employment terminates by reason of such Participant's death or Disability, any Options and Stock Appreciation Rights granted to such Participant, whether or not exercisable on or prior to the date of such termination, shall, subject to Section 9.1, be exercisable by the Participant (or the Participant's designated beneficiary, as applicable) until the earlier of (i) the first anniversary of the Participant's termination of employment or, if later, the first anniversary following expiration of any blackout period in effect with respect to such Options or Stock

Appreciation Rights (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), and (ii) the expiration of the term of the Options and Stock Appreciation Rights, and thereafter any Options and Stock Appreciation Rights that have not been exercised shall be forfeited and canceled.

(b) *Retirement.* Unless otherwise determined by the Committee at or after the grant date or as provided in the next following paragraph, if a Participant's employment terminates as a result of his or her Retirement, then (x) the Participant may exercise any Options and Stock Appreciation Rights that are exercisable on the date of such Retirement until the earlier of (i) the 90th day following the date of such Retirement or, if later, the 90th day following expiration of any blackout period in effect with respect to such Options or Stock Appreciation Rights (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), and (ii) the expiration of the term of such Options or Stock Appreciation Rights, and (y) any Options and Stock Appreciation Rights that are not exercisable upon the Participant's Retirement shall be forfeited and canceled as of the date of such Retirement.

Notwithstanding the foregoing, if the Committee in its discretion requests, and the Participant agrees to, a release of claims and to be bound by restrictive covenants in such form and having such terms as the Committee shall determine, which may include non-competition, non-solicitation, non-disclosure and non-disparagement covenants, then, during the three-year period following the Participant's Retirement, subject to Section 9.1, (i) the Options and Stock Appreciation Rights granted to such Participant that are not exercisable on the date of his or her Retirement shall continue to become exercisable in accordance with their respective terms during such three-year period as if such Participant's employment had not terminated, and (ii) the Options and Stock Appreciation Rights that are exercisable on the date of the Participant's Retirement plus those Options and Stock Appreciation Rights that become exercisable pursuant to the immediately preceding clause may be exercised by the Participant (or the Participant's beneficiary or legal representative) until the earlier of (A) (i) the third anniversary of the Participant's Retirement or (ii) if the Participant dies prior to the third anniversary of the Participant's Retirement, the 12-month anniversary following the date of the Participant's death, and (B) the expiration of the term of such Options or Stock Appreciation Rights. Upon the expiration of such period, all Options and Stock Appreciation Rights not previously exercised by the Participant shall be forfeited and canceled. If the Participant violates any such restrictive covenants during such three-year period, as determined by the Committee in its sole discretion, all Options and Stock Appreciation Rights granted to such Participant, whether or not then exercisable, shall be immediately forfeited and canceled as of the date of such violation.

(c) *For Cause.* If a Participant's employment with the Company or any Subsidiary is terminated for Cause, all Options and Stock Appreciation Rights granted to such Participant which are then outstanding (whether or not exercisable on or prior to the date of such termination) shall be immediately forfeited and canceled.

(d) *Without Cause*. If a Participant's employment with the Company or any Subsidiary is terminated by the Company without Cause, then (x) the Participant may exercise any Options and Stock Appreciation Rights that are exercisable on the date of such termination until the earlier of (i) the 90th day following the date of such termination or, if later, the 90th day following expiration of any blackout period in effect with respect to such Options or Stock Appreciation Rights (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), and (ii) the expiration of the term of such Options or Stock Appreciation Rights, and (y) any Options and Stock Appreciation Rights that are not exercisable upon the Participant's termination shall be forfeited and canceled as of the date of such termination.

(e) *Any Other Reason*. Unless otherwise determined by the Committee at or after the grant date, if a Participant's employment is terminated for any reason other than the ones described in Section 5.3(a), (b), (c), or (d) the Participant may exercise any Options and Stock Appreciation Rights that are exercisable on the date of such termination until the earlier of (i) the 30th day following the date of such termination or, if later, the 30th day following expiration of any blackout period in effect with respect to such Options or Stock Appreciation Rights (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), and (ii) the expiration of the term of such Options or Stock Appreciation Rights. Any Options and Stock Appreciation Rights that are not exercisable upon termination of a Participant's employment shall be forfeited and canceled as of the date of such termination.

5.4 *Committee Discretion*. Notwithstanding anything to the contrary contained in this Article V, the Committee may, at or after the date of grant, accelerate or waive any conditions to the exercisability of any Option or Stock Appreciation Right granted under the Plan, and may permit all or any portion of any such Option or Stock Appreciation Right to be exercised following a Participant's termination of employment for any reason on such terms and subject to such conditions as the Board shall determine for a period up to and including, but not beyond, the expiration of the term of such Options or Stock Appreciation Rights.

5.5 *Forfeiture*. Unless otherwise determined by the Committee at or after the grant date, notwithstanding anything contained in this Plan to the contrary, if, during the period commencing with a Participant's employment with the Company or any Subsidiary, and continuing until the first anniversary of the later of (i) the Participant's employment termination and (ii) the expiration of any post-termination exercise period (the "*Covered Period*") the Participant, except with the prior written consent of the Committee,

(a) directly or indirectly, owns any interest in, operates, joins, controls or participates as a partner, director, principal, officer, or agent of, enters into the employment of, acts as a consultant to, or performs any services for any entity which has operations that compete with any business of the Company and the Subsidiaries in which the Participant was employed (in any capacity) in any jurisdiction in which such business is engaged, or in which any of the Company and the Subsidiaries have documented plans to become engaged of which the Participant has knowledge at the time of

the Participant's termination of employment (the "*Business*"), except where (x) the Participant's interest or association with such entity is unrelated to the Business, (y) such entity's gross revenue from the Business is less than 10% of such entity's total gross revenue, and (z) the Participant's interest is directly or indirectly less than 2% of the Business;

(b) directly or indirectly, solicits for employment, employs or otherwise interferes with the relationship of the Company or any of its Affiliates with any natural person throughout the world who is or was employed by or otherwise engaged to perform services for the Company or any of its Affiliates at any time during the Participant's employment with the Company or any Subsidiary (in the case of any such activity during such time) or during the 12-month period preceding such solicitation, employment or interference (in the case of any such activity after the termination of the Participant's employment); or

(c) directly or indirectly, discloses or misuses any confidential information of the Company or any of its Affiliate (such activities in subsections (a), (b) and (c) hereof to be collectively and individually referred to as "*Wrongful Conduct*"),

then any Options and Stock Appreciation Rights granted to the Participant hereunder, to the extent they remain unexercised, shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct and, in such case or in the case of the Participant's termination for Cause, the Participant shall pay to the Company in cash any Option/SAR Financial Gain the Participant realized from exercising all or a portion of the Options and Stock Appreciation Rights granted hereunder within the 12-month period ending on the date of the Participant's violation (or such other period as determined by the Committee) (such period, the "*Wrongful Conduct Period*"). For purposes of this Section 5.5, "*Option/SAR Financial Gain*" shall equal, on each date of exercise during the Wrongful Conduct Period, (I) with respect to Options, the excess of (A) the greater of (i) the Fair Market Value on the date of exercise and (ii) the Fair Market Value on the date of sale of the Option shares, over (B) the exercise price, multiplied by the number of shares of Common Stock subject to such Award (without reduction for any shares of Common Stock surrendered or attested to), and (II) with respect to Stock Appreciation Rights, the excess of (A) the Fair Market Value on the date of exercise, over (B) the exercise price, multiplied by the number of shares of Common Stock subject to such Stock Appreciation Right. Unless otherwise determined by the Committee at or after the grant date, each Award Agreement evidencing the grant of Options and/or Stock Appreciation Rights shall provide for the Participant's consent to and authorization of the Company and the Subsidiaries to deduct from any amounts payable by such entities to such Participant any amounts the Participant owes to the Company under this Section 5.5. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 5.5. The Participant's obligations under this Section 5.5 shall be cumulative of any similar obligations the Participant has under this Plan, any Award Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

5.6 *Financial Restatements.* Without limiting the generality of Section 11.20, an Award Agreement may provide that, in the event that a Participant commits misconduct, fraud or gross negligence (whether or not such misconduct, fraud or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct, fraud or gross negligence, the Company restates any of its financial statements, the Committee may require any or all of the following:

(a) that the Participant forfeit some or all of the Options and Stock Appreciation Rights held by such Participant at the time of such restatement,

(b) that the Participant forfeit (or pay to the Company) some or all of the shares of Common Stock or cash (net of the aggregate exercise paid therefore) held by the Participant at the time of such restatement that had been received in respect of Options and Stock Appreciation Rights, as applicable, that have been exercised during the three-year period prior to the date that the Company is required to prepare a financial restatement, and

(c) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received (net of the aggregate exercise price paid therefore) in respect of any Options and Stock Appreciation Rights that had been exercised by the Participant within the three-year period prior to the date that the Company is required to prepare a financial restatement.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by clauses (b) and (c) above, such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

ARTICLE VI

PERFORMANCE STOCK, PERFORMANCE STOCK UNITS AND PERFORMANCE UNITS

6.1 *Grant.* Performance Stock, Performance Stock Units and Performance Units may be granted to Participants at such time or times as shall be determined by the Committee. The grant date of any Performance Stock, Performance Stock Units or Performance Units under the Plan will be the date on which such Performance Stock, Performance Stock Units or Performance Units are awarded by the Committee or on such other future date as the Committee shall determine. Performance Stock, Performance Stock Units and Performance Units shall be evidenced by an Award Agreement that shall specify the number of shares of Performance Stock, the number of Performance Stock Units, or the dollar amount of any Performance Units, as the case may be, to which such Award pertains, the Restriction Period, the Performance Period, and such other conditions as the Committee shall determine, including customary representations, warranties and

covenants with respect to securities law matters. No shares of Common Stock will be issued at the time an Award of Performance Stock Units or Performance Units is made, and the Company shall not be required to set aside a fund for the payment of any such Award.

6.2 *Vesting.*

(a) *In General.* Performance Stock, Performance Stock Units and Performance Units granted to a Participant under the Plan shall be subject to a Restriction Period, which shall lapse upon the attainment of specified performance objectives or the occurrence of any event or events, including a Change in Control, as the Committee shall determine, either at or after the grant date. The Committee shall establish the performance objectives upon which the Restriction Period shall lapse, which, in the case of any such Award intended to qualify as "performance-based" compensation under section 162(m) of the Code, shall be established no later than the 90th day after the applicable Performance Period begins (or such other date as may be required or permitted under section 162(m) of the Code).

(b) *Performance Objectives.* The performance objectives for any grant of Performance Stock, Performance Stock Units, Performance Units or any other Award intended to qualify as "performance-based" compensation under section 162(m) of the Code will be based upon the relative or comparative achievement of one or more of the following criteria, as determined by the Committee: net sales; revenue; revenue growth or product revenue growth; operating income (before or after taxes); pre- or after-tax income (before or after allocation of corporate overhead and bonus); net earnings; earnings per share; net income (before or after taxes); return on equity; total shareholder return; return on assets or net assets; appreciation in and/or maintenance of share price; market share; gross profits; earnings (including adjusted pre-tax earnings, earnings before taxes, earnings before interest and taxes or earnings before interest, taxes, depreciation and amortization); economic value-added models or equivalent metrics; comparisons with various stock market indices; reductions in costs; total net cash flow; cash flow or cash flow per share (before or after dividends); return on capital (including return on total capital or return on invested capital); cash flow return on investment; improvement in or attainment of expense levels or working capital levels; operating margins, gross margins or cash margin; year-end cash; debt reductions; shareholder equity; market share; regulatory achievements; and implementation, completion or attainment of measurable objectives with respect to customer satisfaction, research, development, products or projects and recruiting and maintaining personnel. The performance objectives for any grant of Performance Stock, Performance Stock Units or Performance Units not intended to qualify as "performance-based" compensation under section 162(m) of the Code will be based on the foregoing or such other criteria as may be determined by the Committee.

(c) *Special Rules Relating to Performance Objectives.* Performance objectives may be established on a Company-wide basis or with respect to one or more Company business units or divisions, or Subsidiaries; and either in absolute terms, relative to the performance of one or more similarly situated companies, or relative to the performance of an index covering a peer group of

companies. When establishing performance objectives for the applicable Performance Period, the Committee may exclude any or all items that are unusual in nature or infrequently occurring as determined under U.S. generally acceptable accounting principles including, without limitation, the charges or costs associated with restructurings of the Company, discontinued operations, and the cumulative effects of accounting changes, and as identified in the Company's financial statements, notes to the Company's financial statements or management's discussion and analysis of financial condition and results of operations contained in the Company's most recent report filed with the Commission pursuant to the Exchange Act; *provided*, that the Committee shall have no discretion with respect to any Award intended to continue to qualify as "performance-based" compensation under section 162(m) of the Code if the exercise of such discretion or the ability to exercise such discretion would cause such Award to fail to qualify as "performance-based" compensation under section 162(m) of the Code.

(d) *Certification of Attainment of Performance Objectives.* The Restriction Period with respect to any Performance Stock, Performance Stock Units, Performance Units or any other Award intended to qualify as "performance-based" compensation under section 162(m) of the Code shall lapse upon the written certification by the Committee that the performance objective or objectives for the applicable Performance Period have been attained. The Committee may provide at the time of grant that if the performance objective or objectives are attained in part, the Restriction Period with respect to a specified portion (which may be zero) of any Award of Performance Stock, Performance Stock Units or Performance Units will lapse and any remaining portion shall be cancelled; *provided*, that the Committee shall have no discretion to take such action with respect to any Award intended to continue to qualify as "performance-based" compensation under section 162(m) of the Code if the exercise of such action or the ability to exercise such action would cause such Award to fail to qualify as "performance-based" compensation under section 162(m) of the Code.

(e) *Newly Eligible Participants.* Notwithstanding anything in this Article VI to the contrary, the Committee shall be entitled to make such rules, determinations and adjustments as it deems appropriate with respect to any Participant who becomes eligible to receive an Award of Performance Stock, Performance Stock Units or Performance Units after the commencement of a Performance Period.

6.3 *Additional Provisions Relating to Performance Stock.*

(a) *Restrictions on Transferability.* Except as otherwise provided in Section 6.6(a), no Performance Stock may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the lapse of the Restriction Period. Thereafter, Performance Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable securities laws, the Award Agreement and any other agreement to which the Performance Stock is subject. The Committee shall require that any stock certificates evidencing any Performance Stock be held in the custody of the Secretary of the Company until the applicable Restriction Period

lapses, and that, as a condition of any grant of Performance Stock, the Participant shall have delivered a stock power, endorsed in blank, relating to the shares of Common Stock covered by such Award. Any attempt by a Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Stock or any interest therein or any rights relating thereto without complying with the provisions of the Plan, including this Section 6.3, shall be void and of no effect.

(b) *Legend.* Each certificate evidencing shares of Common Stock subject to an Award of Performance Stock shall be registered in the name of the Participant holding such Performance Stock and shall bear the following (or similar) legend:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) CONTAINED IN THE HERTZ GLOBAL HOLDINGS, INC. 2016 OMNIBUS INCENTIVE PLAN AND THE RELATED AWARD AGREEMENT AND NEITHER THIS CERTIFICATE NOR THE SHARES REPRESENTED BY IT ARE ASSIGNABLE OR OTHERWISE TRANSFERABLE EXCEPT IN ACCORDANCE WITH SUCH PLAN, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY."

(c) *Rights as a Stockholder.* The Committee shall determine whether and to what extent dividends and distributions will be credited to the account of a Participant receiving an Award of Performance Stock. Unless otherwise determined by the Committee at or after the grant date, (i) any cash dividends or distributions credited to the Participant's account shall be deemed to have been invested in additional Performance Stock on the payment date established for the related dividend or distribution in an amount per share of Performance Stock equal to the greatest whole number which may be obtained by dividing (A) the value of such dividend or distribution on the record date by (B) the Fair Market Value of one share of Common Stock on such date, and any such additional Performance Stock shall be subject to the same terms and conditions as are applicable in respect of the Performance Stock with respect to which such dividends or distributions were payable, and, (ii) if any such dividends or distributions are paid in shares of Common Stock or other securities, such shares and other securities shall be subject to the same Restriction Period and other restrictions as apply to the Performance Stock with respect to which they were paid. Subject to the immediately preceding sentence, a Participant holding outstanding Performance Stock shall be entitled to exercise full voting rights and other rights as a stockholder with respect to the shares of Common Stock underlying such Award during the period in which such shares remain subject to the Restriction Period.

6.4 *Additional Provisions Relating to Performance Stock Units.*

(a) *Restrictions on Transferability.* Except as otherwise provided in Section 6.6(a) or with the consent of the Committee, Performance Stock Units may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated. Any attempt by a Participant, directly or indirectly,

to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Stock Units or any interest therein or any rights relating thereto other than as provided in the Plan shall be void and of no effect.

(b) *Rights as a Stockholder.* The Committee shall determine whether and to what extent Dividend Equivalents will be credited to the account of a Participant receiving an Award of Performance Stock Units. Unless otherwise determined by the Committee at or after the grant date, (i) any cash dividends or distributions credited to the Participant's account shall be deemed to have been invested in additional Performance Stock Units on the payment date established for the related dividend or distribution in an amount per Performance Stock Unit equal to the greatest whole number which may be obtained by dividing (A) the value of such dividend or distribution on the record date by (B) the Fair Market Value of one share of Common Stock on such date, and any such additional Performance Stock Units shall be subject to the same terms and conditions as are applicable in respect of the Performance Stock Units with respect to which such dividends or distributions were payable, and (ii) if any such dividends or distributions are paid in shares of Common Stock or other securities, such shares of Common Stock and other securities shall be subject to the same Restriction Period and Performance Period and other restrictions as apply to the Performance Stock Units with respect to which they were paid. Unless and until the Company issues a certificate or certificates to a Participant for shares of Common Stock in respect of his or her Award of Performance Stock Units, or otherwise determined by the Committee at or after the grant date, a Participant holding outstanding Performance Stock Units shall not be entitled to exercise any voting rights and any other rights as a stockholder with respect to the shares of Common Stock underlying such Award.

(c) *Settlement of Performance Stock Units.* Unless the Committee determines otherwise at or after the grant date, as soon as reasonably practicable after the lapse of the Restriction Period with respect to any Performance Stock Units then held by a Participant, the Company shall issue to the Participant the shares of Common Stock underlying such Performance Stock Units (plus additional shares of Common Stock for each Performance Stock Units credited in respect of dividends or distributions) or, if the Committee so determines in its sole discretion, an amount in cash equal to the Fair Market Value of such shares of Common Stock or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such shares of Common Stock. To the extent permitted by applicable law (including section 409A of the Code), upon such terms and conditions as the Committee may establish from time to time, a Participant may be permitted to defer the receipt of the shares of Common Stock or cash otherwise deliverable upon settlement of Performance Stock Units. Upon issuance of shares of Common Stock underlying Performance Stock Units following lapse of the Restriction Period, such shares may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable securities laws, the Award Agreement and any other agreement to which such shares are subject.

6.5 *Additional Provisions Relating to Performance Units.*

(a) *Restrictions on Transferability.* Except as otherwise provided in Section 6.6(a), no Performance Units may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated. Any attempt by a Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Units or any interest therein or any rights relating thereto shall be void and of no effect.

(b) *Settlement of Performance Units.* Unless the Committee determines otherwise at or after the grant date, as soon as reasonably practicable after the lapse of the Restriction Period with respect to any Performance Units then held by a Participant, the Company shall deliver to the Participant a cash payment equal to the value of such Award or, if the Committee has so determined, a number of shares of Common Stock, which shares shall have a Fair Market Value equal to the value of such Award, or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to the value of such Award. To the extent permitted by applicable law (including section 409A of the Code), upon such terms and conditions as the Committee may establish from time to time, a Participant may be permitted to defer the receipt of cash or the shares of Common Stock otherwise deliverable upon settlement of Performance Units. Upon issuance of shares of Common Stock underlying Performance Units following lapse of the Restriction Period, such shares may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable securities laws, the Award Agreement and any other agreement to which such shares are subject.

6.6 *Termination of Employment.*

(a) *Death or Disability.* Unless otherwise determined by the Committee at or after the grant date, if a Participant's employment terminates by reason of such Participant's death or Disability, the Participant or, as the case may be, the Participant's estate, shall retain a portion of his or her Performance Stock, Performance Stock Units and Performance Units equal to the number of shares or units underlying each Award multiplied by a fraction, the numerator of which is the number of days elapsed from the commencement of the applicable Performance Period through the date of termination, and the denominator of which is the number of days in such Performance Period (each a "*Retained Award*"), and the remainder of each Award shall be forfeited and canceled as of the date of such termination. The Restriction Period on a Retained Award shall lapse upon completion of the applicable Performance Period to the extent that applicable performance objectives are attained. Settlement of a Retained Award shall be made at the time and in the manner provided in Sections 6.4(c) and 6.5(b) except that no additional deferrals shall be permitted.

(b) *Retirement.* Unless otherwise determined by the Committee at or after the grant date, if a Participant's employment terminates as a result of his or her Retirement, any Performance Stock, Performance Stock Units and Performance Units for which the Performance Period has not then lapsed shall be forfeited and canceled as of the date of such termination of employment; *provided*, that the Committee may authorize that, if the Participant agrees to a release of claims and to be bound by restrictive covenants in such form and having such terms as the Committee shall

determine, which may include non-competition, non-solicitation, non-disclosure and non-disparagement covenants, then the Participant shall retain a portion of his or her Performance Stock, Performance Stock Units and Performance Units equal to the number of shares or units underlying each Award multiplied by a fraction, the numerator of which is the number of days elapsed from the commencement of the applicable Performance Period through the date of his or her Retirement, and the denominator of which is the number of days in such Performance Period (each a "*Retained Retirement Award*"), and the remainder of each Award shall be forfeited and canceled as of the date of such Retirement; *provided, further*, that the Committee shall have no discretion to take such preceding action with respect to any Award intended to qualify as "performance-based" compensation under section 162(m) of the Code if the exercise of such action or the ability to exercise such action would cause such Award to fail to qualify as "performance-based" compensation under section 162(m) of the Code. Subject to the Participant's compliance with such covenants, and, to the extent that applicable performance objectives are attained, the Restriction Period on the Retained Retirement Awards shall lapse upon completion of the applicable Performance Period for such Retained Retirement Award. If the Participant violates any restrictive covenants during the remaining Performance Period, as determined by the Committee in its sole discretion, all Performance Stock, Performance Stock Units and Performance Units for which the Performance Period has not then lapsed shall be immediately forfeited and canceled as of the date of such violation or termination.

(c) *Any Other Reason.* Unless otherwise determined by the Committee at or after the grant date, if a Participant's employment is terminated for any reason other than one described in Sections 6.6(a) and (b), any then-outstanding Performance Stock, Performance Stock Units and Performance Units granted to such Participant shall be immediately forfeited and canceled as of the date of such termination of employment.

6.7 *Forfeiture.* Unless otherwise determined by the Committee at or after the grant date, notwithstanding anything contained in this Plan to the contrary, if, during the Covered Period, the Participant, except with the prior written consent of the Committee, engages in Wrongful Conduct, then any Performance Stock, Performance Stock Units and Performance Units granted to the Participant hereunder, for which the Restriction Period has not then lapsed shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct and, in such case or in the case of the Participant's termination for Cause, the Participant shall pay to the Company in cash any Performance-Based Financial Gain the Participant realized from the vesting of all or a portion of the Performance Stock, Performance Stock Units and Performance Units granted hereunder and having a Vesting Date within the Wrongful Conduct Period. For purposes of this Section 6.7, "*Performance-Based Financial Gain*" shall equal, in the case of each Vesting Date during the Wrongful Conduct Period, (I) the greater of (A) the Fair Market Value of a share of the underlying Common Stock on the Vesting Date of such Award and (B) the per share Fair Market Value on the date of any sale of such underlying Common Stock, multiplied by (II) the number of shares of Common Stock subject to such Award (without reduction for any shares of Common Stock surrendered or attested to). Unless otherwise determined by the Committee

at or after the grant date, each Award Agreement evidencing the grant of Performance Stock, Performance Stock Units and Performance Units shall provide for the Participant's consent to and authorization of the Company and the Subsidiaries to deduct from any amounts payable by such entities to such Participant any amounts the Participant owes to the Company under this Section 6.7. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 6.7. The Participant's obligations under this Section 6.7 shall be cumulative of any similar obligations the Participant has under this Plan, any Award Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

6.8 *Financial Restatements.* Without limiting the generality of Section 11.20, an Award Agreement may provide that if the Company restates any of its financial statements, then the Committee may require any or all of the following:

(a) that the Participant forfeit (or pay to the Company) some or all of the cash or shares of Common Stock held by the Participant at the time of such restatement that had been received, within the three-year period prior to the date that the Company is required to prepare a financial restatement, in settlement of Performance Stock, Performance Stock Units and Performance Units to the extent that such cash or shares would not have been paid had the applicable financial results been reported accurately, and

(b) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received, within the three-year period prior to the date that the Company is required to prepare a financial restatement, in settlement of any Performance Stock, Performance Stock Units and Performance Units to the extent that such shares would not have been paid had the applicable financial results been reported accurately.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by clauses (a) and (b) above, such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

ARTICLE VII

RESTRICTED STOCK AND RESTRICTED STOCK UNITS; SHARE AWARDS

7.1 *Grant.* Restricted Stock and Restricted Stock Units may be granted to Participants at such time or times as shall be determined by the Committee. The grant date of any Restricted Stock or Restricted Stock Units under the Plan will be the date on which such Restricted Stock or Restricted Stock Units are awarded by the Committee or on such other future date as the Committee shall determine. Restricted Stock and Restricted Stock Units shall be evidenced by an Award

Agreement that shall specify the number of shares of Common Stock to which the Restricted Stock and the Restricted Stock Units pertain (and, if applicable, whether such Award may be payable in cash), the Restriction Period, and such terms and conditions as the Committee shall determine, including customary representations, warranties and covenants with respect to securities law matters. No shares of Common Stock will be issued at the time an Award of Restricted Stock Units is made and the Company shall not be required to set aside a fund for the payment of any such Award.

7.2 *Vesting.* Restricted Stock and Restricted Stock Units granted to a Participant under the Plan shall be subject to a Restriction Period, which shall lapse upon the performance of a minimum period of service, or the occurrence of any event or events, including a Change in Control, as the Committee shall determine, either at or after the grant date. The Restriction Period on any Restricted Stock or Restricted Stock Units shall not fully lapse prior to a Participant's completion of three years of service to the Company or any Subsidiary from the date of the Award grant; *provided*, that the Committee may provide for a Restriction Period to lapse in pro rata or graded installments over such three-year period; *provided further*, that the Committee may grant Awards for Restricted Stock and Restricted Stock Units for an aggregate number of shares of Common Stock not to exceed 5% of the total number of shares of Common Stock available for issuance under this Plan that have a Restriction Period which lapses in full prior to a Participant's completion of three years of service to the Company or any Subsidiary from the date of the Award grant; *provided further*, that the minimum Restriction Period for any such Award granted to a newly eligible individual shall instead be one year, and the minimum Restriction Period for any such Award to a non-employee director of the Company or its Subsidiaries shall be as determined by the Committee; and *provided further*, that Replacement Awards and Distribution Awards shall not be subject to a minimum Restriction Period nor taken into account when determining the total shares available for issuance under the 5% exception described in the second proviso above.

7.3 *Additional Provisions Relating to Restricted Stock.*

(a) *Restrictions on Transferability.* Unless otherwise determined by the Committee, no Restricted Stock may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the lapse of the Restriction Period. Thereafter, Restricted Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable securities laws, the Award Agreement, and any other agreement to which the Restricted Stock is subject. The Committee shall require that any stock certificates evidencing any Restricted Stock be held in the custody of the Secretary of the Company until the applicable Restriction Period lapses, and that, as a condition of any grant of Restricted Stock, the Participant shall have delivered a stock power, endorsed in blank, relating to the share covered by such Award. Any attempt by a Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Restricted Stock or any interest therein or any rights relating thereto without complying with the provisions of the Plan, including this Section 7.3, shall be void and of no effect.

(b) *Legend.* Each certificate evidencing shares of Common Stock subject to an Award of Restricted Stock shall be registered in the name of the Participant holding such Restricted Stock and shall bear the legend (or similar legend) as specified in Section 6.3(b).

(c) *Rights as a Stockholder.* Unless otherwise determined by the Committee at or after the grant date, a Participant holding outstanding Restricted Stock shall be entitled to (i) receive all dividends and distributions paid in respect of shares of Common Stock underlying such Award; *provided*, that, if any such dividends or distributions are paid in shares of Common Stock or other securities, such shares and other securities shall be subject to the same Restriction Period and other restrictions as apply to the Restricted Stock with respect to which they were paid, and (ii) exercise full voting rights and other rights as a stockholder with respect to the shares of Common Stock underlying such Award during the period in which such shares remain subject to the Restriction Period.

7.4 *Additional Provisions Relating to Restricted Stock Units.*

(a) *Restrictions on Transferability.* No Restricted Stock Units may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated. Any attempt by a Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Restricted Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan, including this Section 7.4, shall be void and of no effect.

(b) *Rights as a Stockholder.* The Committee shall determine whether and to what extent Dividend Equivalents will be credited to the account of, or will be paid currently to, a Participant receiving an Award of Restricted Stock Units. Unless otherwise determined by the Committee at or after the grant date, (i) any cash dividends or distributions credited to the Participant's account shall be deemed to have been invested in additional Restricted Stock Units on the payment date established for the related dividend or distribution in an amount equal to the greatest whole number which may be obtained by dividing (A) the value of such dividend or distribution on the record date by (B) the Fair Market Value of one share of Common Stock on such date, and any such additional Restricted Stock Units shall be subject to the same terms and conditions as are applicable in respect of the Restricted Stock Units with respect to which such dividends or distributions were payable, and (ii) if any such dividends or distributions are paid in shares of Common Stock or other securities, such shares and other securities shall be subject to the same Restriction Period and other restrictions as apply to the Restricted Stock Units with respect to which they were paid. Unless and until the Company issues a certificate or certificates to a Participant for shares of Common Stock in respect of his or her Award of Restricted Stock Units, or otherwise determined by the Committee at or after the grant date, a Participant holding outstanding Restricted Stock Units shall not be entitled to exercise any voting rights and any other rights as a stockholder with respect to the shares of Common Stock underlying such Award.

(c) *Settlement of Restricted Stock Units.* Unless the Committee determines otherwise at or after the grant date, as soon as reasonably practicable after the lapse of the Restriction Period with respect to any Restricted Stock Units, the Company shall issue the shares of Common Stock underlying such Restricted Stock Units (plus additional shares of Common Stock for Restricted Stock Unit credited in respect of dividends or distributions) or, if the Committee so determines in its sole discretion, an amount in cash equal to the Fair Market Value of such shares of Common Stock or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such shares of Common Stock. To the extent permitted by applicable law (including section 409A of the Code), upon such terms and conditions as the Committee may establish from time to time, a Participant may be permitted to defer the receipt of the shares of Common Stock or cash otherwise deliverable upon settlement of Restricted Stock Units. Upon issuance of shares of Common Stock following lapse of the Restriction Period, such shares may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable securities law, the Award Agreement and any other agreement to which such shares are subject.

7.5 *Termination of Employment.*

(a) *Death or Disability.* Unless otherwise determined by the Committee at or after the grant date, if a Participant's employment terminates by reason of such Participant's death or Disability, the Participant or, as the case may be, the Participant's estate, shall retain a portion of his or her Restricted Stock and Restricted Stock Units equal to the number of shares or units underlying each Award multiplied by a fraction, the numerator of which is the number of days elapsed from the commencement of the applicable Restriction Period through the date of termination, and the denominator of which is the number of days in such Restriction Period (each a "*Retained Restricted Award*"), and the remainder of each Award shall be forfeited and canceled as of the date of such termination. The Restriction Period on a Retained Restricted Award shall lapse upon the Participant's termination of employment. Settlement of a Retained Restricted Award shall be made at the time and in the manner provided in Sections 7.3 and 7.4 except that no additional deferrals shall be permitted.

(b) *Any Other Reason.* Unless otherwise determined by the Committee at or after the grant date, if a Participant's employment is terminated for any reason during the Restriction Period other than as described in Section 7.5(a), any Restricted Stock and Restricted Stock Units granted to such Participant for which the Restriction Period has not then expired shall be forfeited and canceled as of the date of such termination.

7.6 *Forfeiture.* Unless otherwise determined by the Committee at or after the grant date, notwithstanding anything contained in this Plan to the contrary, if, during the Covered Period the Participant, except with the prior written consent of the Committee, engages in Wrongful Conduct, then any Restricted Stock and Restricted Stock Units granted to the Participant hereunder, for which the Restriction Period has not lapsed, shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct and, in such case and in

the case of the Participant's termination for Cause, the Participant shall pay to the Company in cash (i) any Restriction-Based Financial Gain the Participant realized from all or a portion of the Restricted Stock and Restricted Stock Units granted hereunder having a Vesting Date within the Wrongful Conduct Period, and (ii) any Share-Based Financial Gain the Participant realized from all or a portion of the Share Awards granted hereunder having a grant date within the Wrongful Conduct Period. For purposes of this Section 7.6, "*Restriction-Based Financial Gain*" shall equal, on each Vesting Date during the Wrongful Conduct Period, (I) the greater of (A) the Fair Market Value of a share of the underlying Common Stock on the Vesting Date and (B) the per share Fair Market Value on the date of sale of such underlying Common Stock, multiplied by (II) the number of shares of Common Stock subject to such Award (without reduction for any shares of Common Stock surrendered or attested to). For purposes of this Section 7.6, "*Share-Based Financial Gain*" shall equal, in the case of each grant date during the Wrongful Conduct Period, (I) the greater of (A) the Fair Market Value of a share of the underlying Common Stock on the grant date of such Award and (B) the per share Fair Market Value on the date of any sale of such underlying Common Stock, multiplied by (II) the number of shares of Common Stock subject to such Award (without reduction for any shares of Common Stock surrendered or attested to). Unless otherwise determined by the Committee at or after the grant date, each Award Agreement evidencing the grant of Restricted Stock and/or Restricted Stock Units shall provide for the Participant's consent to and authorization of the Company and the Subsidiaries to deduct from any amounts payable by such entities to such Participant any amounts the Participant owes to the Company under this Section 7.6. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 7.6. The Participant's obligations under this Section 7.6 shall be cumulative of any similar obligations the Participant has under this Plan, any Award Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

7.7 *Financial Restatements.* Without limiting the generality of Section 11.20, an Award Agreement may provide that, in the event that a Participant commits misconduct, fraud or gross negligence (whether or not such misconduct, fraud or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct, fraud or gross negligence, the Company restates any of its financial statements, then the Committee may require any or all of the following:

(a) that the Participant forfeit some or all of the Restricted Stock and Restricted Stock Units held by such Participant at the time of such restatement,

(b) that the Participant forfeit (or pay to the Company) some or all of the cash or shares of Common Stock held by the Participant at the time of such restatement that had been received, within the three-year period prior to the date that the Company is required to prepare a financial restatement, as Share Awards and/or in settlement of Restricted Stock and Restricted Stock Units, and

(c) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received, within the three-year period prior to the date that the Company is required to prepare a financial restatement, as Share Awards and/or in settlement of any Restricted Stock and Restricted Stock Units.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by clauses (b) and (c) above, such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

7.8 *Share Awards.* Share Awards may be granted to Participants at such time or times as shall be determined by the Committee on such terms and conditions as the Committee may determine in its discretion. Share Awards may be made as additional compensation for services rendered by a Participant to the Company or any Subsidiary or may be in lieu of cash or other compensation to which the Participant may be entitled from the Company or any Subsidiary.

ARTICLE VIII

DEFERRED STOCK UNITS

8.1 *In General.* Freestanding Deferred Stock Units may be granted to Participants at such time or times as shall be determined by the Committee without regard to any election by the Participant to defer receipt of any compensation or bonus amount payable to him. The grant date of any freestanding Deferred Stock Units under the Plan will be the date on which such freestanding Deferred Stock Units are awarded by the Committee or on such other future date as the Committee shall determine. In addition, to the extent permitted by applicable law (including section 409A of the Code), on fixed dates established by the Committee and subject to such terms and conditions as the Committee shall determine, the Committee may permit a Participant to elect to defer receipt of all or a portion of his annual compensation and/or incentive bonus ("*Deferred Annual Amount*") payable by the Company or a Subsidiary and receive in lieu thereof an Award of elective Deferred Stock Units equal to the greatest whole number which may be obtained by dividing (i) the amount of the Deferred Annual Amount by (ii) the Fair Market Value of one share of Common Stock on the date of payment of such compensation and/or annual bonus. Deferred Stock Units shall be evidenced by an Award Agreement that shall specify the number of shares of Common Stock to which the Deferred Stock Units pertains, and such terms and conditions as the Committee shall determine, including customary representations, warranties and covenants with respect to securities law matters. Upon the grant of Deferred Stock Units pursuant to the Plan, the Company shall establish a notional account for the Participant and will record in such account the number of shares of Deferred Stock Units awarded to the Participant. No shares of Common Stock will be issued to the Participant at the time an award of Deferred Stock Units is granted.

8.2 *Rights as a Stockholder.* The Committee shall determine whether and to what extent Dividend Equivalents will be credited to the account of, or will be paid currently to, a Participant receiving an Award of Deferred Stock Units. Unless otherwise provided by the Committee at or after the grant date, (i) any cash dividends or distributions credited to the Participant's account shall be deemed to have been invested in additional Deferred Stock Units on the payment date established for the related dividend or distribution in an amount equal to the greatest whole number which may be obtained by dividing (A) the value of such dividend or distribution on the record date by (B) the Fair Market Value of one share of Common Stock on such date, and such additional Deferred Stock Units shall be subject to the same terms and conditions as are applicable in respect of the Deferred Stock Units with respect to which such dividends or distributions were payable, and (ii) if any such dividends or distributions are paid in shares of Common Stock or other securities, such shares and other securities shall be subject to the terms, conditions and restrictions as apply to the Deferred Stock Units with respect to which they were paid. A Participant shall not have any rights as a stockholder in respect of Deferred Stock Units awarded pursuant to the Plan (including, but not limited to, the right to vote on any matter submitted to the Company's stockholders) until such time as the shares of Common Stock attributable to such Deferred Stock Units have been issued to such Participant or his beneficiary.

8.3 *Restrictions on Transferability.* No Deferred Stock Units may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated. Any attempt by a Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Deferred Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan shall be void and of no effect.

8.4 *Settlement.* Unless the Committee determines otherwise at or after the grant date, the Company shall issue the shares of Common Stock underlying any of a Participant's freestanding Deferred Stock Units (and related Dividend Equivalents) for which the Restriction Period shall have lapsed on or prior to the date of such Participant's termination of employment with the Company and any Subsidiary, other than a termination for Cause, as soon as administratively practicable, but not later than 90 days, following the date of such termination of employment (or on such earlier date as the Committee shall permit or such later date as may be elected by the Participant in accordance with section 409A of the Code and the rules and procedures of the Board or as may be required by applicable law). Unless the Committee determines otherwise at or after the grant date, in the event of the termination of a Participant's employment with the Company and the Subsidiaries for Cause, the Participant shall immediately forfeit all rights with respect to any shares of freestanding Deferred Stock Units (and related Dividend Equivalents) credited to his account, whether or not the Restriction Period shall have then lapsed. Subject to Article IX and Article XI, and the last sentence of Section 8.1, unless the Committee determines otherwise at or after the grant date, the Company shall issue the shares of Common Stock underlying any of a Participant's elective Deferred Stock Units (and related Dividend Equivalents) credited to such Participant's account under the Plan as soon as administratively practicable, but not later than 90 days, following the date of such Participant's termination of employment (or such later date as may be elected by the

Participant in accordance with the rules and procedures of the Committee or as may be required by applicable law). The Committee may provide in the Award Agreement applicable to any Award of Deferred Stock Units that, in lieu of issuing shares of Common Stock in settlement of any Deferred Stock Units, the Committee may direct the Company to pay to the Participant the Fair Market Value of the shares of Common Stock corresponding to such Deferred Stock Units in cash, or in any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such shares of Common Stock.

8.5 *Further Deferral Elections.* To the extent permitted by applicable law (including section 409A of the Code), upon such terms and conditions as the Committee may establish from time to time, a Participant may elect to further defer receipt of shares of Common Stock issuable in respect of Deferred Stock Units (or an installment of an Award) for a specified period or until a specified event.

ARTICLE IX

CHANGE IN CONTROL

9.1 *Accelerated Vesting and Payment.*

(a) *In General.* Unless the Committee otherwise determines in the manner set forth in Section 9.2, or except as otherwise determined by the Committee at or after the grant date, upon the occurrence of a Change in Control, (i) all Options and Stock Appreciation Rights shall become immediately exercisable, (ii) the Restriction Period on all Restricted Stock, Restricted Stock Units and freestanding Deferred Stock Units shall lapse immediately prior to such Change in Control and (iii) shares of Common Stock underlying Awards of Restricted Stock Units and Deferred Stock Units shall be issued to each Participant then holding such Award immediately prior to such Change in Control; *provided* that, at the discretion of the Committee (as constituted immediately prior to the Change in Control), each such Option, Stock Appreciation Right, Restricted Stock Unit and/or Deferred Stock Unit may be canceled in exchange for an amount equal to the product of (A)(I) in the case of Options and Stock Appreciation Rights, the excess, if any, of the product of the Change in Control Price over the exercise price for such Award, and (II) in the case of other such Awards, the Change in Control Price multiplied by (B) the aggregate number of shares of Common Stock covered by such Award; *provided, further*, that where the Change in Control does not constitute a “change in control event” as defined under section 409A of the Code, the shares to be issued, or the amount to be paid, for each Award that constitutes deferred compensation subject to section 409A of the Code shall be paid at the time or schedule applicable to such Awards (assuming for these payment purposes (but not the lapsing of the Restriction Period) that no such Change in Control had occurred). Notwithstanding the foregoing, the Committee may, in its discretion, instead terminate any outstanding Options or Stock Appreciation Rights if either (x) the Company provides holders of such Options and Stock Appreciation Rights with reasonable advance notice to exercise their outstanding and unexercised Options and Stock Appreciation Rights or (y) the Committee

reasonably determines that the Change in Control Price is equal to or less than the exercise price for such Options or Stock Appreciation Rights.

(b) *Performance Stock, Performance Stock Units and Performance Units.* Performance Stock, Performance Stock Units, Performance Units and elective Deferred Stock Units that are outstanding in the event of a Change in Control shall be treated as provided in the individual Award Agreement governing such Performance Stock, Performance Stock Units, Performance Units or elective Deferred Stock Units.

(c) *Timing of Payments.* Payment of any amounts calculated in accordance with Section 9.1(a) shall be made in cash or, if determined by the Committee (as constituted immediately prior to the Change in Control), in shares of the common stock of the New Employer having an aggregate fair market value equal to such amount and shall be payable in full, as soon as reasonably practicable, but in no event later than 30 days, following the Change in Control (subject to the payment timing restrictions contained in the second proviso of the first sentence of Section 9.1(a)). For purposes hereof, the fair market value of one share of common stock of the New Employer shall be determined by the Committee (as constituted immediately prior to the consummation of the transaction constituting the Change in Control), in good faith.

9.2 *Alternative Awards.* Notwithstanding Section 9.1, no cancellation, termination, acceleration of exercisability or vesting, lapse of any Restriction Period or settlement or other payment shall occur with respect to any outstanding Award (other than an award of Performance Stock, Performance Stock Units, Performance Units or elective Deferred Stock Units except as provided therein), if the Committee (as constituted immediately prior to the consummation of the transaction constituting the Change in Control) reasonably determines, in good faith, prior to the Change in Control that such outstanding Awards shall be honored or assumed, or new rights substituted therefor (such honored, assumed or substituted Award being hereinafter referred to as an "*Alternative Award*") by the New Employer, *provided*, that any Alternative Award must:

(i) be based on shares of common stock that are traded on an established U.S. securities market or another public market determined by the Committee prior to the Change in Control;

(ii) provide the Participant (or each Participant in a class of Participants) with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule and identical or better timing and methods of payment (including liquidity rights with respect to shares of Common Stock received in settlement of such Award);

(iii) have substantially equivalent economic value to such Award (determined at the time of the Change in Control);

(iv) have, unless the Committee determines otherwise at or after the grant date, terms and conditions which provide that in the event that the Participant suffers an involuntary termination

without Cause within two years following the Change in Control, any conditions on the Participant's rights under, or any restrictions on transfer or exercisability applicable to, each such Award held by such Participant shall be waived or shall lapse, as the case may be; and

(v) not result in adverse tax consequences to the Participant under section 409A of the Code.

ARTICLE X

AMENDMENT, MODIFICATION AND TERMINATION OF PLAN

The Plan shall continue in effect, unless sooner terminated pursuant to this Article X, until the tenth anniversary of the date on which it is adopted by the Board (or if applicable, the 10 year anniversary of the date of the latest shareholder approval of the Plan, including without limitation any shareholder approval of any amendment to the Plan to increase the share award capacity hereunder). The Board or the Committee may at any time terminate or suspend the Plan, and from time to time may amend or modify the Plan; *provided*, that without the approval by a majority of the votes cast at a meeting of shareholders at which a quorum representing a majority of the shares of the Company entitled to vote generally in the election of directors is present in person or by proxy, no amendment or modification to the Plan may (i) materially increase the benefits accruing to participants under the Plan, (ii) except as otherwise expressly provided in Section 4.4, materially increase the number of shares of Common Stock subject to the Plan or the individual Award limitations specified in Section 4.3, (iii) modify the restrictions provided in Section 4.5 or (iv) materially modify the requirements for participation in the Plan. No amendment, modification, or termination of the Plan shall in any manner adversely affect any Award theretofore granted under the Plan, without the consent of the Participant. Notwithstanding the foregoing, the Board or Committee may take such actions as it deems appropriate to ensure that the Plan and any Awards may comply with any tax, securities or other applicable law. Nothing herein shall restrict the Committee's ability to exercise its discretionary authority as provided in the Plan. Subject to other applicable provisions of the Plan, all Awards made under the Plan prior to such termination of the Plan shall remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards. Except as otherwise determined by the Board, termination of the Plan shall not affect the Committee's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination. Following a Change in Control, no action shall be taken under the Plan that will cause any Award that has previously been determined to be (or is determined to be) subject to section 409A of the Code to fail to comply in any respect with section 409A of the Code without the written consent of the Participant.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 *Nontransferability of Awards.* No Award shall be assignable or transferable except by will or the laws of descent and distribution; *provided*, that the Committee or the Board may, except as otherwise provided in the Plan, permit (on such terms and conditions as it shall establish) in its sole discretion a Participant to transfer an Award for no consideration to (i) the Participant's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons have more than 50% of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than 50% of the voting interests, or to organizations qualifying as charitable organizations within the meaning of Section 501(c)(3) of the Code or (ii) any other person or entity (each of (i) and (ii), upon such permitted transfer, a "*Permitted Transferee*"). Except to the extent required by law, no Award shall be subject to any lien, obligation or liability of the Participant. All rights with respect to Awards granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant or, if applicable, his or her Permitted Transferee(s). The rights of a Permitted Transferee shall be limited to the rights conveyed to such Permitted Transferee, who shall be subject to and bound by the terms of the agreement or agreements between the Participant and the Company.

11.2 *Beneficiary Designation.* Each Participant under the Plan may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid or by whom any right under the Plan is to be exercised in case of his or her death. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Committee, and will be effective only when filed by the Participant in writing with the Committee during his or her lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to or exercised by the Participant's surviving spouse, if any, or otherwise to or by his or her estate. In its discretion, the Committee may permit beneficiary designations by a Participant under a Former Parent Plan to be effective for such purposes under this Plan.

11.3 *No Guarantee of Employment or Participation.* Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary to terminate any Participant's employment at any time, nor to confer upon any Participant any right to continue in the employ of the Company or any Subsidiary (regardless of whether such termination results in (1) the failure of any Award to vest; (2) the forfeiture of any unvested or vested portion of any Award; and/or (3) any other adverse effect on the individual's interests under the Plan). No Eligible Individual shall have a right to be selected as a Participant, or, having been so selected, to receive any future Awards.

11.4 *Tax Withholding.* The Company shall have the right and power to deduct from all amounts paid to a Participant in cash or shares (whether under this Plan or otherwise) or to require a Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect thereto with respect to any Award under this Plan. In the case of any Award satisfied in the form of shares of Common Stock, no shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such Award. The Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Company shall have the right to retain, or the Committee may, subject to such terms and conditions as it may establish from time to time, permit Participants to elect to tender, shares of Common Stock (including shares of Common Stock issuable in respect of an Award) to satisfy, in whole or in part, the amount required to be withheld (*provided* that such amount shall not be in excess of the minimum amount required to satisfy the statutory withholding tax obligations).

11.5 *Compliance with Legal and Exchange Requirements.* The Plan, the granting and exercising of Awards thereunder, and any obligations of the Company under the Plan, shall be subject to all applicable federal and state laws, rules, and regulations, and to such approvals by any regulatory or governmental agency as may be required, and to any rules or regulations of any exchange on which the Common Stock is listed. The Company, in its discretion, may postpone the granting, exercising and settlement of Awards, the issuance or delivery of shares of Common Stock under any Award or any other action permitted under the Plan to permit the Company, with reasonable diligence, to complete such stock exchange listing or registration or qualification of such Shares or other required action under any federal or state law, rule or regulation and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of shares of Common Stock in compliance with applicable laws, rules and regulations. The Company shall not be obligated by virtue of any provision of the Plan to recognize the exercise or settlement of any Award or to otherwise sell or issue shares of Common Stock in violation of any such laws, rules or regulations, and any postponement of the exercise or settlement of any Award under this provision shall not extend the term of such Awards. Neither the Company nor its directors or officers shall have any obligation or liability to a Participant with respect to any Award (or shares of Common Stock issuable thereunder) that shall lapse because of such postponement.

11.6 *Indemnification.* To the maximum extent provided by law and by the Company's Certificate of Incorporation and/or By-Laws, each person who is or shall have been a member of the Committee or of the Board shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be made a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement

thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit or proceeding against him or her, *provided* he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive and shall be independent of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or By-laws, by contract, as a matter of law, or otherwise.

11.7 *No Limitation on Compensation.* Nothing in the Plan shall be construed to limit the right of the Company to establish other plans or to pay compensation to its employees, in cash or property, in a manner which is not expressly authorized under the Plan.

11.8 *Deferrals.* The Committee may postpone the exercising of Awards, the issuance or delivery of Common Stock under any Award or any action permitted under the Plan to prevent the Company or any Subsidiary from being denied a Federal income tax deduction with respect to any Award other than an ISO or to the extent required or permitted by applicable law.

11.9 *409A Compliance.* The Plan is intended to be administered in a manner consistent with the requirements, where applicable, of section 409A of the Code. Where reasonably possible and practicable, the Plan shall be administered in a manner to avoid the imposition on Participants of immediate tax recognition and additional taxes pursuant to such section 409A. Notwithstanding the foregoing, neither the Company nor the Committee shall have any liability to any person in the event such section 409A applies to any such Award in a manner that results in adverse tax consequences for the Participant or any of his beneficiaries or transferees.

Solely for purposes of determining the time and form of payments due under any Award that is considered nonqualified deferred compensation under section 409A of the Code and that is not otherwise exempt from section 409A of the Code, a Participant shall not be deemed to have incurred a termination of employment unless and until he shall incur a "separation from service" within the meaning of section 409A of the Code. Notwithstanding any other provision in this Plan, if as of Participant's separation from service, the Participant is a "specified employee" as determined by the Company, then to the extent any amount payable under any Award that is considered nonqualified deferred compensation under section 409A of the Code and that is not otherwise exempt from section 409A of the Code, for which payment is triggered by Participant's separation from service (other than on account of death), and that under the terms of the Award would be payable prior to the six-month anniversary of the Participant's separation from service, such payment shall be delayed until the earlier to occur of (a) the six-month anniversary of such separation from service and (b) the date of the Participant's death. In no event may a Participant, directly or indirectly, designate the calendar year of any payment to be made under any Award that constitutes nonqualified deferred compensation subject to section 409A of the Code. Each payment under any Award that constitutes nonqualified deferred compensation subject to section 409A of the Code shall be treated as a separate payment for purposes of section 409A of the Code.

11.10 *Governing Law.* The Plan shall be construed in accordance with and governed by the laws of the State of Delaware, without reference to principles of conflict of laws which would require application of the law of another jurisdiction, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies.

11.11 *Severability; Blue Pencil.* In the event that any one or more of the provisions of this Plan shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. If, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

11.12 *No Impact On Benefits.* Except as may otherwise be specifically stated under any employee benefit plan, policy or program, no amount payable in respect of any Award shall be treated as compensation for purposes of calculating a Participant's right under any such plan, policy or program. No amount payable in respect of any Award pursuant to an Award shall be deemed part of a Participant's regular, recurring compensation for purposes of any termination, indemnity or severance pay laws.

11.13 *No Constraint on Corporate Action.* Nothing in this Plan shall be construed (i) to limit, impair or otherwise affect the Company's right or power to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell, or transfer all or any part of its business or assets or (ii) to limit the right or power of the Company, or any Subsidiary to take any action which such entity deems to be necessary or appropriate.

11.14 *Headings and Captions.* The headings and captions herein are provided for reference and convenience only, shall not be considered part of this Plan, and shall not be employed in the construction of this Plan.

11.15 *No Trust or Fund Created.* Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a grantee or any other person. To the extent that any grantee or other person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

11.16 *Fractional Shares.* No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional shares, or whether such fractional shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

11.17 *Code Section 83(b) Elections.* The Company, its Affiliates and the Committee have no responsibility for any Participant's election, attempt to elect or failure to elect to include the value of a Restricted Stock Award or other Award subject to section 83 of the Code in the Participant's gross income for the year of payment pursuant to section 83(b) of the Code. Any Participant who makes an election pursuant to section 83(b) of the Code will promptly provide the Committee with a copy of the election form.

11.18 *No Obligation to Exercise Awards; No Right to Notice of Expiration Date.* The grant of an Award of an Option or Stock Appreciation Right will impose no obligation upon the Participant to exercise the Award. The Company, its Affiliates and the Committee have no obligation to inform a Participant of the date on which any Award lapses except in the Award Agreement.

11.19 *Right to Offset.* Notwithstanding any provisions of the Plan to the contrary, and to the extent permitted by applicable law (including section 409A of the Code), the Company may offset any amounts to be paid to a Participant (or, in the event of the Participant's death, to his beneficiary or estate) under the Plan against any amounts that such Participant may owe to the Company or its Affiliates.

11.20 *Compensation Recovery Policy.* Without limiting any other provision of the Plan, any Award granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

11.21 *Furnishing Information.* A Participant will cooperate with the Committee by furnishing any and all information requested by the Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Committee may deem necessary when eligibility or entitlement to any compensation or benefit based on Disability is at issue.

11.22 *Distribution Awards.* The Company is authorized to issue Distribution Awards to Participants, including Distribution Participants, in connection with the adjustment and replacement of certain awards previously granted by Former Parent under a Former Parent Plan to such Participants (pursuant to the anti-dilution adjustment provisions of the Former Parent Plan). The Common Stock subject to a Distribution Award and the other terms and conditions of each Distribution Award, including, without limitation, option exercise price and service crediting rules, as applicable shall be determined by the Committee, all in accordance with the terms of the Employee Matters Agreement. Subject to the foregoing, all Distribution Awards shall generally be subject to substantially similar terms and conditions as provided in the grantee's corresponding awards under the Former Parent Plan. To the extent the terms of the Plan are inconsistent with the terms of an Award Agreement of a Distribution Award, the terms of the Distribution Award shall be governed by the Employee Matters Agreement and the applicable Award Agreement.

PERFORMANCE STOCK UNIT AGREEMENT

THIS PERFORMANCE STOCK UNIT AGREEMENT (the "Agreement") is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the "Company"), and the Participant (defined hereafter) pursuant to the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the "Plan"), in combination with a 2016 Long Term Incentive Award Summary (or applicable portion thereof) (the "Award Summary"). The Award Summary, which identifies the person to whom the performance stock units are granted (the "Participant") and specifies the date of grant of this Award (the "Grant Date") and other details of this Award under the Plan, and the electronic acceptance of this Agreement, are incorporated herein by reference.

1. Grant and Acceptance of Performance Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the target number of performance stock units (the "Performance Stock Units") set forth on the Award Summary (the "Grant Target Number") and which shall be subject to the terms and conditions of the Plan and this Agreement, including the adjustments as provided in this Agreement (including, without limitation, Section 2(c)(ii)). The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Performance Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. If there is any inconsistency between the terms hereof and the terms of the Award Summary, the terms of this Agreement shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Performance Stock Units.

(a) Generally. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Performance Stock Units shall lapse, if at all, as to the target number of Performance Stock Units subject to this Agreement (as specified on the Award Summary and as may have been modified by this Agreement (including, without limitation, Section 2(c)(ii))) multiplied by the Final Target Adjustment Percentage (as defined in Exhibit A), as of the later of the Certification Date (as defined in Section 3(a)) and the third anniversary of the Grant Date (the "Vesting Date"), subject to (X) the continued employment of the Participant by the Company or any Subsidiary thereof through the third anniversary of the Grant Date (except as otherwise provided under Section (2)(c)(ii)), (Y) the achievement of the performance criteria established by the Committee pursuant to the Plan for the Performance Stock Units for the applicable Performance Periods (as defined in Exhibit A) and set forth at the end of this Agreement (the "Performance Criteria") and (Z) the Committee's certification of the

achievement of the Performance Criteria and Final Target Adjustment Percentage in accordance with Section 3(a).

Performance Stock Units that cease to be subject to the Restriction Period in accordance with the prior paragraph shall be settled as provided in Section 3. To the extent the Restriction Period of any Performance Stock Units subject to this Agreement does not lapse as of the Vesting Date as provided above, such Performance Stock Units shall immediately be forfeited and canceled.

(b) Forfeiture Due to Performance Criteria Non-Achievement. If the Committee certifies on the Certification Date that the Performance Criteria have not been achieved and/or the Final Target Adjustment Percentage is 0%, all Performance Stock Units subject to this Agreement shall immediately be forfeited and canceled.

(c) Termination of Employment.

(i) Death or Disability. If the Participant's employment is terminated due to death or Disability prior to the third anniversary of the Grant Date, the Restriction Period shall lapse immediately upon such termination with respect to a portion of the Performance Stock Units equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such Performance Stock Units shall be settled as provided in Section 3. Any Performance Stock Units still subject to restriction after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(ii) Retirement. If the Participant's employment is terminated due to Retirement prior to the third anniversary of the Grant Date, then a portion of the Performance Stock Units subject to this Agreement shall be retained, with such portion being retained equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such portion retained shall be the target number of Performance Stock Units under this Agreement thereafter, and the remaining portion of Performance Stock Units shall be forfeited as of the date of the Participant's termination. The retained portion of Performance Stock Units shall remain subject to the other terms of this Agreement (including, without limitation, the provisions of Sections 2(a) and 2(b)); provided, however, such Participant shall be deemed to meet the requirements of clause (X) of Section 2(a).

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability prior to the third anniversary of the Grant Date, and subject to Section 2(c)(ii), any outstanding Performance Stock Units shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(d) Change in Control.

(i) Subject to Section 2(d)(ii), in the event of a Change in Control, the Restriction Period applicable to any outstanding Performance Stock Units subject to this Agreement shall lapse immediately prior to such Change in Control and shall be settled as set forth in Section 3.

(ii) Notwithstanding Section 2(d)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Performance Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Performance Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

3. Certification and Settlement of Performance Stock Units.

(a) Certification. As soon as administratively feasible in the calendar year after the end of the Three Year Performance Period (as defined in Exhibit A), the Committee shall certify, in writing, whether or not, and to what extent, the Performance Criteria have been achieved and the Final Target Adjustment Percentage. The date on which the Committee makes such certification is referred to herein as the "Certification Date".

(b) Settlement. Subject to the following sentence, not later than the 30th day following the date on which the lapse of the Restriction Period occurs with respect to any Performance Stock Units, the Company shall issue to the Participant one share of Common Stock underlying each Performance Stock Unit as to which the Restriction Period has lapsed. Notwithstanding the preceding sentence, if the Restriction Period applicable to any Performance Stock Units which constitutes "deferred compensation" subject to Section 409A of the Code lapses as a result of a Change in Control that does not qualify as a "change in the ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Performance Stock Units until the 30th day following the earlier of (i) the Participant's termination of employment and (ii) the originally scheduled Vesting Date of such Performance Stock Units. For the avoidance of doubt, the preceding two sentences are subject to Section 8(g) of this Agreement and Section 11.9 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant's settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, the Participant engages in Wrongful Conduct, then any Performance Stock Units for which the Restriction Period has not then lapsed shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct or if the Participant's employment is terminated for Cause, the Participant shall pay to the Company in cash any

Performance-Based Financial Gain the Participant realized from the lapse of the Restriction Period applicable to all or a portion of the Performance Stock Units having a Vesting Date within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 4. The Participant's obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

5. Effect of Financial Restatements. If the Company restates any of its financial statements, then the Committee may require any or all of the following:

(a) that the Participant forfeit (or pay to the Company) some or all of the cash or the shares of Common Stock held by the Participant at the time of such restatement that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such cash or shares would not have been paid had the applicable financial results been reported accurately, and

(b) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such shares would not have been paid had the applicable financial results been reported accurately.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by Sections 5(a) and (b), such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

6. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Performance Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Performance Stock Units shall be registered in the Participant's name, or, if applicable, in the names of the Participant's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If

delivered in certificated form, the Company may deliver a share certificate to the Participant or to the Participant's designated broker on the Participant's behalf. If the Participant is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Participant's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) To the extent permitted by Section 409A of the Code, the grant of the Performance Stock Units and issuance of shares of Common Stock upon settlement of the Performance Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Performance Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Performance Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Performance Stock Units.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

7. Participant's Rights with Respect to the Performance Stock Units.

(a) Restrictions on Transferability. The Performance Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant. Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this

Agreement, including this Section 7(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Performance Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

8. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Performance Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding; Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Performance Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such Performance Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Performance Stock Units) to satisfy, in whole or in part, the amount required to be withheld (provided that such amount shall not be in excess of the minimum amount required to satisfy the statutory withholding tax obligations).

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Performance Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Performance Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Performance Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

(m) Company Rights. The existence of the Performance Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Exhibit A – Performance Criteria

One Year Performance Period:	January 1, 2016 through December 31, 2016
One Year Performance Criteria:	2016 Corporate EBITDA*
Two Year Performance Period:	January 1, 2016 through December 31, 2017
Two Year Performance Criteria:	2016 & 2017 Corporate EBITDA*
Three Year Performance Period:	January 1, 2016 through December 31, 2018
Three Year Performance Criteria:	2016, 2017 & 2018 Corporate EBITDA*

One Year Performance Determination. Based on the One Year Performance Period and One Year Performance Criteria, the “One Year Adjustment Percentage” shall equal 25% multiplied by the One Year Multiplier below:

	<u>Description (\$MM)</u>	<u>One Year Multiplier</u>
Threshold		50%
Target		100%

Two Year Performance Determination. Based on the Two Year Performance Period and Two Year Performance Criteria, the “Two Year Adjustment Percentage” shall equal 50% multiplied by the Two Year Multiplier below (provided, however, that the Two Year Adjustment Percentage shall in no event be lower than the One Year Adjustment Percentage):

	<u>Description (\$MM)</u>	<u>Two Year Multiplier</u>
Threshold		50%
Target		100%

Three Year Performance Determination. Based on the Three Year Performance Period and Three Year Performance Criteria, the “Final Target Adjustment Percentage” shall equal the Three Year Multiplier below (provided, however, that the Final Target Adjustment Percentage shall in no event be lower than the Two Year Adjustment Percentage; provided, further, that the Committee may, at the time of certification, reduce the Final Target Adjustment Percentage to such percentage as the Committee may determine in its sole discretion):

	<u>Description (\$MM)</u>	<u>Three Year Multiplier</u>
Threshold		50%
Target		100%
Maximum		150%

General Rules to the Above Determinations. For performance below the level described in the threshold, the applicable multiplier shall be 0%. For performance above the level described in the target in the case of the One Year Performance Determination and the Two Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the target. For performance above the level described in the maximum in the case of the Three Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the maximum. Linear interpolation will be used to determine the applicable multiplier

for all intermediary points. The Performance Stock Units remain subject to all other provisions (including, without limitation, any applicable adjustment, vesting and settlement provisions) of this Agreement and the Plan.

The One Year Performance Period, Two Year Performance Period, and Three Year Performance Period are generally referred to herein as the "Performance Periods".

* Corporate EBITDA generally refers to Adjusted Corporate EBITDA as disclosed by the Company with respect to the car rental business of the Company, it being understood and agreed that the car rental business of the Company consists of the U.S. Car Rental, International Car Rental and All Other Operations segments of the Company; provided, however, for these purposes, that the determination of the Corporate EBITDA shall exclude the financial effects (including related revenue streams) from the Company's development activities from new business ventures originating after January 1, 2016 from businesses that are not core to the Company's traditional rental car business.

Adjustments. Notwithstanding the foregoing, in the event of (i) material acquisitions or dispositions during any Performance Period or (ii) currency fluctuations affecting U.S. dollar denominated Adjusted Corporate EBITDA by 5% or more from January 1, 2016 through the end of the applicable Performance Period, the performance incentive threshold, target and maximum criteria, if and as applicable, and/or the determination of Corporate EBITDA, shall be adjusted in an equitable and proportionate manner as determined by the Committee and in accordance with any applicable provisions of the Plan; provided, further, in the event of any other extraordinary transactions and items during any Performance Period, such criteria and/or the Corporate EBITDA determination may be adjusted by the Committee in accordance with any applicable provisions of the Plan.

PERFORMANCE STOCK UNIT AGREEMENT

THIS PERFORMANCE STOCK UNIT AGREEMENT (the "Agreement") is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the "Company"), and the Participant (defined hereafter) pursuant to the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the "Plan"), in combination with a 2016 Long Term Incentive Award Summary (or applicable portion thereof) (the "Award Summary"). The Award Summary, which identifies the person to whom the performance stock units are granted (the "Participant") and specifies the date of grant of this Award (the "Grant Date") and other details of this Award under the Plan, and the electronic acceptance of this Agreement, are incorporated herein by reference.

1. Grant and Acceptance of Performance Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the target number of performance stock units (the "Performance Stock Units") set forth on the Award Summary (the "Grant Target Number") and which shall be subject to the terms and conditions of the Plan and this Agreement, including the adjustments as provided in this Agreement (including, without limitation, Section 2(c)(ii)). The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Performance Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. If there is any inconsistency between the terms hereof and the terms of the Award Summary, the terms of this Agreement shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Performance Stock Units.

(a) Generally. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Performance Stock Units shall lapse, if at all, as to the target number of Performance Stock Units subject to this Agreement (as specified on the Award Summary and as may have been modified by this Agreement (including, without limitation, Section 2(c)(ii))) multiplied by the Final Target Adjustment Percentage (as defined in Exhibit A), as of the later of the Certification Date (as defined in Section 3(a)) and the third anniversary of the Grant Date (the "Vesting Date"), subject to (X) the continued employment of the Participant by the Company or any Subsidiary thereof through the third anniversary of the Grant Date (except as otherwise provided under Section (2)(c)(ii)), (Y) the achievement of the performance criteria established by the Committee pursuant to the Plan for the Performance Stock Units for the applicable Performance Periods (as defined in Exhibit A) and set forth at the end of this Agreement (the "Performance Criteria") and (Z) the Committee's certification of the

achievement of the Performance Criteria and Final Target Adjustment Percentage in accordance with Section 3(a).

Performance Stock Units that cease to be subject to the Restriction Period in accordance with the prior paragraph shall be settled as provided in Section 3. To the extent the Restriction Period of any Performance Stock Units subject to this Agreement does not lapse as of the Vesting Date as provided above, such Performance Stock Units shall immediately be forfeited and canceled.

(b) Forfeiture Due to Performance Criteria Non-Achievement. If the Committee certifies on the Certification Date that the Performance Criteria have not been achieved and/or the Final Target Adjustment Percentage is 0%, all Performance Stock Units subject to this Agreement shall immediately be forfeited and canceled.

(c) Termination of Employment.

(i) Death or Disability. If the Participant's employment is terminated due to death or Disability prior to the third anniversary of the Grant Date, the Restriction Period shall lapse immediately upon such termination with respect to a portion of the Performance Stock Units equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such Performance Stock Units shall be settled as provided in Section 3. Any Performance Stock Units still subject to restriction after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(ii) Retirement. If the Participant's employment is terminated due to Retirement prior to the third anniversary of the Grant Date, then a portion of the Performance Stock Units subject to this Agreement shall be retained, with such portion being retained equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such portion retained shall be the target number of Performance Stock Units under this Agreement thereafter, and the remaining portion of Performance Stock Units shall be forfeited as of the date of the Participant's termination. The retained portion of Performance Stock Units shall remain subject to the other terms of this Agreement (including, without limitation, the provisions of Sections 2(a) and 2(b)); provided, however, such Participant shall be deemed to meet the requirements of clause (X) of Section 2(a).

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability prior to the third anniversary of the Grant Date, and subject to Section 2(c)(ii), any outstanding Performance Stock Units shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(d) Change in Control.

(i) Subject to Section 2(d)(ii), in the event of a Change in Control, the Restriction Period applicable to any outstanding Performance Stock Units subject to this Agreement shall lapse immediately prior to such Change in Control and shall be settled as set forth in Section 3.

(ii) Notwithstanding Section 2(d)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Performance Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Performance Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

3. Certification and Settlement of Performance Stock Units.

(a) Certification. As soon as administratively feasible in the calendar year after the end of the Three Year Performance Period (as defined in Exhibit A), the Committee shall certify, in writing, whether or not, and to what extent, the Performance Criteria have been achieved and the Final Target Adjustment Percentage. The date on which the Committee makes such certification is referred to herein as the "Certification Date".

(b) Settlement. Subject to the following sentence, not later than the 30th day following the date on which the lapse of the Restriction Period occurs with respect to any Performance Stock Units, the Company shall issue to the Participant one share of Common Stock underlying each Performance Stock Unit as to which the Restriction Period has lapsed. Notwithstanding the preceding sentence, if the Restriction Period applicable to any Performance Stock Units which constitutes "deferred compensation" subject to Section 409A of the Code lapses as a result of a Change in Control that does not qualify as a "change in the ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Performance Stock Units until the 30th day following the earlier of (i) the Participant's termination of employment and (ii) the originally scheduled Vesting Date of such Performance Stock Units. For the avoidance of doubt, the preceding two sentences are subject to Section 8(g) of this Agreement and Section 11.9 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant's settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, the Participant engages in Wrongful Conduct, then any Performance Stock Units for which the Restriction Period has not then lapsed shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct or if the Participant's employment is terminated for Cause, the Participant shall pay to the Company in cash any

Performance-Based Financial Gain the Participant realized from the lapse of the Restriction Period applicable to all or a portion of the Performance Stock Units having a Vesting Date within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 4. The Participant's obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

5. Effect of Financial Restatements. If the Company restates any of its financial statements, then the Committee may require any or all of the following:

(a) that the Participant forfeit (or pay to the Company) some or all of the cash or the shares of Common Stock held by the Participant at the time of such restatement that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such cash or shares would not have been paid had the applicable financial results been reported accurately, and

(b) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such shares would not have been paid had the applicable financial results been reported accurately.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by Sections 5(a) and (b), such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

6. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Performance Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Performance Stock Units shall be registered in the Participant's name, or, if applicable, in the names of the Participant's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If

delivered in certificated form, the Company may deliver a share certificate to the Participant or to the Participant's designated broker on the Participant's behalf. If the Participant is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Participant's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) To the extent permitted by Section 409A of the Code, the grant of the Performance Stock Units and issuance of shares of Common Stock upon settlement of the Performance Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Performance Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Performance Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Performance Stock Units.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

7. Participant's Rights with Respect to the Performance Stock Units.

(a) Restrictions on Transferability. The Performance Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant. Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this

Agreement, including this Section 7(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Performance Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

8. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Performance Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding: Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Performance Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such Performance Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Performance Stock Units) to satisfy, in whole or in part, the amount required to be withheld (provided that such amount shall not be in excess of the minimum amount required to satisfy the statutory withholding tax obligations).

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Performance Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Performance Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Performance Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

(m) Company Rights. The existence of the Performance Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Exhibit A – Performance Criteria

One Year Performance Period:	January 1, 2016 through December 31, 2016
One Year Performance Criteria:	2016 Donlen EBITDA*
Two Year Performance Period:	January 1, 2016 through December 31, 2017
Two Year Performance Criteria:	2016 & 2017 Donlen EBITDA*
Three Year Performance Period:	January 1, 2016 through December 31, 2018
Three Year Performance Criteria:	2016, 2017 & 2018 Donlen EBITDA*

One Year Performance Determination. Based on the One Year Performance Period and One Year Performance Criteria, the “One Year Adjustment Percentage” shall equal 25% multiplied by the One Year Multiplier below:

	<u>Description (\$MM)</u>	<u>One Year Multiplier</u>
Threshold		50%
Target		100%

Two Year Performance Determination. Based on the Two Year Performance Period and Two Year Performance Criteria, the “Two Year Adjustment Percentage” shall equal 50% multiplied by the Two Year Multiplier below (provided, however, that the Two Year Adjustment Percentage shall in no event be lower than the One Year Adjustment Percentage):

	<u>Description (\$MM)</u>	<u>Two Year Multiplier</u>
Threshold		50%
Target		100%

Three Year Performance Determination. Based on the Three Year Performance Period and Three Year Performance Criteria, the “Final Target Adjustment Percentage” shall equal the Three Year Multiplier below (provided, however, that the Final Target Adjustment Percentage shall in no event be lower than the Two Year Adjustment Percentage; provided, further, that the Committee may, at the time of certification, reduce the Final Target Adjustment Percentage to such percentage as the Committee may determine in its sole discretion):

	<u>Description (\$MM)</u>	<u>Three Year Multiplier</u>
Threshold		50%
Target		100%
Maximum		150%

General Rules to the Above Determinations. For performance below the level described in the threshold, the applicable multiplier shall be 0%. For performance above the level described in the target in the case of the One Year Performance Determination and the Two Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the target. For performance above the level described in the maximum in the case of the Three Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the maximum. Linear interpolation will be used to determine the applicable multiplier

for all intermediary points. The Performance Stock Units remain subject to all other provisions (including, without limitation, any applicable adjustment, vesting and settlement provisions) of this Agreement and the Plan.

The One Year Performance Period, Two Year Performance Period, and Three Year Performance Period are generally referred to herein as the "Performance Periods".

* Donlen EBITDA generally refers to Adjusted Corporate EBITDA as disclosed by the Company with respect to the fleet leasing and fleet management service business of Donlen Corporation, a consolidated subsidiary of the Company, it being understood and agreed that such fleet leasing and fleet management service business consists of the All Other Operations segment of the Company.

Adjustments. Notwithstanding the foregoing, in the event of (i) material acquisitions or dispositions during any Performance Period or (ii) currency fluctuations affecting U.S. dollar denominated Adjusted Corporate EBITDA by 5% or more from January 1, 2016 through the end of the applicable Performance Period, the performance incentive threshold, target and maximum criteria, if and as applicable, and/or the determination of Donlen EBITDA, shall be adjusted in an equitable and proportionate manner as determined by the Committee and in accordance with any applicable provisions of the Plan; provided, further, in the event of any other extraordinary transactions and items during any Performance Period, such criteria and/or the Donlen EBITDA determination may be adjusted by the Committee in accordance with any applicable provisions of the Plan.

PERFORMANCE STOCK UNIT AGREEMENT

THIS PERFORMANCE STOCK UNIT AGREEMENT (the "Agreement") is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the "Company"), and the Participant (defined hereafter) pursuant to the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the "Plan"), in combination with a 2016 Long Term Incentive Award Summary (or applicable portion thereof) (the "Award Summary"). The Award Summary, which identifies the person to whom the performance stock units are granted (the "Participant") and specifies the date of grant of this Award (the "Grant Date") and other details of this Award under the Plan, and the electronic acceptance of this Agreement, are incorporated herein by reference.

1. Grant and Acceptance of Performance Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the target number of performance stock units (the "Performance Stock Units") set forth on the Award Summary (the "Grant Target Number") and which shall be subject to the terms and conditions of the Plan and this Agreement, including the adjustments as provided in this Agreement (including, without limitation, Section 2(c)(ii)). The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Performance Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. If there is any inconsistency between the terms hereof and the terms of the Award Summary, the terms of this Agreement shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Performance Stock Units.

(a) Generally. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Performance Stock Units shall lapse, if at all, as to the target number of Performance Stock Units subject to this Agreement (as specified on the Award Summary and as may have been modified by this Agreement (including, without limitation, Section 2(c)(ii))) multiplied by the Final Target Adjustment Percentage (as defined in the applicable Exhibit), as of the later of the Certification Date (as defined in Section 3(a)) and the third anniversary of the Grant Date (the "Vesting Date"), subject to (X) the continued employment of the Participant by the Company or any Subsidiary thereof through the third anniversary of the Grant Date (except as otherwise provided under Section (2)(c)(ii)), (Y) the achievement of the performance criteria established by the Committee pursuant to the Plan for the Performance Stock Units for the applicable Performance Periods (as defined in the applicable Exhibit) and set forth at the end of this Agreement (the "Performance Criteria") and (Z) the Committee's certification of the

achievement of the Performance Criteria and Final Target Adjustment Percentage in accordance with Section 3(a).

Performance Stock Units that cease to be subject to the Restriction Period in accordance with the prior paragraph shall be settled as provided in Section 3. To the extent the Restriction Period of any Performance Stock Units subject to this Agreement does not lapse as of the Vesting Date as provided above, such Performance Stock Units shall immediately be forfeited and canceled.

(b) Forfeiture Due to Performance Criteria Non-Achievement. If the Committee certifies on the Certification Date that the Performance Criteria have not been achieved and/or the Final Target Adjustment Percentage is 0%, all Performance Stock Units subject to this Agreement shall immediately be forfeited and canceled.

(c) Termination of Employment.

(i) Death or Disability. If the Participant's employment is terminated due to death or Disability prior to the third anniversary of the Grant Date, the Restriction Period shall lapse immediately upon such termination with respect to a portion of the Performance Stock Units equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such Performance Stock Units shall be settled as provided in Section 3. Any Performance Stock Units still subject to restriction after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(ii) Retirement. If the Participant's employment is terminated due to Retirement prior to the third anniversary of the Grant Date, then a portion of the Performance Stock Units subject to this Agreement shall be retained, with such portion being retained equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such portion retained shall be the target number of Performance Stock Units under this Agreement thereafter, and the remaining portion of Performance Stock Units shall be forfeited as of the date of the Participant's termination. The retained portion of Performance Stock Units shall remain subject to the other terms of this Agreement (including, without limitation, the provisions of Sections 2(a) and 2(b)); provided, however, such Participant shall be deemed to meet the requirements of clause (X) of Section 2(a).

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability prior to the third anniversary of the Grant Date, and subject to Section 2(c)(ii), any outstanding Performance Stock Units shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(d) Change in Control.

(i) Subject to Section 2(d)(ii), in the event of a Change in Control, the Restriction Period applicable to any outstanding Performance Stock Units subject to this Agreement shall lapse immediately prior to such Change in Control and shall be settled as set forth in Section 3.

(ii) Notwithstanding Section 2(d)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Performance Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Performance Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

3. Certification and Settlement of Performance Stock Units.

(a) Certification. As soon as administratively feasible in the calendar year after the end of the Three Year Performance Period (as defined in the applicable Exhibit), the Committee shall certify, in writing, whether or not, and to what extent, the Performance Criteria have been achieved and the Final Target Adjustment Percentage. The date on which the Committee makes such certification is referred to herein as the "Certification Date".

(b) Settlement. Subject to the following sentence, not later than the 30th day following the date on which the lapse of the Restriction Period occurs with respect to any Performance Stock Units, the Company shall issue to the Participant one share of Common Stock underlying each Performance Stock Unit as to which the Restriction Period has lapsed. Notwithstanding the preceding sentence, if the Restriction Period applicable to any Performance Stock Units which constitutes "deferred compensation" subject to Section 409A of the Code lapses as a result of a Change in Control that does not qualify as a "change in the ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Performance Stock Units until the 30th day following the earlier of (i) the Participant's termination of employment and (ii) the originally scheduled Vesting Date of such Performance Stock Units. For the avoidance of doubt, the preceding two sentences are subject to Section 8(g) of this Agreement and Section 11.9 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant's settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, the Participant engages in Wrongful Conduct, then any Performance Stock Units for which the Restriction Period has not then lapsed shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct or if the Participant's employment is terminated for Cause, the Participant shall pay to the Company in cash any

Performance-Based Financial Gain the Participant realized from the lapse of the Restriction Period applicable to all or a portion of the Performance Stock Units having a Vesting Date within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 4. The Participant's obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

5. Effect of Financial Restatements. If the Company restates any of its financial statements, then the Committee may require any or all of the following:

(a) that the Participant forfeit (or pay to the Company) some or all of the cash or the shares of Common Stock held by the Participant at the time of such restatement that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such cash or shares would not have been paid had the applicable financial results been reported accurately, and

(b) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such shares would not have been paid had the applicable financial results been reported accurately.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by Sections 5(a) and (b), such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

6. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Performance Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Performance Stock Units shall be registered in the Participant's name, or, if applicable, in the names of the Participant's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If

delivered in certificated form, the Company may deliver a share certificate to the Participant or to the Participant's designated broker on the Participant's behalf. If the Participant is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Participant's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) To the extent permitted by Section 409A of the Code, the grant of the Performance Stock Units and issuance of shares of Common Stock upon settlement of the Performance Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Performance Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Performance Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Performance Stock Units.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

7. Participant's Rights with Respect to the Performance Stock Units.

(a) Restrictions on Transferability. The Performance Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant. Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this

Agreement, including this Section 7(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Performance Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

8. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Performance Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding: Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Performance Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such Performance Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Performance Stock Units) to satisfy, in whole or in part, the amount required to be withheld (provided that such amount shall not be in excess of the minimum amount required to satisfy the statutory withholding tax obligations).

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Performance Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Performance Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Performance Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

(m) Company Rights. The existence of the Performance Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Exhibit A – Primary Performance Criteria

One Year Performance Period:	January 1, 2016 through December 31, 2016
One Year Performance Criteria:	2016 Hertz EBITDA Margin* versus 2016 Avis EBITDA Margin**
Two Year Performance Period:	January 1, 2016 through December 31, 2017
Two Year Performance Criteria:	Average of 2016 & 2017 Hertz EBITDA Margin* versus average of 2016 & 2017 Avis EBITDA Margin**
Three Year Performance Period:	January 1, 2016 through December 31, 2018
Three Year Performance Criteria:	Average of 2016, 2017 & 2018 Hertz EBITDA Margin* versus average of 2016, 2017 & 2018 Avis EBITDA Margin**

One Year Performance Determination. Based on the One Year Performance Period and One Year Performance Criteria, the “One Year Adjustment Percentage” shall equal 25% multiplied by the One Year Multiplier below:

	<u>Description</u>	<u>One Year Multiplier</u>
Threshold		50%
Target		100%

Two Year Performance Determination. Based on the Two Year Performance Period and Two Year Performance Criteria, the “Two Year Adjustment Percentage” shall equal 50% multiplied by the Two Year Multiplier below (provided, however, that the Two Year Adjustment Percentage shall in no event be lower than the One Year Adjustment Percentage):

	<u>Description</u>	<u>Two Year Multiplier</u>
Threshold		50%
Target		100%

Three Year Performance Determination. Based on the Three Year Performance Period and Three Year Performance Criteria, the “Final Target Adjustment Percentage” shall equal the Three Year Multiplier below (provided, however, that the Final Target Adjustment Percentage shall in no event be lower than the Two Year Adjustment Percentage; provided, further, that the Committee may, at the time of certification, reduce the Final Target Adjustment Percentage to such percentage as the Committee may determine in its sole discretion):

	<u>Description</u>	<u>Three Year Multiplier</u>
Threshold		50%
Target		100%
Maximum		150%

General Rules to the Above Determinations. For performance below the level described in the threshold, the applicable multiplier shall be 0%. For performance above the level described in

the target in the case of the One Year Performance Determination and the Two Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the target. For performance above the level described in the maximum in the case of the Three Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the maximum. Linear interpolation will be used to determine the applicable multiplier for all intermediary points. The Performance Stock Units remain subject to all other provisions (including, without limitation, any applicable adjustment, vesting and settlement provisions) of this Agreement and the Plan.

For purposes of this Exhibit A, the One Year Performance Period, Two Year Performance Period, and Three Year Performance Period are generally referred to herein as the "Performance Periods".

* Hertz EBITDA Margin generally refers to the ratio of Adjusted Corporate EBITDA to total revenues, each as disclosed by the Company with respect to the car rental business of the Company, it being understood and agreed that the car rental business of the Company consists of the U.S. Car Rental, International Car Rental and All Other Operations segments of the Company.

** Avis EBITDA Margin generally refers to the ratio of Adjusted EBITDA to total revenues, each as disclosed by Avis Budget Group Inc. ("Avis") and calculated using the methodology utilized by Avis in its most recent public disclosure prior to the date of this Agreement.

Adjustments. Notwithstanding the foregoing, and subject to applicable information necessary for any adjustment with respect to Avis being publicly available, in the event of material acquisitions or dispositions occurring with respect to either the Company or Avis during any Performance Period, the performance incentive threshold, target and maximum criteria, if and as applicable, and/or the determination of the applicable Performance Criteria, shall be adjusted in an equitable and proportionate manner as determined by the Committee and in accordance with any applicable provisions of the Plan; provided, further, in the event of any other extraordinary transactions and items with respect to either the Company or Avis during any Performance Period, such performance incentive threshold, target and maximum criteria and/or Performance Criteria determination may be adjusted by the Committee in accordance with any applicable provisions of the Plan. The determination of whether Avis has any material acquisitions or dispositions shall be done under the same methodology utilized for determining whether the Company has any material acquisitions or dispositions, subject to the applicable information with respect to Avis being publicly available.

Use of Alternative Performance Criteria. Notwithstanding the foregoing, in the event (i) Avis ceases to file, or fails to file on a timely basis, reports under the Securities Exchange Act of 1934, (ii) Avis experiences a change in control as defined under its equity plan, or (iii) Avis' revenues from its rental car business cease to be more than 80% of its overall revenues, calculated on a trailing 12-month basis with respect as of the end of each fiscal quarter of Avis, the applicable performance criteria under this Agreement shall be determined under Exhibit B. Such events are referred to as the "Material Avis Business Change Events". Absent a Material Avis Business

Change Event, Exhibit B shall have no effect on this Agreement and the applicable performance criteria under this Agreement shall be determined solely under this Exhibit A.

Exhibit B – Alternative Performance Criteria

This Exhibit B shall only be applicable in the event of a Material Avis Business Change Event.

One Year Performance Period:	January 1, 2016 through December 31, 2016
One Year Performance Criteria:	Hertz EBITDA Margin Improvement* versus Custom Index EBITDA Margin Improvement**
Two Year Performance Period:	January 1, 2016 through December 31, 2017
Two Year Performance Criteria:	Hertz EBITDA Margin Improvement* versus Custom Index EBITDA Margin Improvement**
Three Year Performance Period:	January 1, 2016 through December 31, 2018
Three Year Performance Criteria:	Hertz EBITDA Margin Improvement* versus Custom Index EBITDA Margin Improvement**

One Year Performance Determination. Based on the One Year Performance Period and One Year Performance Criteria, the “One Year Adjustment Percentage” shall equal 25% multiplied by the One Year Multiplier below (provided, however, that the One Year Adjustment Percentage shall be determined as provided under Exhibit A if the Material Avis Business Change Event occurs after the One Year Performance Period and does not affect the One Year Performance Determination under Exhibit A):

	<u>Description</u>	<u>One Year Multiplier</u>
Threshold		50%
Target		100%

Two Year Performance Determination. Based on the Two Year Performance Period and Two Year Performance Criteria, the “Two Year Adjustment Percentage” shall equal 50% multiplied by the Two Year Multiplier below (provided, however, that the Two Year Adjustment Percentage shall in no event be lower than the One Year Adjustment Percentage; provided, further, that the Two Year Adjustment Percentage shall be determined as provided under Exhibit A if the Material Avis Business Change Event occurs after the Two Year Performance Period and does not affect the Two Year Performance Determination under Exhibit A):

	<u>Description</u>	<u>Two Year Multiplier</u>
Threshold		50%
Target		100%

Three Year Performance Determination. Based on the Three Year Performance Period and Three Year Performance Criteria, the “Final Target Adjustment Percentage” shall equal the Three Year Multiplier below (provided, however, that the Final Target Adjustment Percentage shall in no event be lower than the Two Year Adjustment Percentage; provided, further, that the Committee may, at the time of certification, reduce the Final Target Adjustment Percentage to such percentage as the Committee may determine in its sole discretion):

	<u>Description</u>	<u>Three Year Multiplier</u>
Threshold		50%
Target		100%
Maximum		150%

General Rules to the Above Determinations. For performance below the level described in the threshold, the applicable multiplier shall be 0%. For performance above the level described in the target in the case of the One Year Performance Determination and the Two Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the target. For performance above the level described in the maximum in the case of the Three Year Performance Determination, the applicable multiplier remains the same as provided above with respect to the maximum. Linear interpolation will be used to determine the applicable multiplier for all intermediary points. The Performance Stock Units remain subject to all other provisions (including, without limitation, any applicable adjustment, vesting and settlement provisions) of this Agreement and the Plan.

For purposes of this Exhibit B, the One Year Performance Period, Two Year Performance Period, and Three Year Performance Period are generally referred to herein as the “Performance Periods”.

* Hertz EBITDA Margin Improvement generally refers to (i) the Hertz EBITDA Margin Average for the Performance Period, less (ii) the Hertz EBITDA Margin for the period from January 1, 2015 through December 31, 2015.

For these purposes:

- the Hertz EBITDA Margin Average refers to (x) the sum of the Hertz EBITDA Margins for each year in the Performance Period divided by (y) the number of years in the Performance Period; and
- Hertz EBITDA Margin has the same meaning as provided in Exhibit A.

** Custom Index EBITDA Margin Improvement generally refers to (i) the Custom Index EBITDA Margin Average for the Performance Period, less (ii) the Base Custom Index EBITDA Margin Average.

For these purposes:

- the Custom Index EBITDA Margin Average refers to (x) the sum of the Custom Index Company EBITDA Margins for each year in the Performance Period divided by (y) the number of years in the Performance Period, and further divided by (z) the number of Custom Index Companies;

- the Base Custom Index EBITDA Margin Average refers to (x) the sum of the Custom Index Company EBITDA Margins for the period from January 1, 2015 through December 31, 2015 divided by (y) the number of Custom Index Companies;
- the Custom Index Company EBITDA Margin generally refers, for each Custom Index Company, the ratio of Adjusted Corporate EBITDA (or such equivalent term used by the Custom Index Company) to total revenues, calculated using the methodology utilized by such Custom Index Company in its most recent public disclosure prior to the date of this Agreement; and
- Custom Index Companies includes the following companies:
 - United Continental Holdings, Inc.
 - Delta Air Lines, Inc.
 - American Airlines Group Inc.
 - Southwest Airlines Co.
 - Marriott International, Inc.
 - Hilton Worldwide Holdings Inc.

Adjustments. Notwithstanding the foregoing, and subject to applicable information necessary for any adjustment with respect to a Custom Index Company being publicly available, in the event of material acquisitions or dispositions occurring with respect to either the Company or a Custom Index Company during any Performance Period, the performance incentive threshold, target and maximum criteria, if and as applicable, and/or the determination of the applicable Performance Criteria, shall be adjusted in an equitable and proportionate manner as determined by the Committee and in accordance with any applicable provisions of the Plan; provided, further, in the event of any other extraordinary transactions and items with respect to either the Company or a Custom Index Company during any Performance Period, such performance incentive threshold, target and maximum criteria and/or Performance Criteria determination may be adjusted by the Committee in accordance with any applicable provisions of the Plan. The determination of whether a Custom Index Company has any material acquisitions or dispositions shall be done under the same methodology utilized for determining whether the Company has any material acquisitions or dispositions, subject to the applicable information with respect to a Custom Index Company being publicly available.

PERFORMANCE STOCK UNIT AGREEMENT

THIS PERFORMANCE STOCK UNIT AGREEMENT (the "Agreement") is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the "Company"), and the Participant (defined hereafter) pursuant to the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the "Plan"), in combination with a 2016 Long Term Incentive Award Summary (or applicable portion thereof) (the "Award Summary"). The Award Summary, which identifies the person to whom the performance stock units are granted (the "Participant") and specifies the date of grant of this Award (the "Grant Date") and other details of this Award under the Plan, and the electronic acceptance of this Agreement, are incorporated herein by reference.

1. Grant and Acceptance of Performance Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the target number of performance stock units (the "Performance Stock Units") set forth on the Award Summary (the "Grant Target Number") and which shall be subject to the terms and conditions of the Plan and this Agreement, including the adjustments as provided in this Agreement (including, without limitation, Section 2(c)(ii)). The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Performance Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. If there is any inconsistency between the terms hereof and the terms of the Award Summary, the terms of this Agreement shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Performance Stock Units.

(a) Generally. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Performance Stock Units shall lapse, if at all, as to the target number of Performance Stock Units subject to this Agreement (as specified on the Award Summary and as may have been modified by this Agreement (including, without limitation, Section 2(c)(ii))) multiplied by the Final Target Adjustment Percentage (as defined in Exhibit A), as of the later of the Certification Date (as defined in Section 3(a)) and the third anniversary of the Grant Date (the "Vesting Date"), subject to (X) the continued employment of the Participant by the Company or any Subsidiary thereof through the third anniversary of the Grant Date (except as otherwise provided under Section (2)(c)(ii)), (Y) the achievement of the performance criteria established by the Committee pursuant to the Plan for the Performance Stock Units for the applicable Performance Periods (as defined in Exhibit A) and set forth at the end of this Agreement (the "Performance Criteria") and (Z) the Committee's certification of the

achievement of the Performance Criteria and Final Target Adjustment Percentage in accordance with Section 3(a).

Performance Stock Units that cease to be subject to the Restriction Period in accordance with the prior paragraph shall be settled as provided in Section 3. To the extent the Restriction Period of any Performance Stock Units subject to this Agreement does not lapse as of the Vesting Date as provided above, such Performance Stock Units shall immediately be forfeited and canceled.

(b) Forfeiture Due to Performance Criteria Non-Achievement. If the Committee certifies on the Certification Date that the Performance Criteria have not been achieved and/or the Final Target Adjustment Percentage is 0%, all Performance Stock Units subject to this Agreement shall immediately be forfeited and canceled.

(c) Termination of Employment.

(i) Death or Disability. If the Participant's employment is terminated due to death or Disability prior to the third anniversary of the Grant Date, the Restriction Period shall lapse immediately upon such termination with respect to a portion of the Performance Stock Units equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such Performance Stock Units shall be settled as provided in Section 3. Any Performance Stock Units still subject to restriction after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(ii) Retirement. If the Participant's employment is terminated due to Retirement prior to the third anniversary of the Grant Date, then a portion of the Performance Stock Units subject to this Agreement shall be retained, with such portion being retained equal to the Grant Target Number multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such portion retained shall be the target number of Performance Stock Units under this Agreement thereafter, and the remaining portion of Performance Stock Units shall be forfeited as of the date of the Participant's termination. The retained portion of Performance Stock Units shall remain subject to the other terms of this Agreement (including, without limitation, the provisions of Sections 2(a) and 2(b)); provided, however, such Participant shall be deemed to meet the requirements of clause (X) of Section 2(a).

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability prior to the third anniversary of the Grant Date, and subject to Section 2(c)(ii), any outstanding Performance Stock Units shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(d) Change in Control.

(i) Subject to Section 2(d)(ii), in the event of a Change in Control, the Restriction Period applicable to any outstanding Performance Stock Units subject to this Agreement shall lapse immediately prior to such Change in Control and shall be settled as set forth in Section 3.

(ii) Notwithstanding Section 2(d)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Performance Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Performance Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

3. Certification and Settlement of Performance Stock Units.

(a) Certification. As soon as administratively feasible in the calendar year after the end of the Third Year NPS Performance Period (as defined in Exhibit A), the Committee shall certify, in writing, whether or not, and to what extent, the Performance Criteria have been achieved and the Final Target Adjustment Percentage. The date on which the Committee makes such certification is referred to herein as the "Certification Date".

(b) Settlement. Subject to the following sentence, not later than the 30th day following the date on which the lapse of the Restriction Period occurs with respect to any Performance Stock Units, the Company shall issue to the Participant one share of Common Stock underlying each Performance Stock Unit as to which the Restriction Period has lapsed. Notwithstanding the preceding sentence, if the Restriction Period applicable to any Performance Stock Units which constitutes "deferred compensation" subject to Section 409A of the Code lapses as a result of a Change in Control that does not qualify as a "change in the ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Performance Stock Units until the 30th day following the earlier of (i) the Participant's termination of employment and (ii) the originally scheduled Vesting Date of such Performance Stock Units. For the avoidance of doubt, the preceding two sentences are subject to Section 8(g) of this Agreement and Section 11.9 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant's settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, the Participant engages in Wrongful Conduct, then any Performance Stock Units for which the Restriction Period has not then lapsed shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct or if the Participant's employment is terminated for Cause, the Participant shall pay to the Company in cash any

Performance-Based Financial Gain the Participant realized from the lapse of the Restriction Period applicable to all or a portion of the Performance Stock Units having a Vesting Date within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 4. The Participant's obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

5. Effect of Financial Restatements. If the Company restates any of its financial statements, then the Committee may require any or all of the following:

(a) that the Participant forfeit (or pay to the Company) some or all of the cash or the shares of Common Stock held by the Participant at the time of such restatement that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such cash or shares would not have been paid had the applicable financial results been reported accurately, and

(b) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Performance Stock Units subject to this Agreement to the extent that such shares would not have been paid had the applicable financial results been reported accurately.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by Sections 5(a) and (b), such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

6. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Performance Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Performance Stock Units shall be registered in the Participant's name, or, if applicable, in the names of the Participant's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If

delivered in certificated form, the Company may deliver a share certificate to the Participant or to the Participant's designated broker on the Participant's behalf. If the Participant is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Participant's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) To the extent permitted by Section 409A of the Code, the grant of the Performance Stock Units and issuance of shares of Common Stock upon settlement of the Performance Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Performance Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Performance Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Performance Stock Units.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

7. Participant's Rights with Respect to the Performance Stock Units.

(a) Restrictions on Transferability. The Performance Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant. Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this

Agreement, including this Section 7(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Performance Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

8. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Performance Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding; Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Performance Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such Performance Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Performance Stock Units) to satisfy, in whole or in part, the amount required to be withheld (provided that such amount shall not be in excess of the minimum amount required to satisfy the statutory withholding tax obligations).

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Performance Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Performance Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Performance Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

(m) Company Rights. The existence of the Performance Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Exhibit A – Performance Criteria

One Year EBITDA Performance Period:	January 1, 2016 through December 31, 2016
One Year EBITDA Performance Criteria:	2016 Corporate EBITDA*
First Year NPS Performance Period:	January 1, 2016 through December 31, 2016
First Year NPS Performance Criteria:	2016 Hertz Elite Customer NPS** versus 2015 Hertz Elite Customer NPS**

Two Year EBITDA Performance Period:	January 1, 2016 through December 31, 2017
Two Year EBITDA Performance Criteria:	2016 & 2017 Corporate EBITDA*
Second Year NPS Performance Period:	January 1, 2017 through December 31, 2017
Second Year NPS Performance Criteria:	2017 Hertz Elite Customer NPS** versus 2015 Hertz Elite Customer NPS**

Three Year EBITDA Performance Period:	January 1, 2016 through December 31, 2018
Three Year EBITDA Performance Criteria:	2016, 2017 & 2018 Corporate EBITDA*
Third Year NPS Performance Period:	January 1, 2018 through December 31, 2018
Third Year NPS Performance Criteria:	2018 Hertz Elite Customer NPS** versus 2015 Hertz Elite Customer NPS**

<u>First Year Adjustment Percentage Determination.</u>	
<i>EBITDA Determination.</i> To the extent the One Year EBITDA Performance Criteria equals or exceeds the EBITDA Threshold below for the One Year EBITDA Performance Period, the “First Year Adjustment Percentage” shall be determined as in the following paragraph regarding NPS Determination. To the extent the One Year EBITDA Performance Criteria is less than the EBITDA Threshold below for the One Year EBITDA Performance Period, the “First Year Adjustment Percentage” shall equal 0%, and the following paragraph regarding NPS Determination shall otherwise have no applicability.	
<u>Description (\$MM)</u>	
EBITDA Threshold	
<i>NPS Determination (if applicable).</i> Based on the First Year NPS Performance Period and First Year NPS Performance Criteria, and subject to the prior paragraph, the “First Year Adjustment Percentage” shall equal 25% multiplied by the First Year Multiplier below:	
<u>Description</u>	<u>First Year Multiplier</u>
NPS Threshold	50%
NPS Target	100%

<u>Second Year Adjustment Percentage Determination.</u>

EBITDA Determination. To the extent the Two Year EBITDA Performance Criteria equals or exceeds the EBITDA Threshold below for the Two Year EBITDA Performance Period, the “Second Year Adjustment Percentage” shall be determined as in the following paragraph regarding NPS Determination. To the extent the Two Year EBITDA Performance Criteria is less than the EBITDA Threshold below for the Two Year EBITDA Performance Period, the “Second Year Adjustment Percentage” shall equal the First Year Adjustment Percentage, and the following paragraph regarding NPS Determination shall otherwise have no applicability.

Description (\$MM)

EBITDA Threshold

NPS Determination (if applicable). Based on the Second Year NPS Performance Period and Second Year NPS Performance Criteria, and subject to the prior paragraph, the “Second Year Adjustment Percentage” shall equal 50% multiplied by the Second Year Multiplier below (provided, however, that the Second Year Adjustment Percentage shall in no event be lower than the First Year Adjustment Percentage):

<u>Description</u>	<u>Second Year Multiplier</u>
Threshold	50%
Target	100%

Final Adjustment Percentage Determination.

EBITDA Determination. To the extent the Three Year EBITDA Performance Criteria equals or exceeds the EBITDA Threshold below for the Three Year EBITDA Performance Period, the “Final Target Adjustment Percentage” shall be determined as in the following paragraph regarding NPS Determination. To the extent the Three Year EBITDA Performance Criteria is less than the EBITDA Threshold below for the Three Year EBITDA Performance Period, the “Final Target Adjustment Percentage” shall equal the Second Year Adjustment Percentage (provided, however, that the Committee may, at the time of certification, reduce the Final Target Adjustment Percentage to such percentage as the Committee may determine in its sole discretion), and the following paragraph regarding NPS Determination shall otherwise have no applicability.

Description (\$MM)

EBITDA Threshold

NPS Determination (if applicable). Based on the Third Year NPS Performance Period and Third Year NPS Performance Criteria, and subject to the prior paragraph, the “Final Target Adjustment Percentage” shall equal the Third Year Multiplier below (provided, however, that the Final Target Adjustment Percentage shall in no event be lower than the Second Year Adjustment Percentage; provided, further, that the Committee may, at the time of certification, reduce the Final Target Adjustment Percentage to such percentage as the Committee may determine in its sole discretion):

<u>Description</u>	<u>Third Year Multiplier</u>
Threshold	50%
Target	100%

General Rules to the Above Determinations. For performance below the level described in the threshold for the NPS Determinations, the applicable multiplier shall be 0%. For performance

above the level described in the target for the NPS Determinations, the applicable multiplier remains the same as provided above with respect to the target. Linear interpolation will be used to determine the applicable multiplier for all intermediary points for the NPS Determinations. The Performance Stock Units remain subject to all other provisions (including, without limitation, any applicable adjustment, vesting and settlement provisions) of this Agreement and the Plan.

The One Year EBITDA Performance Period, Two Year EBITDA Performance Period, and Three Year EBITDA Performance Period are generally referred to herein as the "EBITDA Performance Periods". The First Year NPS Performance Period, Second Year NPS Performance Period, and Third Year NPS Performance Period are generally referred to herein as the "NPS Performance Periods".

* Corporate EBITDA generally refers to Adjusted Corporate EBITDA as disclosed by the Company with respect to the car rental business of the Company, it being understood and agreed that the car rental business of the Company consists of the U.S. Car Rental, International Car Rental and All Other Operations segments of the Company; provided, however, for these purposes, that the determination of the Corporate EBITDA shall exclude the financial effects (including related revenue streams) from the Company's development activities from new business ventures originating after January 1, 2016 from businesses that are not core to the Company's traditional rental car business.

Adjustments. Notwithstanding the foregoing, in the event of (i) material acquisitions or dispositions during any EBITDA Performance Period or (ii) currency fluctuations affecting U.S. dollar denominated Adjusted Corporate EBITDA by 5% or more from January 1, 2016 through the end of the applicable EBITDA Performance Period, the performance incentive threshold criteria, if and as applicable, and/or the determination of Corporate EBITDA, shall be adjusted in an equitable and proportionate manner as determined by the Committee and in accordance with any applicable provisions of the Plan; provided, further, in the event of any other extraordinary transactions and items during any EBITDA Performance Period, such criteria and/or the Corporate EBITDA determination may be adjusted by the Committee in accordance with any applicable provisions of the Plan.

** Hertz Elite Customer NPS generally refers to the Elite Customer Net Promoter Score with respect to the car rental business of the Company; provided, however, in the event of material acquisitions or dispositions during any NPS Performance Period, the performance incentive threshold, target and maximum criteria, if and as applicable, and/or the determination of Hertz Elite Customer NPS, shall be adjusted in an equitable and proportionate manner as determined by the Committee and in accordance with any applicable provisions of the Plan; provided, further, in the event of any other extraordinary transactions and items during any NPS Performance Period, such criteria and/or the Hertz Elite Customer NPS determination may be adjusted by the Committee in accordance with any applicable provisions of the Plan. For these purposes, "Elite Customer" shall refer to U.S. Hertz Platinum Members, Five Star Members, and President's Circle Members.

RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the "Company"), and the Participant (defined hereafter) pursuant to the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the "Plan"), in combination with a 2016 Long Term Incentive Award Summary (or applicable portion thereof) (the "Award Summary"). The Award Summary, which identifies the person to whom the restricted stock units are granted (the "Participant") and specifies the date of grant of this Award (the "Grant Date") and other details of this Award under the Plan, and the electronic acceptance of this Agreement, are incorporated herein by reference.

1. Grant and Acceptance of Restricted Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the number of restricted stock units (the "Restricted Stock Units") set forth on the Award Summary and which shall be subject to the terms and conditions of the Plan and this Agreement. The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Restricted Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. If there is any inconsistency between the terms hereof and the terms of the Award Summary, the terms of this Agreement shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Restricted Stock Units.

(a) Generally. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Restricted Stock Units shall lapse, if at all, in equal one-third increments on the first, second and third anniversaries of the Grant Date (each, a "Vesting Date"), subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable Vesting Date.

(b) Termination of Employment.

(i) Death or Disability. If the Participant's employment is terminated due to death or Disability, the Restriction Period shall lapse immediately upon such termination with respect to all Restricted Stock Units subject to the Restriction Period. Such Restricted Stock Units shall be settled as provided in Section 3.

(ii) Retirement. If the Participant's employment is terminated due to Retirement, the Restriction Period shall lapse immediately upon such termination with respect to a portion of the Restricted Stock Units equal to the number of Restricted Stock Units that would have vested on the next following Vesting Date (assuming the Participant's employment had continued through such Vesting Date) multiplied by a fraction, the numerator of which is the number of full months elapsed since the Tranche Beginning Date (as defined below), and the denominator of which is 12. Such Restricted Stock Units shall be settled as provided in Section 3. Any Restricted Stock Units still subject to restriction after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination. The "Tranche Beginning Date" shall be (X) the Grant Date, if the termination of employment occurs prior to the first Vesting Date, or (Y) the most recent prior Vesting Date, if the termination of employment occurs after the first Vesting Date.

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability, and subject to Section 2(b)(ii), any outstanding Restricted Stock Units shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(c) Change in Control.

(i) Subject to Section 2(c)(ii), in the event of a Change in Control, the Restriction Period applicable to any outstanding Restricted Stock Units shall lapse immediately prior to such Change in Control and shall be settled as set forth in Section 3.

(ii) Notwithstanding Section 2(c)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Restricted Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, and subject to Section 8(g) of this Agreement and Section 11.9 of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement. Subject to the following sentence, not later than the 30th day following the date on which the lapse of the Restriction Period occurs with respect to any Restricted Stock Units, the Company shall issue to the Participant one share of Common Stock underlying each Restricted Stock Unit as to which the Restriction Period has lapsed. Notwithstanding the preceding sentence, if the Restriction Period applicable to any Restricted Stock Units which constitutes "deferred compensation" subject to Code Section 409A lapses as a result of a Change in Control that does not qualify as a "change in the ownership or effective

control” of the Company or “in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Restricted Stock Units until the 30th day following the earlier of (i) the Participant’s termination of employment and (ii) the originally scheduled Vesting Date of such Restricted Stock Units. For the avoidance of doubt, the preceding two sentences are subject to Section 8(g) of this Agreement and Section 11.9 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant’s settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, the Participant engages in Wrongful Conduct, then any Restricted Stock Units for which the Restriction Period has not then lapsed shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct or if the Participant’s employment is terminated for Cause, the Participant shall pay to the Company in cash any Restriction-Based Financial Gain the Participant realized from the lapse of the Restriction Period applicable to all or a portion of the Restricted Stock Units with respect to which the Restriction Period lapsed within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant’s breach of this Section 4. The Participant’s obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company’s Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

5. Effect of Financial Restatements. In the event that the Participant commits misconduct, fraud or gross negligence (whether or not such misconduct, fraud or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct, fraud or gross negligence, the Company restates any of its financial statements, then the Committee may require any or all of the following:

- (a) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by the Participant at the time of such restatement,
- (b) that the Participant forfeit (or pay to the Company) some or all of the cash or the shares of Common Stock held by the Participant at the time of such restatement that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of Restricted Stock Units subject to this Agreement, and
- (c) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had

been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Restricted Stock Units subject to this Agreement.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by Sections 5(b) and (c), such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

6. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Restricted Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Restricted Stock Units shall be registered in the Participant's name, or, if applicable, in the names of the Participant's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If delivered in certificated form, the Company may deliver a share certificate to the Participant or to the Participant's designated broker on the Participant's behalf. If the Participant is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Participant's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) To the extent permitted by Section 409A of the Code, the grant of the Restricted Stock Units and issuance of shares of Common Stock upon settlement of the Restricted Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Restricted Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Restricted Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Restricted Stock Units.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

7. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant. Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Restricted Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this Agreement, including this Section 7(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

8. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Restricted Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding: Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Restricted Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such Restricted Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Restricted Stock Units) to satisfy, in whole or in part, the amount required to be withheld (provided that such amount shall not be in excess of the minimum amount required to satisfy the statutory withholding tax obligations).

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company

and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Restricted Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

(m) Company Rights. The existence of the Restricted Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the "Company"), and the Participant (defined hereafter) pursuant to the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the "Plan"), in combination with a 2016 Long Term Incentive Award Summary (or applicable portion thereof) (the "Award Summary"). The Award Summary, which identifies the person to whom the restricted stock units are granted (the "Participant") and specifies the date of grant of this Award (the "Grant Date") and other details of this Award under the Plan, and the electronic acceptance of this Agreement, are incorporated herein by reference.

1. Grant and Acceptance of Restricted Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the number of restricted stock units (the "Restricted Stock Units") set forth on the Award Summary and which shall be subject to the terms and conditions of the Plan and this Agreement. The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Restricted Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. If there is any inconsistency between the terms hereof and the terms of the Award Summary, the terms of this Agreement shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Restricted Stock Units.

(a) Generally. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Restricted Stock Units shall lapse, if at all, on the third anniversary of the Grant Date (the "Vesting Date"), subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the Vesting Date.

(b) Termination of Employment.

(i) Death or Disability. If the Participant's employment is terminated due to death or Disability, the Restriction Period shall lapse immediately upon such termination with respect to all Restricted Stock Units subject to the Restriction Period. Such Restricted Stock Units shall be settled as provided in Section 3.

(ii) Retirement. If the Participant's employment is terminated due to Retirement, the Restriction Period shall lapse immediately upon such termination with

respect to a portion of the Restricted Stock Units equal to the number of Restricted Stock Units that would have vested on the Vesting Date (assuming the Participant's employment had continued through such Vesting Date) multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36. Such Restricted Stock Units shall be settled as provided in Section 3. Any Restricted Stock Units still subject to restriction after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability, and subject to Section 2(b)(ii), any outstanding Restricted Stock Units shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(c) Change in Control.

(i) Subject to Section 2(c)(ii), in the event of a Change in Control, the Restriction Period applicable to any outstanding Restricted Stock Units shall lapse immediately prior to such Change in Control and shall be settled as set forth in Section 3.

(ii) Notwithstanding Section 2(c)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Restricted Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, and subject to Section 8(g) of this Agreement and Section 11.9 of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement. Subject to the following sentence, not later than the 30th day following the date on which the lapse of the Restriction Period occurs with respect to any Restricted Stock Units, the Company shall issue to the Participant one share of Common Stock underlying each Restricted Stock Unit as to which the Restriction Period has lapsed. Notwithstanding the preceding sentence, if the Restriction Period applicable to any Restricted Stock Units which constitutes "deferred compensation" subject to Section 409A of the Code lapses as a result of a Change in Control that does not qualify as a "change in the ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Restricted Stock Units until the 30th day following the earlier of (i) the Participant's termination of employment and (ii) the originally scheduled Vesting Date of such Restricted Stock Units. For the avoidance of doubt, the preceding two sentences are subject to Section 8(g)

of this Agreement and Section 11.9 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant's settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, the Participant engages in Wrongful Conduct, then any Restricted Stock Units for which the Restriction Period has not then lapsed shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct or if the Participant's employment is terminated for Cause, the Participant shall pay to the Company in cash any Restriction-Based Financial Gain the Participant realized from the lapse of the Restriction Period applicable to all or a portion of the Restricted Stock Units with respect to which the Restriction Period lapsed within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 4. The Participant's obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

5. Effect of Financial Restatements. In the event that the Participant commits misconduct, fraud or gross negligence (whether or not such misconduct, fraud or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct, fraud or gross negligence, the Company restates any of its financial statements, then the Committee may require any or all of the following:

- (a) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by the Participant at the time of such restatement,
- (b) that the Participant forfeit (or pay to the Company) some or all of the cash or the shares of Common Stock held by the Participant at the time of such restatement that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of Restricted Stock Units subject to this Agreement, and
- (c) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received within the three-year period prior to the date that the Company is required to prepare a financial restatement in settlement of any Restricted Stock Units subject to this Agreement.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by Sections 5(b) and (c), such three-year period shall be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

6. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Restricted Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Restricted Stock Units shall be registered in the Participant's name, or, if applicable, in the names of the Participant's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If delivered in certificated form, the Company may deliver a share certificate to the Participant or to the Participant's designated broker on the Participant's behalf. If the Participant is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Participant's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) To the extent permitted by Section 409A of the Code, the grant of the Restricted Stock Units and issuance of shares of Common Stock upon settlement of the Restricted Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Restricted Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Restricted Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Restricted Stock Units.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

7. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant. Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Restricted Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this Agreement, including this Section 7(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

8. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its

Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Restricted Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding: Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount

due, an amount (which may include shares of Common Stock) to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Restricted Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such Restricted Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Restricted Stock Units) to satisfy, in whole or in part, the amount required to be withheld (provided that such amount shall not be in excess of the minimum amount required to satisfy the statutory withholding tax obligations).

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Restricted Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

(m) Company Rights. The existence of the Restricted Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

EMPLOYEE STOCK OPTION AGREEMENT

THIS EMPLOYEE STOCK OPTION AGREEMENT (the “Agreement”) is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the “Company”), and the Participant (defined hereafter) pursuant to the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the “Plan”), in combination with a 2016 Long Term Incentive Award Summary (or applicable portion thereof) (the “Award Summary”). The Award Summary, which identifies the person to whom the options are granted (the “Participant”) and specifies the date of grant of this Award (the “Grant Date”) and other details of this Award under the Plan, and the electronic acceptance of this Agreement, are incorporated herein by reference.

1. Grant and Acceptance of Options.

(a) Confirmation of Grant. The Company hereby evidences and confirms, effective as of the Grant Date, its grant to the Participant of options (the “Options”) to purchase the number of shares of Common Stock specified on the Award Summary and which shall be subject to the terms and conditions of the Plan and this Agreement. The Options are not intended to be incentive stock options under the Code. The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Options granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. If there is any inconsistency between the terms hereof and the terms of the Award Summary, the terms of this Agreement shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

(b) Option Price. Each share covered by an Option may be purchased for the price specified on the Award Summary and which shall be subject to the terms and conditions of the Plan and this Agreement (the “Option Price”). The Option Price per share of Common Stock is equal to the Fair Market Value of a share of Common Stock on the Grant Date.

2. Vesting and Exercisability.

(a) Vesting Generally. Except as otherwise provided in Sections 2(b), 3, or 5 of this Agreement, the Options shall become vested on the third anniversary of the Grant Date (the “Vesting Date”), subject to the continuous employment of the Participant with the Company until the Vesting Date.

(b) Discretionary Acceleration. The Committee, in its sole discretion, may accelerate the vesting or exercisability of all or a portion of the Options, at any time and from time to time.

(c) Exercise. Once vested in accordance with the provisions of this Agreement, the Options may be exercised at any time and from time to time prior to the date the Options terminate pursuant to Section 3. The Options may only be exercised with respect to whole shares of Common Stock and must be exercised in accordance with Section 4.

3. Termination of Options.

(a) Normal Termination Date. Unless earlier terminated pursuant to Section 3(b) or Section 5, the Options shall terminate on the seventh anniversary of the Grant Date (the "Normal Termination Date"), if not exercised prior to such date.

(b) Termination of Employment.

(i) Death or Disability. If the Participant's employment with the Company terminates due to death or Disability, all unvested Options held by the Participant shall vest and all the Participant's Options shall remain outstanding until the first to occur of: (A) the first anniversary of the Participant's termination of employment, or, if later, the first anniversary of the expiration of any blackout period in effect that is applicable to the Participant with respect to such Options (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), (B) the Normal Termination Date and (C) the cancellation or termination of the Options pursuant to Sections 5(a) and 5(b), after which any unexercised Options shall immediately terminate.

(ii) Retirement. If the Participant's employment with the Company terminates due to the Participant's Retirement, then:

(A) a portion of the unvested Options shall vest, with such portion vesting equal to the number of unvested Options multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the Grant Date, and the denominator of which is 36;

(B) the unvested Options (after giving effect to the prior clause (A)) held by the Participant on the date of his or her Retirement shall be immediately forfeited and canceled, effective as of the date of the Participant's Retirement; and

(C) vested Options held by the Participant on the date of his or her Retirement shall remain outstanding and exercisable until the first to occur of: (X) the first anniversary of the Participant's Retirement, or, if later, the first anniversary of the expiration of any blackout period in effect that is applicable to the Participant with respect to such Options (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), (Y) the Normal Termination Date and (Z) the cancellation or termination of the Options pursuant to

Sections 5(a) and 5(b), after which any unexercised Options shall immediately terminate.

(iii) Termination for Cause. If the Participant's employment terminates for Cause, all Options, whether vested or unvested, shall be immediately forfeited and canceled, effective as of the date of the Participant's termination.

(iv) Termination for Any Other Reason. If the Participant's employment with the Company terminates for any reason other than death or Disability in accordance with Section 3(b)(i), Cause in accordance with Section 3(b)(iii) or Retirement in accordance with Section 3(b)(ii), any unvested Options held by the Participant shall immediately be forfeited and canceled as of the date of termination.

If the Participant's employment with the Company is terminated by the Company other than for Cause, vested Options shall remain outstanding and exercisable until the first to occur of: (A) the 90th day following the Participant's termination, or, if later, the 90th day following expiration of any blackout period in effect that is applicable to the Participant with respect to such Options (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), (B) the Normal Termination Date and (C) the cancellation or termination of the Options pursuant to Sections 5(a) and 5(b), after which any unexercised Options shall immediately terminate.

If the Participant's employment with the Company is terminated by the Participant other than by reason of death, Disability or Retirement, all vested Options shall remain exercisable until the first to occur of (A) the 30th day following the effective date of the Participant's termination of employment, or, if later, the 30th day following expiration of any blackout period in effect that is applicable to the Participant with respect to such Options (for the avoidance of doubt, including any period during which the Form S-8 on file with respect to the Plan is not effective), (B) the Normal Termination Date and (C) the cancellation or termination of the Options pursuant to Sections 5(a) and 5(b), after which any unexercised Options shall immediately be forfeited and canceled.

4. Manner of Exercise: Forfeiture.

(a) General. The exercise of vested Options by the Participant shall be pursuant to procedures established by the Company from time to time and shall include the Participant specifying the proposed date on which the Participant desires to exercise a vested Option (the "Exercise Date"), the number of whole shares with respect to which the Options are being exercised (the "Exercise Shares") and the aggregate Option Price for such Exercise Shares (the "Exercise Price"), or such other or different requirements as may be specified by the Company. Unless otherwise determined by the Committee, (i) on or before the Exercise Date the Participant shall deliver to the Company full payment for the Exercise Shares in United States dollars in cash, or cash equivalents satisfactory to the Company, in an amount equal to the Exercise Price plus (if applicable) any required withholding taxes or other similar taxes, charges or fees, or, pursuant to a broker-assisted exercise program established by the Company, the Participant may

exercise vested Options by an exercise and sell procedure (cashless exercise) in which the Exercise Price (together with any required withholding taxes or other similar taxes, charges or fees) is deducted from the proceeds of the exercise of an Option and (ii) the Company shall register the issuance of the Exercise Shares on its records (or direct such issuance to be registered by the Company's transfer agent). The Company may require the Participant to furnish or execute such other documents as the Company shall deem necessary (i) to evidence such exercise or (ii) to comply with or satisfy the requirements of the Securities Act of 1933, as amended, applicable state or non-U.S. securities laws or any other law.

(b) Restrictions on Exercise. Notwithstanding any other provision of this Agreement, the Options may not be exercised in whole or in part, (i) unless (A) all requisite approvals and consents of any governmental authority of any kind shall have been secured, (B) the purchase of the Exercise Shares shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the Exercise Shares shall have been registered under such laws, and (C) all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied or (ii) if such exercise would result in a violation of the terms or provisions of or a default or an event of default under, any of the financing or credit agreements of the Company or any Subsidiary. The Company shall use its commercially reasonable efforts to obtain any consents or approvals referred to in clause (i)(A) of the preceding sentence, but shall otherwise have no obligations to take any steps to prevent or remove any impediment to exercise described in such sentence. For the avoidance of doubt, the Options may not be exercised any period during which the Form S-8 on file with respect to the Plan is not effective.

(c) Issuance of Shares. The shares of Common Stock issued upon exercise of the Options shall be registered in the Participant's name, or, if applicable, in the names of the Participant's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If delivered in certificate form, the Company may deliver a share certificate to the Participant or to the Participant's designated broker on the Participant's behalf. If the Participant is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Participant's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(d) Other. The Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (i) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (ii) compliance with any requests for representations; and (iii) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

(e) Wrongful Conduct. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, the Participant engages in Wrongful Conduct, then any unexercised Options, whether vested or unvested, shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct or if the Participant's employment is terminated for Cause, the Participant shall pay to the Company in cash any Option/SAR Financial Gain the Participant realized from exercising all or a portion of the Options within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4(e) to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 4(e). The Participant's obligations under this Section 4(e) shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company's Standards of Business Conduct), or any other agreement with the Company or any Subsidiary.

(f) Financial Restatements. In the event that the Participant commits misconduct, fraud or gross negligence (whether or not such misconduct, fraud or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct, fraud or gross negligence, the Company restates any of its financial statements, then the Committee may require any or all of the following:

(i)

that the Participant forfeit some or all of the Options subject to this Agreement held by the Participant at the time of such restatement;

(ii)

that the Participant forfeit (or pay to the Company) some or all of the shares of Common Stock or cash (net of the aggregate Option Price paid therefore) held by the Participant at the time of such restatement that had been received in respect of the Options that have been exercised during the three-year period prior to the date that the Company is required to prepare a financial restatement; and

(iii)

that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Common Stock that had been received (net of the aggregate Option Price paid therefore) in respect any Options that had been exercised by the Participant within the three-year period prior to date that the Company is required to prepare a the financial restatement.

Notwithstanding the foregoing, in the event that the Committee determines that the rules and regulations implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act require a longer or different clawback time period than the three-year period contemplated by Sections 4(f)(ii) and (iii), such three-year period shall

be deemed extended (but not reduced) to the extent necessary to be consistent with such rules and regulations.

5. Change in Control.

(a) In General. Subject to Sections 5(a) and (c), in the event of a Change in Control, any unvested Options shall vest and become exercisable, provided that the Committee (as constituted immediately prior to the Change in Control) may determine that all then-outstanding Options (whether vested or unvested) shall be canceled in exchange for a payment having a value equal to the excess, if any, of (i) the product of the Change in Control Price multiplied by the aggregate number of shares covered by all such Options immediately prior to the Change in Control over (ii) the aggregate Option Price for all such shares, to be paid as soon as reasonably practicable, but in no event later than 30 days following the Change in Control.

(b) Termination. Notwithstanding Section 5(a), in the event of a Change in Control, the Committee may, in its discretion, terminate any outstanding Options if either (i) the Company provides the Participant with reasonable advance notice to exercise the outstanding and unexercised Options, or (ii) the Committee reasonably determines that the Change in Control Price is equal to or less than the Option Price.

(c) Alternative Awards. Notwithstanding Section 5(a), no cancellation, termination, acceleration of exercisability or vesting, or settlement or other payment shall occur with respect to the Options if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Options shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

6. Miscellaneous.

(a) Withholding. The Company or one of its Subsidiaries may require the Participant to remit to the Company an amount in cash sufficient to satisfy any applicable U.S. federal, state and local and non-U.S. tax withholding or other similar charges or fees that may arise in connection with the grant, vesting, exercise or purchase of the Options.

(b) Authorization to Share Personal Data. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(c) No Rights as Stockholder; No Voting Rights. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock covered by the Options until the exercise of the Options and delivery of the Common Stock. Subject to Section 4.4 of the Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the delivery of the Common Stock.

(d) No Right to Continued Employment. Nothing in this Agreement shall be deemed to confer on the Participant any right to continue in the employ of the Company or any Subsidiary, or to interfere with or limit in any way the right of the Company or any Subsidiary to terminate such employment at any time (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(e) Non-Transferability of Options. The Options may be exercised only by the Participant (or, if the Participant is Disabled and if necessary, the Participant's legally authorized guardian or personal representative) during Participant's lifetime. The Options are not assignable or transferable, in whole or in part, and they may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including, but not limited to, by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death or with the Company's consent. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(f) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other:

(i) if to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

(ii) if to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(g) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(h) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof may by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement or (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Options as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant. This Agreement may not be amended, modified or supplemented orally.

(i) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(j) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(k) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Options evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Options is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(l) Consent to Electronic Delivery. By entering into this Agreement and accepting the Options evidenced hereby, the Participant hereby consents to the delivery of information

(including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Options via Company web site or other electronic delivery.

(m) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Options granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company in effect from time to time.

(n) Company Rights. The existence of the Options does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(o) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(p) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(q) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(r) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

RESTRICTED STOCK UNIT AGREEMENT

This RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), dated as of the Grant Date set forth on the signature page hereof, is entered into by and between Hertz Global Holdings, Inc. (formerly known as Hertz Rental Car Holding Company, Inc.), a Delaware corporation (the "Company"), and the individual whose name is set forth on the director section of the signature page hereof (the "Director").

1. Grant of Restricted Stock Units. The Company hereby evidences and confirms its grant to the Director, effective as of the Grant Date, of the number of restricted stock units (the "Restricted Stock Units") set forth on the signature page hereof. This Agreement is subordinate to, and the terms and conditions of the Restricted Stock Units granted hereunder are subject to, the terms and conditions of the Hertz Global Holdings, Inc. 2016 Omnibus Incentive Plan (the "Plan"), which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. This Agreement shall also be subject to the terms of any applicable deferral election made by the Director with respect to the Restricted Stock Units. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Restricted Stock Units.

(a) Vesting. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Restricted Stock Units shall lapse, if at all, on the first business day immediately preceding the date of the Company's annual shareholder meeting in 2017 (the "Vesting Date"), subject to the Director's continued services on the Board of the Company through such Vesting Date.

(b) Termination of Services.

(i) Death or Disability. If the Director ceases to serve on the Board of the Company due to death or Disability prior to the Vesting Date, the Restriction Period shall lapse immediately upon such cessation with respect to all Restricted Stock Units. Such Restricted Stock Units shall be settled as provided in Section 3.

(ii) Any Other Reason. If the Director ceases to serve on the Board of the Company (whether by the Director or the Company) for any reason other than death or Disability prior to the Vesting Date, all outstanding Restricted Stock Units shall immediately be forfeited and canceled effective as of the date of the Director's cessation.

(c) Change in Control.

(i) Subject to Section 2(c)(ii), in the event of a Change in Control, the Restriction Period applicable to all outstanding Restricted Stock Units shall lapse immediately prior to such Change in Control and all such Restricted Stock Units shall be settled as set forth in Section 3.

(ii) Notwithstanding Section 2(c)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Restricted Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, and subject to Section 7(g) of this Agreement and Section 11.9 of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to other applicable provisions of this Agreement (and any applicable deferral election made by the Director with respect to the Restricted Stock Units), not later than 30 days after the lapse of the Restriction Period (or, as applicable, not later than 30 days after the applicable settlement payment date set forth in a deferral election) with respect to any Restricted Stock Units, the Company shall issue to the Director one share of Common Stock underlying each Restricted Stock Unit as to which the Restriction Period has lapsed, or, if the Committee so determines in its sole discretion, an amount in cash equal to the Fair Market Value of such shares of Common Stock or any combination of shares of Common Stock and cash having an aggregate Fair Market Value equal to such shares of Common Stock. Notwithstanding the preceding sentence, if the Restriction Period applicable to any Restricted Stock Units which constitutes “deferred compensation” subject to Section 409A of the Code lapses as a result of a Change in Control that does not qualify as a “change in the ownership or effective control” of the Company or “in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Restricted Stock Units until the 30th day following the earlier of (i) the Director’s cessation of Board service and (ii) the originally scheduled settlement payment date of such Restricted Stock Units. For the avoidance of doubt, the preceding two sentences are subject to Section 7(g) of this Agreement and Section 11.9 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Director’s settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Restriction Period, the Director engages in Wrongful Conduct (as defined herein), then any Restricted Stock Units for which the Restriction Period has not then lapsed (or for which settlement has not yet occurred) shall automatically terminate and be canceled effective as of the date on which the Director first engaged in such Wrongful Conduct. If the Director engages in Wrongful Conduct, the Director shall pay to the Company in cash any Restriction-Based Financial Gain the Director realized from the lapse of the Restriction Period applicable to all or a portion of the Restricted Stock Units with respect to which the Restriction Period lapsed within the Wrongful Conduct Period (as defined herein). By entering into this

Agreement, the Director hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Director any amounts the Director owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Director for the Director's Wrongful Conduct. The Director's obligations under this Section 4 shall be cumulative (but not duplicative) of any similar obligations the Director has under the Plan, this Agreement, any Company policy, standard or code, or any other agreement with the Company or any Subsidiary.

For purposes of this Agreement, and notwithstanding anything in the Plan to the contrary, "Wrongful Conduct" means the breach or violation by the Director of the Company's Standards of Business Conduct, Corporate Governance Guidelines or Directors' Code of Business Conduct and Ethics (each as amended from time to time, and including any successor or replacement policy or standard).

For purposes of this Agreement, and notwithstanding anything in the Plan to the contrary, "Wrongful Conduct Period" means the twelve-month period ending on the date of the Participant's Wrongful Conduct (or such other period as determined by the Committee).

5. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Director may not sell or transfer the shares of Common Stock acquired upon settlement of the Restricted Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Restricted Stock Units shall be registered in the Director's name, or, if applicable, in the names of the Director's heirs or estate (or in the name of such other persons or entities provided by the Director and approved by the Committee or Board). In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If delivered in certificated form, the Company may deliver a share certificate to the Director or to the Director's designated broker on the Director's behalf. If the Director is deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Director's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) To the extent permitted by Section 409A of the Code, the grant of the Restricted Stock Units and issuance of shares of Common Stock upon settlement of the Restricted Stock Units will be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares

subject to the Restricted Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Restricted Stock Units, the Company may require the Director to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Restricted Stock Units.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Director's behalf upon the Director's Disability (if necessary), or upon the Director's estate's behalf after the death of the Director, is appropriately authorized.

6. Director's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to the estate of the Director upon the Director's death (or to such other persons or entities as provided under Section 11.1 of the Plan and approved by the Committee or Board); provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such permitted transferee were the Director. Any attempt by the Director, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Restricted Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this Agreement, including this Section 6(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. The Director shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Common Stock are issued to the Director in respect thereof.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other

than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Director without the prior written consent of the other party. For the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Service on the Board. Nothing in the Plan or this Agreement shall confer upon the Director any right to continue serving on the Board of the Company. This Agreement is not to be construed as a contract of service relationship between the Company and Director. Nothing in the Plan or this Agreement shall confer on the Director the right to receive any future Awards under the Plan. For purposes of determining the status of Director's position on the Board of the "Company" under this Agreement, such term shall include the Company and, to the extent applicable, its Subsidiaries.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Director, as the case may be, at the following addresses or to such other address as the Company or the Director, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, Florida 33928
Attention: General Counsel
Fax: (239) 301-6906

If to the Director, to the Director at his or her most recent address as shown on the books and records of the Company.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Restricted Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Director. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any

determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Taxation. The Company or one of its Subsidiaries may require the Director to remit to the Company an amount in cash sufficient to satisfy any applicable U.S. federal, state and local and non-U.S. tax withholding or other similar charges or fees that may arise in connection with the grant, vesting or settlement of the Restricted Stock Units. It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Director acknowledges: (a) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (b) that the Award does not create any contractual or other right to receive future grants of Awards; (c) that participation in the Plan is voluntary; and (d) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Data Privacy. The Director authorizes the Company or any Affiliate of the Company that has or lawfully obtains personal data relating to the Director to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Director hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Director pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Restricted Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company as are in effect from time to time with respect to the Director.

(m) Company Rights. The existence of the Restricted Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights

thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Director agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Director's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Company and the Director have executed this Agreement as of _____
(the "Grant Date").

HERTZ GLOBAL HOLDINGS, INC.

By:
Name:
Title:

DIRECTOR

By:

Address of Director:

Restricted Stock Units granted
hereby:

Subsidiaries of Hertz Global Holdings, Inc.

A. U.S. and Countries Outside Europe

Companies Listed by Country	State or Jurisdiction of Incorporation	Doing Business As
United States		
Thrifty Insurance Agency, Inc.	Arkansas	
DNRS II LLC	Delaware	
DNRS LLC	Delaware	
Dollar Thrifty Automotive Group, Inc.	Delaware	
Donlen FSHCO Company	Delaware	
Donlen Trust	Delaware	
Eileo, Inc.	Delaware	
Executive Ventures, Ltd.	Delaware	
Firefly Rent A Car LLC	Delaware	Firefly
HCM Marketing Corporation	Delaware	
Hertz Aircraft, LLC	Delaware	
Hertz Canada Vehicles Partnership	Delaware	
Hertz Car Sales LLC	Delaware	Hertz Car Sales
Hertz Claim Management Corporation	Delaware	
Hertz Dealership One LLC	Delaware	
Hertz Fleet Lease Funding Corp.	Delaware	
Hertz Fleet Lease Funding LP	Delaware	
Hertz France LLC	Delaware	
Hertz Funding Corp.	Delaware	
Hertz General Interest LLC	Delaware	
Hertz Global Services Corporation	Delaware	
Hertz International, Ltd.	Delaware	
Hertz Investments, Ltd.	Delaware	
Hertz Local Edition Corp.	Delaware	
Hertz Local Edition Transporting, Inc.	Delaware	
Hertz NL Holdings, Inc.	Delaware	
Hertz System, Inc.	Delaware	
Hertz Technologies, Inc.	Delaware	
Hertz Transporting, Inc.	Delaware	
Hertz Vehicle Financing II LP	Delaware	
Hertz Vehicle Financing LLC	Delaware	
Hertz Vehicle Sales Corporation	Delaware	
Hertz Vehicles LLC	Delaware	
HVF II GP Corp.	Delaware	
Navigation Solutions, L.L.C.	Delaware	
Rental Car Intermediate Holdings, LLC	Delaware	
The Hertz Corporation	Delaware	Firefly Hertz Car Sales Hertz Rent-A-Car Thrifty
Donlen Corporation	Illinois	
Donlen Mobility Solutions, Inc.	Illinois	
Dollar Rent A Car, Inc.	Oklahoma	
DTG Operations, Inc.	Oklahoma	Dollar Airport Parking Dollar Rent A Car Firefly Thrifty Airport Parking Thrifty Airport Valet Parking Thrifty Car Rental Thrifty Car Sales Outlet Thrifty Parking Thrifty Truck Rental
DTG Supply, Inc.	Oklahoma	
Rental Car Finance Corp.	Oklahoma	
Thrifty Car Sales, Inc.	Oklahoma	
Thrifty Rent-A-Car System, Inc.	Oklahoma	
Thrifty, Inc.	Oklahoma	

TRAC Asia Pacific, Inc.	Oklahoma	
Ameriguard Risk Retention Group, Inc.	Vermont	
Australia		
Ace Tourist Rentals (Aus) Pty Limited	Australia	
Dollar Rent A Car Pty Limited	Australia	
HA Fleet Pty Ltd.	Australia	
HA Lease Pty. Ltd.	Australia	
Hertz Australia Pty. Limited	Australia	
Hertz Investment (Holdings) Pty. Limited	Australia	
Bermuda		
HIRE (Bermuda) Limited	Bermuda	
Brazil		
Car Rental Systems do Brasil Locacao de Veiculos Ltda.	Brazil	
Canada		
3216173 Nova Scotia Company	Nova Scotia	
CMGC Canada Acquisition ULC	Nova Scotia	
DTG Canada Corp.	Nova Scotia	
Hertz Canada (N.S.) Company	Nova Scotia	
2232560 Ontario Inc.	Ontario	
2240919 Ontario Inc.	Ontario	
Dollar Thrifty Automotive Group Canada Inc.	Ontario	
DTGC Car Rental L.P.	Ontario	
HC Limited Partnership	Ontario	
HCE Limited Partnership	Ontario	
Hertz Canada Finance Co., Ltd. (In Quebec-Financement Hertz Canada Ltee.)	Ontario	
Hertz Canada Limited	Ontario	Dollar Firefly Hertz 24/7
TCL Funding Limited Partnership	Ontario	
Donlen Fleet Leasing, Ltd.	Quebec	
China		
Hertz Car Rental Consulting (Shanghai) Co. Ltd.	People's Republic of China	
Hong Kong		
Hertz Hong Kong Limited	Hong Kong	
Japan		
Hertz Asia Pacific (Japan), Ltd.	Japan	
Mexico		
Donlen Mexico Sociedad de Responsabilidad Limitada de Capital Variable	Mexico	
New Zealand		
Hertz New Zealand Holdings Limited	New Zealand	
Hertz New Zealand Limited	New Zealand	
Tourism Enterprises Ltd	New Zealand	
Puerto Rico		
Hertz Puerto Rico Holdings Inc.	Puerto Rico	
Puerto Ricancars, Inc.	Puerto Rico	
Singapore		
Hertz Asia Pacific Pte. Ltd.	Singapore	
South Korea		
Hertz Asia Pacific Korea Ltd	South Korea	

B. Europe

Companies Listed by Country	State or Jurisdiction of Incorporation	Doing Business As
Belgium		
Hertz Belgium b.v.b.a.	Belgium	
Hertz Claim Management bvba	Belgium	
Czech Republic		
Hertz Autopujcovna s.r.o.	Czech Republic	
France		
EILEO SAS	France	
Hertz Claim Management SAS	France	
Hertz France S.A.S.	France	
RAC Finance, SAS	France	
Germany		

Hertz Autovermietung GmbH	Germany
Hertz Claim Management GmbH	Germany
Ireland	
Apex Processing Limited	Ireland
Hertz Europe Service Centre Limited	Ireland
Hertz Finance Centre Limited	Ireland
HERTZ FLEET LIMITED	Ireland
Hertz International RE Limited	Ireland
Hertz International Treasury Limited	Ireland
Probus Insurance Company Europe Limited	Ireland
Italy	
Hertz Claim Management S.r.l.	Italy
Hertz Fleet (Italiana) Srl	Italy
Hertz Italiana Srl	Italy
Luxembourg	
HERTZ LUXEMBOURG, S.A.R.L.	Luxembourg
Monaco	
Hertz Monaco, S.A.M.	Monaco
The Netherlands	
Hertz Automobielen Nederland B.V.	Netherlands
Hertz Claim Management B.V.	Netherlands
Hertz Holdings Netherlands B.V.	Netherlands
International Fleet Financing No. 2 B.V.	Netherlands
International Fleet Financing No.1 BV	Netherlands
Stuurgroep Fleet (Netherlands) B.V.	Netherlands
Stuurgroep Holdings C.V.	Netherlands
Stuurgroep Holland B.V.	Netherlands
Van Wijk Beheer B.V.	Netherlands
Van Wijk European Car Rental Service B.V.	Netherlands
Slovakia	
Hertz Autopozicovna s.r.o.	Slovakia
Spain	
Hertz Claim Management SL	Spain
Hertz de Espana, S.L.	Spain
Switzerland	
Hertz Management Services Sarl	Switzerland
United Kingdom	
CCL Vehicle Rentals Ltd	United Kingdom
Dollar Thrifty Europe Limited	United Kingdom
Hertz (U.K.) Limited	United Kingdom
Hertz Claim Management Limited	United Kingdom
Hertz Europe Limited	United Kingdom
Hertz Holdings III UK Limited	United Kingdom
Hertz Receivables NL BV	United Kingdom
Hertz UK Receivables Limited	United Kingdom
Hertz Vehicle Financing U.K. Limited	United Kingdom

The information contained herein is not complete and may be changed. A registration statement on Form 10 relating to the securities of New Hertz has been filed with the Securities and Exchange Commission. Additional information with respect to these securities has been filed with the Securities and Exchange Commission by Hertz Holdings.

SUBJECT TO COMPLETION, DATED MAY 20, 2016

INFORMATION STATEMENT



HERC HOLDINGS INC.
27500 Riverview Center Blvd.
Bonita Springs, Florida 34134

Hertz Global Holdings, Inc. ("Hertz Holdings") is furnishing this information statement to its stockholders in connection with the spin-off (the "Spin-Off") by Hertz Holdings to its stockholders of all of the issued and outstanding shares of common stock of Hertz Rental Car Holding Company, Inc. ("New Hertz"). The Spin-Off will result in the separation of Hertz Holdings' global equipment rental business, which following the Spin-Off will continue to be operated by HERC Holdings (as defined below) through its operating subsidiaries, including Hertz Equipment Rental Corporation (to be renamed Herc Rentals Inc., "HERC"), from its global car rental business, which following the Spin-Off will continue to be operated by New Hertz through its operating subsidiaries, including The Hertz Corporation ("Hertz").

For every five common shares of Hertz Holdings you hold of record as of the close of business on [], 2016, the record date for the distribution, you will be entitled to receive one share of New Hertz common stock. Hertz Holdings will distribute the shares of New Hertz common stock in book-entry form, which means that we will not issue physical stock certificates. Stockholders will not receive fractional shares in connection with the Spin-Off. Instead, New Hertz's transfer agent will aggregate all fractional shares and sell them as soon as practicable after the Spin-Off at the then-prevailing prices on the open market. After the transfer agent's completion of such sale, stockholders would receive a cash payment from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds for that sale, without interest for the period of time between the effective time of the Spin-Off and the payment date.

In connection with the Spin-Off, Hertz Holdings will be renamed "Herc Holdings Inc." Throughout this information statement, we refer to the current Hertz Global Holdings, Inc. prior to the Spin-Off as "Hertz Holdings" and following the Spin-Off as "HERC Holdings."

There is no current trading market for New Hertz common stock. We expect to list New Hertz common stock on the New York Stock Exchange ("NYSE") under the symbol "HTZ," which is the current trading symbol for Hertz Holdings common stock. Following the Spin-Off, HERC Holdings will change the symbol for its common stock to HRI. We expect that a limited market, commonly known as a when-issued trading market, for New Hertz common stock will develop on or shortly before the record date, and that regular way trading of New Hertz common stock will begin on the first trading day after the distribution date.

No vote of Hertz Holdings' stockholders is required to authorize or effectuate the Spin-Off. Hertz Holdings has obtained stockholder approval of a reverse stock split at one of nine ratios, 1-for-2, 1-for-3, 1-for-4, 1-for-5, 1-for-6, 1-for-8, 1-for-10, 1-for-15 or 1-for-20, as determined by the board of directors. The implementation of the reverse stock split would be effective immediately following the Spin-Off. If the reverse stock split is implemented, the number of authorized shares of common stock will be reduced in a proportional manner to the reverse stock split ratio.

In reviewing this information statement, you should carefully consider the matters described under "Risk Factors" beginning on page 15.

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this information statement. Any representation to the contrary by any party is a criminal offense.

This information statement does not constitute an offer to sell or a solicitation of an offer to buy any securities.

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

The date of this information statement is [], 2016.

Hertz Holdings first mailed this information statement to its stockholders on or about [],

2016.

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Due to the nature of the Spin-Off, New Hertz, which will be an independent publicly traded company, will be considered the accounting successor to Hertz Holdings and HERC Holdings will be considered the spun-off entity in the Spin-Off for accounting purposes. This information statement describes the equipment rental assets, liabilities, businesses and activities of HERC Holdings as though they were HERC Holdings’ assets, liabilities, businesses and activities for all historical periods described. However, HERC Holdings will conduct or hold the assets, liabilities, businesses and activities of Hertz Holdings that are not transferred to or assumed by New Hertz in connection with the Spin-Off and the internal reorganization in contemplation thereof. The historical financial information of HERC Holdings contained in this information statement is not necessarily indicative of the future financial position, results of operations or cash flows of HERC Holdings, nor does it reflect what the financial position, results of operations or cash flows of HERC Holdings would have been had HERC Holdings operated as a stand-alone company during the periods presented.

You should rely only on the information contained in this information statement. Hertz Holdings has not authorized anyone to give you any information or to make any representations about the Spin-Off, New Hertz or HERC Holdings discussed in this information statement other than as contained in this information statement. If you are given any information or representation that is not discussed in this information statement, you must not rely on that information. Hertz Holdings takes no responsibility for, and cannot provide any assurance as to the reliability of, any other information that others may give you. You should assume that the information appearing in this information statement is accurate only as of the date on the front cover of this information statement. The business, financial condition, results of operations, and prospects of HERC Holdings may have changed since that date. The delivery of this information statement shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof.

We have prepared this information statement based on information we have or have obtained from sources we believe to be reliable.

Unless otherwise indicated or the context otherwise requires, in this information statement, (i) "Hertz Holdings" means Hertz Global Holdings, Inc. prior to the Spin-Off; (ii) "New Hertz" means the newly created entity named Hertz Rental Car Holding Company, Inc., the shares of which are being distributed to Hertz Holdings' stockholders in the Spin-Off and which will, after the Spin-Off, conduct Hertz Holdings' global car rental operations through its operating subsidiaries, including The Hertz Corporation, or "Hertz"; (iii) "HERC Holdings" means Hertz Global Holdings, Inc. following the Spin-Off, which will be renamed "Herc Holdings Inc." and will continue to conduct Hertz Holdings' global equipment rental operations through its operating subsidiaries, including HERC; (iv) "HERC" means Hertz Equipment Rental Corporation, the primary operating subsidiary of Hertz Holdings' global equipment rental business, which will be renamed "Herc Rentals Inc."; (v) "we," "us" and "our" mean either New Hertz, HERC Holdings or Hertz Holdings and its respective consolidated subsidiaries, as the context requires; (vi) "company-operated" rental locations are those through which we, or an agent of ours, rent equipment that we own or lease; and (vii) "equipment" means industrial, construction and material handling equipment, and includes but may not be limited to aerial, earthmoving, material handling and specialty equipment, such as compaction equipment, construction-related trucks, electrical equipment, power generators, contractor tools, pumps, and lighting, studio and production equipment.

We have proprietary rights to a number of trademarks used in this information statement that are important to our business, including, by way of example and without limitation, Hertz, Dollar, Thrifty, HERC, Donlen and Firefly. We have omitted the ® and ™ trademark designations for such trademarks used in this information statement.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

In connection with the Spin-Off, New Hertz has filed with the SEC a registration statement on Form 10 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), relating to the shares of New Hertz common stock to be distributed as contemplated by this information statement. This information statement is a part of, and does not contain all of the information set forth in, the registration statement and the exhibits and schedules to the registration statement. Additional information, certain organizational documents and material agreements with respect to HERC Holdings have been filed with the U.S. Securities and Exchange Commission on a Form 8-K dated [], 2016 by Hertz Holdings, which will be renamed Herc Holdings Inc. in connection with the Spin-Off, under the Exchange Act. For further information with respect to New Hertz and HERC Holdings, please refer to the registration statement and the Form 8-K, including their exhibits and schedules. With respect to statements in this information statement about the contents of any contract, agreement or other document, we refer you to the copy of such contract, agreement or other document filed or incorporated by reference as an exhibit to the registration statement and Form 8-K, and each such statement is qualified in all respects by reference to the document to which it refers.

Hertz Holdings and Hertz currently file annual, quarterly and current reports and other information with the SEC. As a result of the registration of the New Hertz common stock to be distributed in connection with the Spin-Off, New Hertz will become subject to the information and reporting requirements of the Exchange Act and, in accordance with the Exchange Act, will file annual, quarterly and current reports and other information with the SEC.

You may read and copy any documents that New Hertz, HERC Holdings, Hertz Holdings and Hertz file at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You may call the SEC at 1-800-SEC-0330 to obtain further information about the public reference room. In addition, the SEC maintains an Internet website (www.sec.gov) that contains reports, proxy and information statements and other information about issuers that file electronically with the SEC, including Hertz Holdings and Hertz and, subsequent to the registration of New Hertz common stock and completion of the Spin-Off, New Hertz and HERC Holdings. The SEC's Internet website address is included in this information statement as an inactive textual reference only. You also may access, free of charge, Hertz Holdings' and Hertz's reports filed with the SEC and, subsequent to the completion of the Spin-Off, New Hertz's reports that will be filed with the SEC (for example, their Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and any amendments to those forms) indirectly through Hertz's Internet website (www.hertz.com). Hertz's Internet website address is included in this information statement as an inactive textual reference only. The information found on Hertz's Internet website is not part of this information statement. Reports filed with or furnished to the SEC will be available as soon as reasonably practicable after they are filed with or furnished to the SEC.

You also may obtain a copy of the registration statement with respect to the Spin-Off, as well as a copy of any of Hertz Holdings', Hertz's or New Hertz's filings with the SEC, at no cost by calling or writing to us at the following address:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, FL 33928
Attn: Investor Relations
(239) 301-6800

After the Spin-Off, you may obtain a copy of any of HERC Holdings' filings with the SEC at no cost by calling or writing to HERC Holdings at the following address:

Herc Holdings Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134
Attn: Investor Relations
(239) 301-1000

MARKET AND INDUSTRY DATA

Information in this information statement about the equipment rental industry, including among other statements our general expectations concerning this industry, our market position and our market share, are based on estimates prepared using data from various sources and on assumptions made by us. We believe data regarding the equipment rental industry and our market position and market share within this industry are inherently imprecise, but generally indicate our size, position and market share within this industry. Although we believe that the information from third parties (including industry and general publications and surveys) included or reflected in this information statement is generally reliable, we have not independently verified any such third-party information and cannot assure you of its accuracy or completeness. While we are not aware of any misstatements regarding any third-party statements or industry data presented in this information statement, our estimates, particularly those relating to our general expectations concerning the equipment rental industry, involve risks and uncertainties and are subject to change based on various factors, including those discussed in “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” in this information statement.

QUESTIONS AND ANSWERS ABOUT THE SPIN-OFF

What is the Spin-Off?

The Spin-Off is the method through which Hertz Holdings will separate its existing car rental and equipment rental businesses into two independent, publicly traded companies:

- Hertz Rental Car Holding Company, Inc., or “New Hertz,” consisting of Hertz Holdings’ global car rental business; and
- Herc Holdings Inc., or “HERC Holdings,” consisting of Hertz Holdings’ global equipment rental business.

In the Spin-Off, Hertz Holdings will distribute to its stockholders on a pro rata basis all the shares of New Hertz’s common stock. See “The Spin-Off.”

Why did Hertz Holdings send this information statement to me?

Hertz Holdings sent this information statement to you because you were a holder of Hertz Holdings common stock as of the close of business on [], 2016. For every five common shares of Hertz Holdings you hold of record as of the close of business on [], 2016, the record date for the distribution, you will be entitled to receive one share of New Hertz common stock.

Why is Hertz Holdings separating New Hertz and HERC Holdings?

Hertz Holdings believes that the separation will allow each of New Hertz’s and HERC Holdings’ management teams to focus more directly on each business in order to create promising opportunities for growth and enhanced stockholder value, including managing certain differences in capital requirements, overall growth profiles and business cycles of each respective business. Further, the separation will eliminate any internal competition for capital between Hertz Holdings’ businesses, which we believe will enhance the growth opportunity for the businesses of New Hertz and HERC Holdings. As a result of the separation, New Hertz and HERC Holdings will be independent companies and as such will have direct access to the capital markets, which will enable each business to pursue equity and debt issuances on its own merits, the proceeds of which may be used to promote organic growth, invest in differentiating capabilities or pursue geographic expansion according to its particular business needs. In addition, each entity will have the ability to use its own equity to pursue strategic acquisitions. The separation also will allow investors to more effectively recognize the value of each business on a stand-alone basis. Finally, the separation also will make it easier for each of New Hertz and HERC Holdings to offer its key employees compensation directly linked to the performance of its business, including equity-based compensation, which we expect will enhance the ability of each of New Hertz and HERC Holdings to attract, retain and motivate qualified personnel.

What actions will Hertz Holdings take in connection with the Spin-Off?

In connection with the Spin-Off, Hertz Holdings will undertake a series of internal reorganization transactions (sometimes referred to herein as the “internal reorganization”) so that New Hertz will hold the entities associated with Hertz Holdings’ global car rental business, including Hertz, and HERC Holdings will hold the entities associated with Hertz Holdings’ global equipment rental business, including HERC. In addition to this internal reorganization and in connection with the Spin-Off, it is expected that HERC, which is to be a wholly owned subsidiary of HERC Holdings following the Spin-Off, will transfer to Hertz and its subsidiaries approximately \$1.8 billion. To fund, among other things, such transfers and in connection with the Spin-Off, HERC expects to enter into appropriate financing arrangements. In this information statement, we refer to these transactions as the “related financing transactions.”

The actual amount of cash transfers made to Hertz and its subsidiaries by HERC prior to or in connection with the Spin-Off will depend upon the financial performance and cash position of HERC prior to the Spin-Off, among other factors. Hertz expects to use the cash proceeds from these transfers to repay third-party indebtedness, to fund the share repurchase program previously announced and reaffirmed by Hertz Holdings and that New Hertz expects to adopt for periods following the Spin-Off, and for general corporate purposes.

Hertz Holdings (or a subsidiary thereof) and New Hertz (or a subsidiary thereof) will enter into a separation and distribution agreement, a tax matters agreement, an employee matters agreement, a transition services agreement, an

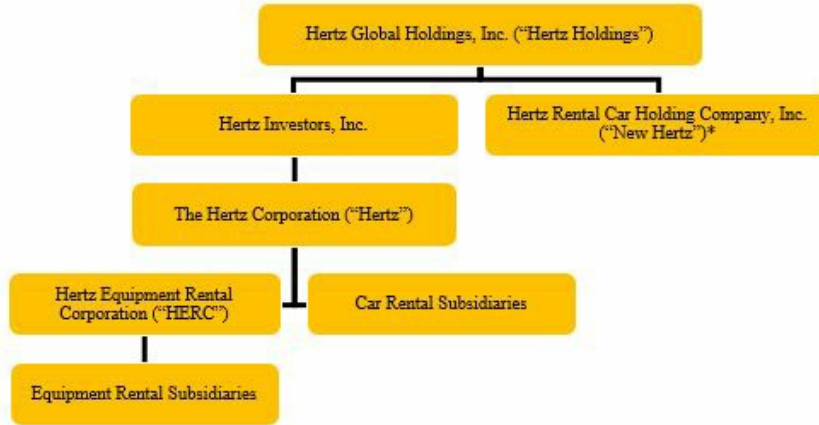
intellectual property agreement and certain real estate lease agreements, which will govern the relationship between New Hertz and HERC Holdings following the Spin-Off.

For further information concerning the transactions that are being effected in connection with the Spin-Off, see “Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Separation and Distribution Agreement.”

What will the organizational structure of Hertz Holdings look like before and after the Spin-Off?

Below are diagrams depicting the basic organizational structure of Hertz Holdings before the internal reorganization and the Spin-Off and HERC Holdings and New Hertz after the internal reorganization and the Spin-Off:

Prior to the internal reorganization and the Spin-Off



*Prior to the internal reorganization and the Spin-Off, New Hertz conducts no operations.

Following the internal reorganization and the Spin-Off



*Newly formed entities for purposes of effecting the internal reorganization and the Spin-Off.

Are there any conditions to the Spin-Off being completed?

Hertz Holdings may decide not to complete the Spin-Off if, at any time prior to the Spin-Off, Hertz Holdings' board of directors determines, in its sole discretion, that the Spin-Off is not in the best interests of Hertz Holdings or its stockholders. In addition, Hertz Holdings' intention to complete the Spin-Off is contingent on the satisfaction of the conditions described below prior to the Spin-Off, any of which (other than those set forth in the fourth and fifth bullet points below) may be waived by Hertz Holdings:

- The private letter ruling that Hertz Holdings received from the Internal Revenue Service (the "IRS") to the effect that, subject to the accuracy of and compliance with certain representations, assumptions and covenants, (i) the Spin-Off qualifies as a tax-free transaction under Sections 355 and 368(a)(1)(D) of the Internal Revenue Code (the "Code"), and (ii) the internal spin-off transactions (collectively with the Spin-Off, the "Spin-Offs") and certain related transactions in connection with the Spin-Offs will be tax-free to the parties to those spin-offs and related transactions, shall not have been revoked or modified in any material respect;
- Hertz Holdings' receipt of the opinions of KPMG LLP and Debevoise & Plimpton LLP that the Spin-Offs will qualify as tax-free transactions under Section 355 of the Code, subject to the accuracy of and compliance with certain representations, assumptions and covenants;
- Hertz Holdings' receipt of a written solvency opinion from a financial advisor acceptable to Hertz Holdings, which confirms the solvency and financial viability of Hertz Holdings before the consummation of the Spin-Off and each of HERC Holdings and New Hertz after the consummation of the Spin-Off and is in form and substance acceptable to Hertz Holdings;
- the registration statement on Form 10 with respect to the registration of New Hertz common stock under the Exchange Act shall have become effective, and no stop order suspending such effectiveness shall be in effect;
- all statutory requirements for the consummation of the Spin-Offs must have been satisfied, and no injunction, court order, law or regulation shall be in effect preventing the completion of the Spin-Offs;
- HERC Holdings and New Hertz, or their respective subsidiaries, shall have entered into new credit agreements and other financial arrangements prior to the consummation of the Spin-Off;
- the NYSE shall have approved the listing of New Hertz's common stock;
and
- any material regulatory or contractual consents or approvals necessary for the Spin-Offs must have been obtained, without any conditions that would have a material adverse effect on HERC Holdings or New Hertz.

See "The Spin-Off—Conditions to the Spin-Off."

What will I receive in the Spin-Off?

If all conditions to the Spin-Off are satisfied or waived by the board of directors of Hertz Holdings in its sole discretion, at the close of business on the distribution date, [], 2016, for each five whole shares of Hertz Holdings common stock held by you as of the record date, you will receive one share of New Hertz common stock. The transfer agent will distribute only whole shares of New Hertz common stock in the Spin-Off. See "—How will fractional shares be treated in the Spin-Off?"

How will fractional shares be treated in the Spin-Off?

Stockholders will not receive fractional shares in connection with the Spin-Off. Instead, New Hertz's transfer agent will aggregate all fractional shares and sell them as soon as practicable after the Spin-Off at the then-prevailing prices on the open market on behalf of those stockholders who would otherwise be entitled to receive a fractional share. We expect that the transfer agent would conduct the sale in an orderly fashion at a reasonable pace and that it may take a number of days to sell all of the aggregated fractional shares of New Hertz common stock. After the transfer agent's completion of such sale, stockholders would receive a cash payment from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale. Stockholders will not be entitled to receive interest for the period of time between the

effective time of the Spin-Off and the date payment is made for their fractional share interest in New Hertz common stock. See “The Spin-Off-Treatment of Fractional Shares” for a more detailed explanation of the treatment of fractional shares.

What will happen to Hertz Holdings and my existing Hertz Holdings common stock as a result of the Spin-Off?

In connection with the Spin-Off, Hertz Holdings will be renamed “Here Holdings Inc.” (referred to herein as “HERC Holdings”), and will continue to operate our global equipment rental business through its operating subsidiaries, including HERC. Following the Spin-Off, HERC Holdings common stock will continue to trade on the NYSE, except that it will change the symbol for its common stock to “HRI.”

No vote of Hertz Holdings’ stockholders is required to authorize or effectuate the Spin-Off. Hertz Holdings has obtained stockholder approval of a reverse stock split at one of nine ratios, 1-for-2, 1-for-3, 1-for-4, 1-for-5, 1-for-6, 1-for-8, 1-for-10, 1-for-15 or 1-for-20, as determined by the board of directors. Based on discussions with our financial advisors, we believe the trading price of the common stock after the Spin-Off may be significantly lower than the current market price due to the fact that the rental car business will no longer be part of Hertz Holdings. We believe the reverse stock split may make our common stock a more attractive investment for many investors, particularly investors who have limitations on owning lower-priced stocks. The implementation of the reverse stock split would be effective immediately following the Spin-Off. If the reverse stock split is implemented, the number of authorized shares of common stock will be reduced in a proportional manner to the reverse stock split ratio.

Stockholders will not receive fractional shares in connection with the reverse stock split. Instead, HERC Holdings’ transfer agent will aggregate all fractional shares and sell them as soon as practicable after the reverse stock split at the then-prevailing prices on the open market on behalf of those stockholders who would otherwise be entitled to receive a fractional share. We expect that the transfer agent would conduct the sale in an orderly fashion at a reasonable pace and that it may take a number of days to sell all of the aggregated fractional shares of HERC Holdings common stock. After the transfer agent’s completion of such sale, stockholders would receive a cash payment from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale. Stockholders will not be entitled to receive interest for the period of time between the effective time of the reverse stock split and the date payment is made for their fractional share interest in HERC Holdings common stock.

What is the accounting treatment of the Spin-Off?

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the “accounting successor” to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented.

Will I be taxed on the shares of New Hertz common stock that I receive in the Spin-Off?

The receipt of shares of New Hertz common stock is expected to be tax-free to stockholders for U.S. federal income tax purposes. See “The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Offs.”

What do I have to do to participate in the Spin-Off?

Nothing, except own Hertz Holdings common stock as of the close of business on [], 2016, which is the record date for the Spin-Off. We intend to use a book-entry system to distribute shares of New Hertz common stock. This means that your ownership of New Hertz common stock, and any cash payment in lieu of fractional shares, will be recorded in the records maintained by Computershare Investor Services LLC, which is currently the transfer agent and registrar for Hertz Holdings common stock, and following the Spin-Off will be the transfer agent and registrar for both New Hertz and HERC Holdings common stock.

All of our stockholders hold their shares electronically in book-entry form. Therefore, no action is required on the part of any stockholder to receive their post-reverse stock split shares of HERC Holdings common stock or their cash payment in lieu of any fractional interest, if applicable.

When will the Spin-Off occur?

If all conditions to the Spin-Off are satisfied or waived by the board of directors of Hertz Holdings in its sole discretion, at the close of business on the distribution date, [], 2016, the Spin-Off will be effective concurrent with the distribution of all New Hertz common stock to Hertz Holdings' stockholders.

On which exchange will New Hertz and HERC Holdings common stock trade?

There is no current trading market for New Hertz common stock. We expect to list New Hertz common stock on the NYSE under the symbol "HTZ," which is the current trading symbol for Hertz Holdings common stock. Following the Spin-Off, HERC Holdings common stock will continue to trade on the NYSE, but the symbol for its common stock will change to "HRI." See "The Spin-Off—Listing and Trading of New Hertz and HERC Holdings Common Stock."

When will I be able to buy and sell New Hertz common stock?

Regular way trading of New Hertz common stock will begin on [], 2016, which is the first trading day after the distribution date. We expect that a limited market, commonly known as a "when-issued" trading market, for New Hertz common stock will develop on or shortly before the record date. When-issued trading reflects the value at which the market expects the New Hertz common stock to trade after the Spin-Off. If when-issued trading develops, you will be able to buy and sell New Hertz common stock before the Spin-Off occurs. None of such trades, however, will settle until after the Spin-Off, when regular trading in New Hertz common stock will begin. If the Spin-Off does not occur, all when-issued trading will be null and void. If when-issued trading occurs, the listing for New Hertz common stock will be under a temporary trading symbol that is different from its regular way trading symbol and accompanied by the letters "wi." See "The Spin-Off—Trading Between the Record Date and the Distribution Date."

Will the New Hertz common stock distributed in the Spin-Off be freely tradable?

The shares of New Hertz common stock to be distributed in the Spin-Off will be freely tradable, except for shares received by persons that have a special relationship or affiliation with New Hertz. See "The Spin-Off—Listing and Trading of New Hertz and HERC Holdings Common Stock."

What will be the relationship between New Hertz and HERC Holdings after the Spin-Off?

After the Spin-Off, HERC Holdings will not own any New Hertz common stock, New Hertz will not own any HERC Holdings common stock and the two companies will be separate, independent public companies. In connection with the Spin-Off, Hertz Holdings (or a subsidiary thereof) will enter into a number of agreements with New Hertz (or a subsidiary thereof), including:

- a separation and distribution agreement;
- a tax matters agreement;
- an employee matters agreement;
- a transition services agreement;
- an intellectual property agreement; and
- certain real estate lease agreements.

These agreements will outline the specifics of the internal reorganization and the Spin-Off and govern the ongoing relationship between New Hertz and HERC Holdings after the completion of the Spin-Off. See "Relationship Between New Hertz and HERC Holdings."

Will HERC Holdings continue to have the right to use the “Hertz” name after the Spin-Off?

As part of the Spin-Off, HERC Holdings and New Hertz will enter into an agreement, pursuant to which HERC Holdings will continue to have the right to use certain intellectual property associated with the Hertz brand for a period of four years on a no royalty basis, except that HERC Holdings may not directly or indirectly engage in the business of renting and leasing cars, subject to certain exceptions, including that HERC Holdings may continue to rent cars to the extent HERC has done so immediately prior to the Spin-Off.

Does HERC Holdings plan to pay dividends?

Hertz Holdings paid no cash dividends on its common stock in the three months ended March 31, 2016 or the years ended December 31, 2015, 2014 or 2013. HERC Holdings does not expect to pay dividends on its common stock after the Spin-Off. Any decision to pay dividends will be at the discretion of the board of directors of HERC Holdings.

Are there risks associated with owning HERC Holdings common stock?

Yes. HERC Holdings’ global equipment rental business is subject to general and specific business risks. In addition, the Spin-Off transaction itself presents other risks to HERC Holdings, such as risks associated with HERC Holdings operating as an independent public company. These risks are described more fully under “Risk Factors.” We encourage you to read this entire information statement carefully, including the section entitled “Risk Factors,” when evaluating whether and for how long you will retain your HERC Holdings common stock after the Spin-Off.

Where can Hertz Holdings’ stockholders get more information?

You should direct inquiries relating to the mechanics of the Spin-Off to Computershare Investor Services LLC, which is currently the transfer agent and registrar for Hertz Holdings common stock, and following the Spin-Off will be the transfer agent and registrar for both New Hertz and HERC Holdings common stock, as follows:

Computershare Trust Company, N.A.
P.O. Box 43078
Providence, RI 02940
(781) 575-2879

Before the Spin-Off you should direct other inquiries relating to the Spin-Off, and after the Spin-Off you should direct inquiries relating to your investment in New Hertz common stock, to:

Hertz Global Holdings, Inc.
8501 Williams Road
Estero, FL 33928
Attn: Investor Relations
(239) 301-6800

After the Spin-Off, you should direct inquiries relating to your investment in HERC Holdings common stock to:

Herc Holdings Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134
Attn: Investor Relations
(239) 301-1000

SUMMARY

This summary highlights selected information from this information statement concerning New Hertz, HERC Holdings and the Spin-Off. More detailed discussions of the information summarized below are contained elsewhere in this information statement. You should read this entire information statement carefully, including the "Risk Factors" section and the historical financial statements and notes to those statements included elsewhere in this information statement.

The Spin-Off

Distributing and Distributed Entities

The Spin-Off is legally structured such that Hertz Global Holdings, Inc., or "Hertz Holdings," which will be renamed "Herc Holdings Inc.," or "HERC Holdings," in connection with the Spin-Off, is the distributing entity of all of the outstanding common stock of "Hertz Rental Car Holding Company, Inc.," or "New Hertz," which is currently a wholly-owned subsidiary of Hertz Holdings and will be renamed "Hertz Global Holdings, Inc." in connection with the Spin-Off. After the Spin-Off, HERC Holdings will not own any shares of New Hertz common stock, and New Hertz will not own any shares of HERC Holdings common stock.

Accounting Treatment of the Spin-Off

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the "accounting successor" to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented. See "The Spin-Off—Accounting Treatment of the Spin-Off."

Shares to Be Distributed

Based on approximately [] shares of Hertz Holdings common stock outstanding on [], 2016, and applying the distribution ratio of one share of New Hertz common stock for every five shares of Hertz Holdings common stock held on the record date, approximately [] shares of New Hertz common stock, par value \$0.01 per share, will be distributed. The shares of New Hertz common stock to be distributed will constitute all of the outstanding shares of New Hertz common stock immediately after the Spin-Off.

Distribution Ratio

One share of New Hertz common stock for every five shares of Hertz Holdings common stock that you hold as of the record date for the Spin-Off.

Record Date

The close of business on [], 2016.

Distribution Date

The close of business on [], 2016.

Distribution

At the distribution date, Computershare Investor Services LLC, which is currently the transfer agent and registrar for Hertz Holdings common stock, and following the Spin-Off will be the transfer agent and registrar for both New Hertz and HERC Holdings common stock, will distribute the shares of New Hertz common stock by crediting these shares to book-entry accounts established by such transfer agent and registrar for persons that were Hertz Holdings stockholders on the record date. You will not be required to make any payment or to surrender or exchange your Hertz Holdings common stock or take any other action to receive your shares of New Hertz common stock.

Fractional Shares

Stockholders will not receive fractional shares in connection with the Spin-Off. Instead, New Hertz's transfer agent will aggregate all fractional shares and sell them as soon as practicable after the Spin-Off at the then-prevailing prices on the open market on behalf of those stockholders who would otherwise be entitled to receive a fractional share. We expect that the transfer agent would conduct the sale in an orderly fashion at a reasonable pace and that it may take a number of days to sell all of the aggregated fractional shares of New Hertz common stock. After the transfer agent's completion of such sale, stockholders would receive a cash payment from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale. Stockholders will not be entitled to receive interest for the period of time between the effective time of the Spin-Off and the date payment is made for their fractional share interest in New Hertz common stock. No action is required on the part of any stockholder to receive their cash payment in lieu of any fractional interest, if applicable. See "The Spin-Off-Treatment of Fractional Shares" for a more detailed explanation of the treatment of fractional shares.

Reverse Stock Split

No vote of Hertz Holdings' stockholders is required to authorize or effectuate the Spin-Off. Hertz Holdings has obtained stockholder approval of a reverse stock split at one of nine ratios, 1-for-2, 1-for-3, 1-for-4, 1-for-5, 1-for-6, 1-for-8, 1-for-10, 1-for-15 or 1-for-20, as determined by the board of directors. Based on discussions with our financial advisors, we believe the trading price of the common stock after the Spin-Off may be significantly lower than the current market price due to the fact that the rental car business will no longer be part of Hertz Holdings. We believe the reverse stock split may make our common stock a more attractive investment for many investors, particularly investors who have limitations on owning lower-priced stocks. The implementation of the reverse stock split would be effective immediately following the Spin-Off. If the reverse stock split is implemented, the number of authorized shares of common stock will be reduced in a proportional manner to the reverse stock split ratio.

Stockholders will not receive fractional shares in connection with the reverse stock split. Instead, HERC Holdings' transfer agent will aggregate all fractional shares and sell them as soon as practicable after the reverse stock split at the then-prevailing prices on the open market on behalf of those stockholders who would otherwise be entitled to receive a fractional share. We expect that the transfer agent would conduct the sale in an orderly fashion at a reasonable pace and that it may take a number of days to sell all of the aggregated fractional shares of HERC Holdings common stock. After the transfer agent's completion of such sale, stockholders would receive a cash payment from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale. Stockholders will not be entitled to receive interest for the period of time between the effective time of the reverse stock split and the date payment is made for their fractional share interest in HERC Holdings common stock. All of our stockholders hold their shares electronically in book-entry form. Therefore, no action is required on the part of any stockholder to receive their post-reverse stock split shares of HERC Holdings common stock or their cash payment in lieu of any fractional interest, if applicable.

Transfer Agent and Registrar

Computershare Investor Services LLC is currently the transfer agent and registrar for Hertz Holdings common stock, and following the Spin-Off will be the transfer agent and registrar for both New Hertz and HERC Holdings common stock.

NYSE Stock Exchange Symbol

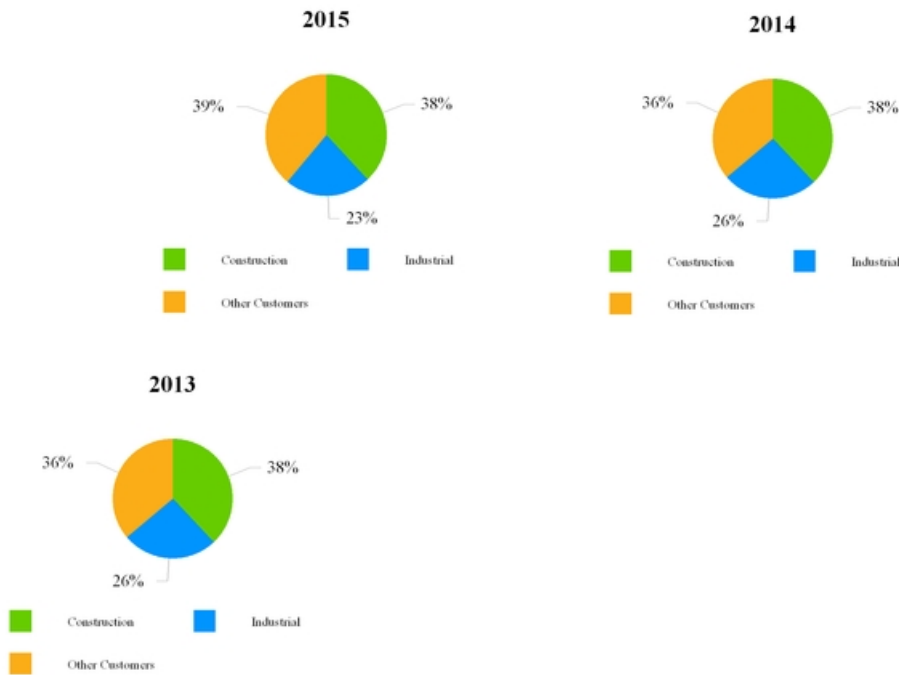
There is no current trading market for New Hertz common stock. We expect to list New Hertz common stock on the NYSE under the symbol "HTZ," which is the current trading symbol for Hertz Holdings common stock. Following the Spin-Off, HERC Holdings common stock will continue to trade on the NYSE, but the symbol for its common stock will change to "HRI."

Trading Market	We expect when-issued trading for New Hertz common stock and ex-dividend trading for Hertz Holdings common stock to occur before the distribution date. See “The Spin-Off—Trading Between the Record Date and the Distribution Date.”
Risk Factors	The Spin-Off and ownership of HERC Holdings common stock involve various risks. See “Risk Factors.”
Tax Consequences	The receipt of shares of New Hertz common stock is expected to be tax-free to stockholders for U.S. federal income tax purposes. See “The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Offs.”
Trading of New Hertz Common Stock	The shares of New Hertz common stock to be distributed in the Spin-Off will be freely tradable, except for shares received by persons that have a special relationship or affiliation with New Hertz. See “The Spin-Off—Listing and Trading of New Hertz and HERC Holdings Common Stock.”
Relationship Between New Hertz and HERC Holdings After the Spin-Off	After the Spin-Off, New Hertz and HERC Holdings will be independent, publicly owned companies. Hertz Holdings or a subsidiary thereof and New Hertz or a subsidiary thereof will enter into a number of agreements to govern the relationship between New Hertz and HERC Holdings after the Spin-Off. See “Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz.”
Outstanding Equity Award Treatment	<p>In connection with the Spin-Off, holders of outstanding Hertz Holdings equity awards will receive replacement equity awards. All replacement awards will be denominated in the common stock of the equity award holder’s primary employer after (or, in the case of a former employee, before) the Spin-Off.</p> <p>In each case, the granting of such replacement awards will be effective contemporaneously with the Spin-Off and such replacement awards will be adjusted in accordance with a formula designed to preserve the intrinsic economic value of the original equity awards after taking into account the Spin-Off. See “Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Employee Matters Agreement.” Equity awards to acquire shares of HERC Holdings common stock will be subject to further adjustment to take into account the reverse stock split, if implemented.</p>
Anti-Takeover Effects with Respect to HERC Holdings	<p>The certificate of incorporation and the by-laws of HERC Holdings will be the same as the Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") and the Amended and Restated By-Laws (the "By-Laws") of Hertz Holdings.</p> <p>Certain provisions of the Certificate of Incorporation and the By-Laws may make it more difficult to acquire control of HERC Holdings. These provisions may have the effect of discouraging a future takeover attempt not approved by HERC Holdings’ board of directors but which individual stockholders may deem to be in their best interests or in which stockholders may receive a substantial premium for their shares over then current market prices. As a result, stockholders who might desire to participate in such a transaction may not have an opportunity to do so. See “Description of Capital Stock.”</p>

Our Company

We are one of the largest equipment rental companies in the North American equipment rental industry, according to the Rental Equipment Register "RER", top 100 list. We have been in the equipment rental business since 1965 and operate our equipment rental business through the Hertz Equipment Rental brand from approximately 280 company-operated branches, of which approximately 270 are in the United States and Canada, and the remainder are located in the United Kingdom, China and through joint venture arrangements in Saudi Arabia and Qatar. In addition, HERC operates through 13 franchisee owned branches in Greece, Portugal and Corsica in Europe, in Afghanistan in the Middle East, in Panama in Central America and in Chile in South America. On October 30, 2015, we finalized the sale of our operations in France (other than Corsica) and Spain which included 60 branches in France and two in Spain. Subsequent to the sale of these operations, we generate almost all of our equipment rental revenue in North America with approximately 1% of our equipment rental revenue driven by our remaining international operations.

We have longstanding relationships with many of our customers across diverse end markets, including large and small companies in the construction industry, industrial customers (such as large industrial plants, refineries and petrochemical operations and automotive enterprises), and other customers in more fragmented industries (such as governmental entities and government contractors, disaster recovery and remediation firms, railroads, utility operators, individual homeowners, entertainment production companies, agricultural producers and special event management firms). Set forth below is a chart showing our historical worldwide equipment rental revenue categorized by end markets we serve, for the years ended December 31, 2015, 2014, and 2013 (excluding the revenues associated with the France and Spain operations which were sold on October 30, 2015).



We offer a broad portfolio of equipment for rent, including aerial, earthmoving, material handling and specialty equipment such as air compressors, compaction equipment, construction-related trucks, electrical equipment, power generators, contractor tools, pumps, and lighting, studio and production equipment. Our recent investments in our equipment rental fleet have resulted in an average fleet age of 47 months as of March 31, 2016. As of March 31, 2016, our equipment rental fleet portfolio consisted of equipment with a total original equipment cost of \$3.5 billion.

In addition to our principal business of equipment rental, we also:

- sell used equipment;
- sell contractor supplies such as construction consumables, tools, small equipment and safety supplies at many of our rental locations;
- provide repair, maintenance and equipment management services to certain of our customers;
- offer equipment re-rental services and provide on-site support to our customers;
- provide ancillary services such as equipment transport, cleaning, refueling and labor; and
- sell certain brands of new equipment and parts and supplies.

For the three months ended March 31, 2016 and the years ended December 31, 2015, 2014, and 2013, we had total revenues of \$365.6 million, \$1,678.2 million, \$1,770.4 million and \$1,735.6 million, net loss of \$1.5 million and net income of \$111.3 million, \$89.7 million and \$98.1 million and Adjusted EBITDA of \$107.8 million, \$600.6 million, \$649.6 million and \$680.5 million, respectively. Adjusted EBITDA is a non-GAAP measure that is defined and reconciled to its most comparable GAAP measure in the section of this information statement entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations— Results of Operations and Selected Operating Data."

Industry Overview

The equipment rental industry serves a diverse group of customers from individuals to small local contractors to large national and industrial accounts encompassing a wide variety of rental equipment including heavy equipment, specialty equipment and contractor tools. Subsequent to the sale of our operations in France and Spain on October 30, 2015, almost all of our equipment rental revenue is generated in North America with approximately 1% of our equipment rental revenue generated through our remaining international operations. The equipment rental industry is highly fragmented with few national competitors and many regional and local operators. We believe, based on market and industry revenue data, that we are one of the leading companies (together with United Rentals, Inc. and Ashtead Group plc's Sunbelt Rentals brand) in the North American equipment rental industry. A number of the industry's competitors focus on a subset of equipment rental offerings, making the overall industry fragmented with respect to types of equipment offered, services provided and geographic locations from which such equipment is offered.

The growth of the North American equipment rental industry is driven by a number of factors including economic trends, non-residential construction activity, capital investment in the industrial sector, repair and overhaul spending, government spending and demand for construction and other rental equipment generally. We believe that renters have increasingly looked to the equipment rental market to manage their capital needs, with many customers relying on equipment rental to allow them to participate in their respective markets without incurring the significant acquisition cost and maintenance expense associated with owning their own equipment fleet. We believe the trends that have driven rental instead of ownership of equipment in the North American construction industry will continue in the near term. We believe that the North American equipment rental industry is expected to grow at a 5.3% compound annual growth rate between 2016 and 2019.

The principal end markets we serve, based on our customers' Standard Industrial Classification ("SIC") codes, consist of the following:

- **Construction** – Our construction rental operations serve large and small companies in the construction industry, and principally the non-residential construction industry. Non-residential construction consists primarily of private sector rentals relating to the construction, maintenance, and remodeling of commercial facilities. According to Dodge Data & Analytics, U.S. non-residential construction spending remained flat in 2015 and is estimated to grow at an annual rate of 8% in 2016. We believe that key drivers of growth within this end market include increased levels of construction starts and construction-related loans among other factors. Construction represented approximately 38% of our equipment rental revenue for the year ended December 31, 2015.
- **Industrial** – Our industrial rental operations serve renters across a broad range of industries, including large industrial plants, refineries and petrochemical operations, industrial manufacturing, power, pulp, paper and wood and other industrial verticals. According to Industrial Info Resources, spending in the U.S. industrial sector grew at an annual rate of approximately 7% in 2015 and is estimated to grow at an annual rate of 2% in 2016. We believe that key drivers of growth within this end market include increased levels of spending on industrial capital, maintenance,

repairs and overhaul. Industrial represented approximately 23% of our equipment rental revenue for the year ended December 31, 2015.

- **Other Customers** – In addition to the specific markets cited above, we service a variety of other customers across a diverse group of industries, including governmental entities and government contractors, disaster recovery and remediation firms, utility operators, infrastructure, railroad, individual homeowners, entertainment production companies, agricultural producers and special event management firms, which represented in total approximately 39% of our equipment rental revenue for the year ended December 31, 2015. We believe that the government-related and entertainment production submarkets discussed below are key industries within this diverse customer group.
 - o Government-Related – Government-related revenue consists of rentals to federal, state and local governments and contractors working directly on government projects.
 - o Entertainment Production – Our equipment rental operations serve the motion picture and television production industries through the rental of grip and lighting equipment, quiet power generators, boomlifts, forklifts and platform lifts.

Our Competitive Strengths

A Market Leader in North America with Significant Scale and Broad Footprint

We believe we are one of the largest equipment rental companies in the North American equipment rental industry, with approximately 270 company-operated branches in 42 states in the United States and 10 provinces in Canada. Our scale compared to most of our competitors provides us with a number of significant competitive advantages including:

- highly experienced executive management team with extensive domain knowledge;
- a comprehensive line of equipment and services, allowing us to be a single-source solution serving all of our customer needs;
- the ability to provide premium brands and a wide range of products that are reliable and meet all the necessary regulations;
- a consistent, reliable supply of rental equipment in stock across our locations and the ability to redeploy equipment across locations to meet evolving customer needs;
- an increasing portfolio of specialty equipment that expands our reach and capabilities;
- a geographic footprint that allows us to maintain proximity to our customers in the local markets as well as serve national and industrial accounts who have geographically dispersed equipment rental needs and in a number of cases prefer to do business with large operators who can broadly service their equipment rental needs;
- favorable purchasing power or volume discount pricing opportunities on material and equipment purchased from our suppliers;
- operational cost efficiencies across our organization, including with respect to purchasing, information technology, back-office support and marketing;
- economies of scale that enable fast response to customer equipment rental needs;
- a national sales force with significant expertise across our equipment fleet; and
- local expertise for servicing our clients and offering solutions.

Since the North American equipment rental industry is highly fragmented, with very few national competitors, we believe that the majority of our competitors do not enjoy these same advantages.

Diverse End Market Business Mix and Exposure to a Variety of Specialty and High Growth Rental Markets

We provide equipment rental services to a wide variety of large markets, including the residential and non-residential construction, general industrial, energy, transportation and government markets. In recent years, we have diversified our rental portfolio by expanding our offerings in niche and specialty markets, both through organic growth and through the acquisition of established industry participants in key locations. Since 2009, we have completed 11 acquisitions to strengthen our position in a variety of diverse rental markets, including the broader industrial market, and the specialty markets such as the motion picture and television production industries. As a result of these strategic investments in ancillary areas of equipment rental and services, our business has become more balanced. We believe that this more balanced portfolio is important because it provides us with a diversification away from our historical reliance on the more seasonal and cyclical construction industry, toward industries which experience business cycles that may vary in intensity and duration from that of the general economy. We anticipate that specialty markets can grow faster than the general economy, and tend to be less cyclical. We believe this diversification serves to differentiate us from our competitors and positions us to take advantage of any expected increase in demand for more specialized rental solutions. We also are not overly reliant on any single customer with no single customer accounting for more than 3% of our revenue for the three months ended March 31, 2016 and the year ended December 31, 2015.

Strong National and Industrial Accounts Capabilities

We believe that we have significant capabilities to serve both national and industrial customer sectors. Through these customer relationship programs, our respective national and industrial accounts sales teams serve and attempt to expand and further penetrate existing relationships with our national accounts and larger industrial customers by providing a single point of contact for their equipment rental needs. This enables HERC to be a full end-to-end solutions provider in addition to a provider of rental equipment. These longstanding customer relationship programs enable us to take advantage of longer rental terms for much of our equipment, with many of our larger customers leasing equipment from us on a monthly or yearly basis, for use in large and/or complex ongoing projects. These projects provide a number of additional benefits, including recurring revenue, attractive credit profiles, improved fleet utilization and enhanced presence in new markets.

Range of Value-Added Services

We offer a total rental solution that provides a suite of customer-focused services. These services include equipment transport, fleet management and telematics, power solutions, on-site services and customized advice, engineered solutions, re-rental options, and parts and supplies sales. This combination of services is designed to offer comprehensive value-added solutions to our customers that complement and enhance the rental equipment we offer.

Superior Customer Service

HERC has a well-established reputation for superior customer service, which has been a competitive differentiator for us throughout our history. Senior management remains focused on maintaining a customer service focused culture. We spend significant time and resources training our personnel to effectively meet the demands of our customers. We believe that these customer initiatives help support our pricing strategy and foster customer loyalty.

Large, Diverse and High-Quality Equipment Fleet

Our equipment fleet represents a significant investment and our commitment to providing the most dependable rental experience to our customers across a variety of industries, including our local, national, industrial and specialty markets. Our recent investments in our equipment rental fleet have resulted in an average fleet age of 47 months as of March 31, 2016. As of March 31, 2016, our equipment rental fleet portfolio consisted of equipment with a total original equipment cost of \$3.5 billion.

Our broad array of equipment includes aerial, earthmoving, material handling and specialty equipment such as air compressors, compaction equipment, construction-related trucks, electrical equipment, power generators, contractor tools, pumps, and lighting, studio and production equipment as well as other niche or specialty products. Our extensive and high-quality rental fleet provides us with the ability to serve a diverse customer base that requires large quantities and/or varied types of equipment for rent, as we are more likely to have the right equipment and total number of units needed at the right location in order to meet our customer requirements.

Experienced Executive and Senior Leadership Team Focused on Excellence in Our Core Equipment Rental Operations

We have assembled an experienced executive and senior leadership team committed to maintaining operational excellence. Our executive and senior leadership team has extensive knowledge of all aspects of the equipment rental and heavy equipment industries, particularly in our core North American operations. Our senior leadership team is made up of executives who have an average of approximately 18 years of experience in the equipment rental and heavy equipment industries. Beyond the senior leadership team, we have talented, experienced sales, operations, service and finance professionals. Our executive and senior leadership team is dedicated to offering our customers a quality rental experience and is committed to further improving our performance capabilities through evaluating and effectively utilizing resources at each level of our organization.

Disciplined Fleet Management, Procurement and Disposal Process

We manage our equipment rental fleet using a life cycle approach designed to optimize the timing of fleet purchasing, repair and maintenance and disposal, while at the same time satisfying our customer demand. In particular, we use standardized business systems in our operations to track utilization and facilitate the fluid transfer of our fleet among regions to adjust to local customer demand, including throughout our entire network. Our pricing system allows us to generate real time rate guidance and adjust pricing across the various markets in which we operate. Through continued use and development of our disciplined approach to efficient fleet management, we seek to maximize our utilization and return on investment.

We routinely sell our used rental equipment in order to manage repair and maintenance costs, as well as the composition, age and size of our fleet. We dispose of our used equipment through a variety of channels, including private sales to customers and other third parties, sales to wholesalers, brokered sales and auctions. Our website includes a catalog of equipment for sale to third parties. During the year ended December 31, 2015, we sold our used rental equipment as follows: approximately 54% through private sales, 27% through sales at auction and 19% through sales to wholesalers. Historically, we have realized a greater return on capital through private sales and sales to wholesalers, as opposed to brokered sales and auctions.

Geographic Footprint

We have approximately 280 company-operated branches in the United States, Canada, the United Kingdom and China and through joint venture arrangements in Saudi Arabia and Qatar. We also have a presence in 6 countries through our 13 international franchisee-operated branches. We continue to update our locations with our proprietary HERC systems designed to enhance associate productivity and improve fleet utilization.

Our geographic footprint and scale, as well as the use of standardized business systems in our operations, provides us with several benefits, including:

- the ability to meet the needs of large multi-location customers who would like to be serviced on a multi-national basis;
- leveraging our fleet spend across a larger base and generating used fleet disposal opportunities;
- the ability to utilize our business processes, systems and core competencies to drive value for our franchisees and ultimately our customers in foreign markets;
- the opportunity to reduce the variability of local economic conditions on our overall financial performance; and
- the platform to optimize operational efficiency.

Strong Brand Recognition

Our primary operating subsidiary, HERC, operates under the name "Hertz Equipment Rental Corporation," in addition to operating under the "HERC" name. We expect to rename HERC "Herc Rentals Inc." and that HERC will continue to utilize the HERC name as part of its Herc Rentals brand. While we believe the association with Hertz has contributed to our building relationships with our customers due to Hertz's globally recognized brand and perceived high-quality car and equipment rental products, we believe that the continued use of the "HERC" name as part of the Herc Rentals brand will facilitate the transition to this new brand. As part of the Spin-Off, HERC Holdings and New Hertz will enter into an agreement, pursuant to which HERC Holdings will continue to have the right to use certain intellectual property associated with the Hertz brand for a period of four years on a no royalty basis, except that HERC Holdings may not directly or indirectly engage in the business of renting and leasing cars, subject to certain exceptions, including that HERC Holdings may continue to rent cars to the extent HERC has done so immediately prior to the Spin-Off.

Our Strategy

Pursue Opportunities Through Organic Revenue Growth, Diversified Specialty Equipment, Optimizing Existing Markets and Targeted Strategic Bolt-On Acquisitions

We believe that opportunities for expansion exist through organic same store growth, expanding our presence in existing targeted markets, diversifying our equipment offering for higher returns and the acquisition of smaller competitors, particularly in light of the fragmented nature of the equipment rental industry and a long-term trend toward increased rental penetration in many of the markets in which we participate. We have organized our growth strategy to pursue these internal growth initiatives and the acquisition of smaller competitors.

Within the markets we currently serve, we intend to grow our same store sales by investing in a high quality and diverse equipment rental fleet and by providing market leading customer service and value-added service offerings. We believe that maintaining high quality and comprehensive lines of equipment differentiates our equipment rental offerings from many of our competitors and we plan to continue to invest in our asset base. In addition, our strong value-added service offerings, such as equipment transport, fleet management and telematics, power solutions, on-site services and customized advice, engineered solutions, rental options and used and new equipment sales, provide us with an integrated equipment services platform through which we are able to address substantially all of our customers' needs and we intend to continue to develop these offerings. We also intend to continue to drive efficiencies through process-oriented initiatives that allow us to increase equipment utilization, reduce operating costs and free up available investment resources.

We intend to continue our strategy of selectively expanding the scope of our operations through the opening of new locations in existing markets that will provide added operating leverage. We will continue to diversify our rental portfolio by pursuing focused market growth into a variety of niche rental markets, including restoration, remediation, HVAC and disaster recovery, expanding across all construction and industrial verticals, as well as various specialty markets, in a variety of geographic locations. We also will look to add new locations in those markets and geographic locations that offer attractive growth opportunities, especially targeting local customers and specialty markets. We believe the North American market presents significant potential for growth, but we also plan to continue efforts to expand our international business by opening new company-operated joint venture and franchise locations, especially when we have opportunities to serve major North American customers with a global presence. At the same time, we will monitor and from time to time exit non-core, non-strategic operations, as we have done with the divestiture of our operations in France and Spain.

Our strategic acquisitions have allowed us to strengthen our position in a variety of specialty rental markets and have given us experience in evaluating, consummating and integrating strategic acquisitions. By acquiring certain bolt-on businesses we have the opportunity to expand our existing geographic footprint to better serve large multi-location customers. In addition, we believe that we can further improve our mix of rental revenue in order to create a customer portfolio that is less susceptible to industry-specific cycles, is more geographically diverse, and is better positioned to facilitate sustainable earnings growth.

Maintain and Strengthen Our National and Industrial Accounts Programs

As we continue efforts to stimulate organic growth, we plan to strengthen our national accounts and industrial accounts programs. We will continue to target the optimal customer mix that enables HERC to be one of a small number of rental companies that have the resources to service large customer needs and provide innovative business solutions. We also intend to emphasize strategic account management as we work to gain a greater share of the overall equipment rental spending of our existing customers in the national and industrial accounts sectors.

Leverage and Expand Our Footprint

HERC has one of the largest footprints in a fragmented industry. With 270 strategically located company-operated branches in the United States and Canada, our base of operations will allow HERC to strategically expand in existing North American markets providing further opportunities to expand our small to mid-size customer base while simultaneously providing additional operational efficiencies from economies of scale. We believe that we have opportunities in several markets to expand our presence, increase our geographic density and generate organic growth.

Use Customer-Facing Technology to Increase Customer Satisfaction and Improve Efficiency

Our advanced telematics and GPS-enabled platforms enable our customers to increase utilization and control their overall costs. Through our Hertz e-Services Program ("e-SP") we have offered our customers an easy-to-use and personalized platform to

improve the management of their equipment rental accounts and provide real-time information about all of their equipment rental usage. These platforms are an integral part of our suite of services, which is designed to provide our customers with a true end-to-end solution for renting, tracking, managing, maintaining and customizing their rental equipment needs and thereby increase customer satisfaction.

We also leverage technology to improve the efficiency of our operations. Our modeling software helps us to forecast demand as well as push real-time pricing intelligence to our experienced sales team. We are rolling out mobile application-based solutions to enable point of sale expansion, increase the speed at which we fulfill customer orders and increase customer satisfaction. We also are in the process of consolidating our information technology functions common to our branches, which will reduce costs and improve efficiency. These and other process initiatives allow us to better manage our fleet, improve customer service, increase equipment utilization and provide us with an opportunity to achieve higher profitability and return on capital.

Develop Our Employees, Foster Organizational Excellence and Continue to Drive Our Culture of Safety

Our management team's leadership philosophy is centered around developing employees who are committed to our goals of being one of the world's leading equipment rental companies. By attracting, retaining and developing our workforce and using programs to drive organizational and operational excellence, including continuous improvement strategies, we can develop leaders at every level of our business.

We are dedicated to providing training and development opportunities to our employees. We develop our employees' skills through training programs focused on, among other things, safety, sales, leadership training and equipment-related training.

Our sales training programs are tailored to develop a sales force that is able to address the particular needs of the various categories of our customer base, such as customers in the construction, industrial, governmental and the more specialized industries that we serve. With respect to particularly large, complex or challenging projects, we develop curricula based on that specific project so that the employees involved are better able to meet the expectations of our customer. Our training programs address critical issues of workplace safety for our employees and customers. This promotes the protection of our employees and assets, as well as our protection from liability for accidental loss or employee injury.

Actions in Connection with the Spin-Off

Prior to the Spin-Off, Hertz Holdings will undertake a series of internal reorganization transactions (sometimes referred to herein as the "internal reorganization") so that New Hertz will hold the entities associated with Hertz Holdings' global car rental business, including Hertz, and HERC Holdings will hold the entities associated with Hertz Holdings' global equipment rental business, including HERC. In addition to this internal reorganization and in connection with the Spin-Off, it is expected that HERC, which is to be a wholly owned subsidiary of HERC Holdings following the Spin-Off, will transfer to Hertz and its subsidiaries approximately \$1.8 billion. To fund, among other things, such transfers and in connection with the Spin-Off, HERC expects to enter into appropriate financing arrangements. In this information statement, we refer to these transactions as the "related financing transactions."

The expected amounts of cash transfers to be made to Hertz and its subsidiaries by HERC were determined based on a review of historical cash flows, and the near-term and medium-term expected cash flows of New Hertz and HERC Holdings subsequent to the Spin-Off, and are intended to ensure that each of New Hertz and HERC Holdings is adequately capitalized and has the appropriate level of cash resources at the time of the Spin-Off. The actual amounts of cash transfers made to Hertz and its subsidiaries by HERC prior to or in connection with the Spin-Off will depend upon the financial performance and cash position of HERC prior to the Spin-Off, among other factors. Hertz expects to use the cash proceeds from these transfers to repay third-party indebtedness, to fund the share repurchase program previously announced and reaffirmed by Hertz Holdings and that New Hertz expects to adopt for periods following the Spin-Off, and for general corporate purposes.

For further information concerning the transactions that are being effected in connection with the Spin-Off, see "Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Separation and Distribution Agreement."

Relationship Between New Hertz and HERC Holdings

After the Spin-Off, HERC Holdings will not own any New Hertz common stock, New Hertz will not own any HERC Holdings common stock and the two companies will be separate, independent public companies. In connection with the Spin-Off, Hertz Holdings (or a subsidiary thereof) will enter into a number of agreements with New Hertz (or a subsidiary thereof), including:

- a separation and distribution agreement;
- a tax matters agreement;
- an employee matters agreement;
- a transition services agreement;
- an intellectual property agreement; and
- certain real estate lease agreements.

These agreements will outline the specifics of the Spin-Off and govern the ongoing relationship between New Hertz and HERC Holdings after the completion of the Spin-Off. For a more complete description of the terms of these agreements, see “Relationship between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz.”

Risk Factors

Investing in or maintaining your investment in HERC Holdings common stock involves a high degree of risk. There are numerous risks related to (i) our business, including risks related to the industries in which we operate, (ii) our substantial indebtedness that we expect to incur in connection with the Spin-Off, and (iii) the Spin-Off and our separation from New Hertz, including risks related to our ability to operate as a stand-alone public company. If any of these or other risks occurs, our business, financial condition, and results of operations may be materially adversely affected. In such a case, the trading price of our common stock would likely decline, and you may lose part or all of your investment. There are also risks specific to the securities markets and ownership of HERC Holdings’ common stock, including risks related to the lack of a prior public market for our common stock. Certain of these risks are set forth in more detail in the “Risk Factors” section of this offering memorandum, which we urge you to carefully read in its entirety.

Corporate Information

HERC Holdings was incorporated in Delaware in 2005 and HERC was incorporated in Delaware in July 1965. Following the Spin-Off, we anticipate that our principal executive offices will be located at 27500 Riverview Center Blvd., Bonita Springs, Florida, 34134. Our telephone number is (239) 301-1000. We maintain a website at www.hertzequip.com. We expect to change our website address in connection with the Spin-Off. The reference to our website is intended to be an inactive textual reference only. Information found on, or accessible through, our website is not part of this information statement.

Summary Historical Combined Financial Data of HERC Holdings

The following tables present selected combined financial information and other data for HERC Holdings' business. The selected combined statement of operations data for the years ended December 31, 2015, 2014 and 2013, and the selected combined balance sheet data as of December 31, 2015 and 2014 presented below were derived from our audited annual combined financial statements and the related notes thereto included elsewhere in this information statement. The selected combined statement of operations data for the three months ended March 31, 2016 and 2015, and the selected combined balance sheet data as of March 31, 2016 presented below were derived from our unaudited interim combined financial statements and the related notes thereto included elsewhere in this information statement. The selected combined statement of operations data for the year ended December 31, 2012 and 2011 and the selected combined balance sheet data as of December 31, 2013, 2012 and 2011 were derived from condensed combined financial statements not included herein.

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the "accounting successor" to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented.

As such, our historical combined financial statements have been prepared on a stand-alone basis in accordance with accounting principles generally accepted in the United States of America ("GAAP") and are derived from Hertz Holdings' consolidated financial statements and accounting records using the historical results of operations and assets and liabilities attributed to the equipment rental operations, and include allocations of expenses from Hertz Holdings. The historical results are not necessarily indicative of HERC Holdings' results in any future period and do not necessarily reflect what the financial position and results of operations of the equipment rental business would have been had HERC Holdings operated as a stand-alone public company during the periods presented, including changes that will occur as a result of or in connection with the Spin-Off.

The combined financial statements include net interest expense on loans receivable from and payable to affiliates and expense allocations for certain corporate functions historically performed by Hertz, including, but not limited to, general corporate expenses related to finance, legal, information technology, human resources, communications, employee benefits and incentives, insurance and stock-based compensation. These expenses have been allocated to us on the basis of direct usage when identifiable, with the remainder allocated on the basis of revenues, operating expenses, headcount or other relevant measures. The provision for income taxes has been prepared on a separate return basis. Management believes the assumptions underlying the combined financial statements, including the assumptions regarding the allocation of corporate expenses from Hertz, are reasonable. Nevertheless, the combined financial statements may not include all of the expenses that would have been incurred had we been a stand-alone company during the years presented and may not reflect our combined financial position, results of operations and cash flows had we been a stand-alone company during the periods presented. Actual costs that would have been incurred if we had been a stand-alone company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure.

You should read the following information in conjunction with the section of this information statement entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our unaudited pro forma condensed combined financial statements and audited annual combined financial statements and the respective related notes thereto included elsewhere in this information statement.

(In millions, except per share data)	Three Months Ended March 31,		Years ended December 31,				
	2016 ^(b)	2015 ^(b)	2015 ^(b)	2014 ^(b)	2013 ^(b)	2012 ^(b)	2011
Statement of Operations Data	(unaudited)						
Revenues:							
Equipment rentals	\$ 307.8	\$ 331.6	\$ 1,411.7	\$ 1,455.8	\$ 1,406.9	\$ 1,260.2	\$ 1,101.7
Sales of revenue earning equipment	37.5	46.5	161.2	198.7	198.1	228.2	250.6
Sales of new equipment, parts and supplies	17.3	19.5	92.1	95.4	113.7	104.8	92.4
Service and other revenues	3.0	3.7	13.2	20.5	16.9	15.1	13.1
Total revenues	365.6	401.3	1,678.2	1,770.4	1,735.6	1,608.3	1,457.8
Expenses:							
Direct operating	159.6	175.2	706.2	718.9	673.9	636.9	576.9
Depreciation of revenue earning equipment	81.8	83.1	343.7	340.0	325.3	289.8	293.9
Cost of sales of revenue earning equipment	45.4	39.8	146.8	188.4	171.5	210.5	233.3
Cost of sales of new equipment, parts and supplies	13.1	15.2	73.0	77.5	89.9	82.1	72.8
Selling, general and administrative	61.3	72.1	270.5	248.6	204.3	212.6	176.7
Restructuring	0.3	0.7	4.3	5.7	10.1	8.7	18.3
Impairment	—	—	—	9.6	—	—	—
Interest expense, net	6.5	9.5	32.9	41.4	72.9	80.9	79.6
Other (income) expense, net	(0.9)	(1.0)	(56.1)	(4.2)	34.6	(1.8)	0.2
Total expenses	367.1	394.6	1,521.3	1,625.9	1,582.5	1,519.7	1,451.7
Income (loss) before income taxes	(1.5)	6.7	156.9	144.5	153.1	88.6	6.1
(Provision) benefit for taxes on income	—	(5.0)	(45.6)	(54.8)	(55.0)	(27.2)	2.0
Net income (loss)	\$ (1.5)	\$ 1.7	\$ 111.3	\$ 89.7	\$ 98.1	\$ 61.4	\$ 8.1
Weighted average shares outstanding:							
Basic	423.9	458.8	452.3	454.0	422.3	419.9	415.9
Diluted	423.9	461.9	456.4	464.4	463.9	448.2	444.8
Earnings per share ^(a) :							
Basic	\$ —	\$ —	\$ 0.25	\$ 0.20	\$ 0.23	\$ 0.15	\$ 0.02
Diluted	\$ —	\$ —	\$ 0.24	\$ 0.20	\$ 0.23	\$ 0.14	\$ 0.02

	As of March 31,		As of December 31,				
	2016	2015	2014	2013	2012	2011	
Balance Sheet Data	(unaudited)						
Cash and cash equivalents	\$ 12.3	\$ 15.7	\$ 18.9	\$ 15.4	\$ 23.2	\$ 45.1	
Total assets	3,355.1	3,406.8	3,611.3	4,132.1	3,710.2	3,209.2	
Total debt ^(c)	134.7	136.7	866.1	673.5	1,072.0	767.3	
Total equity	2,219.8	2,311.8	1,705.3	1,877.4	1,285.0	1,101.3	

- (a) See Note 18 - Equity and Earnings Per Share to the notes to our audited annual combined financial statements and Note 15 - Earnings Per Share to the notes to our unaudited interim combined financial statements included elsewhere in this information statement for a reconciliation of net income used in diluted earnings per share calculation.
- (b) Our results from 2012 and periods thereafter include the results of Cinelease from and after January 9, 2012, the date of its acquisition.
- (c) Includes net loans payable to affiliates as of March 31, 2016, December 31, 2015, 2014, 2013, 2012 and 2011 of \$73.7 million, \$73.2 million, \$449.0 million, \$226.0 million, \$397.7 million and \$358.0 million, respectively.

RISK FACTORS

Investing in or maintaining your investment in HERC Holdings common stock involves a high degree of risk. You should carefully consider each of the risks and uncertainties set forth below as well as the other information contained in this information statement before deciding to invest in our common stock. Any of the following risks and uncertainties could materially and adversely affect our business, financial condition, operating results or cash flows; however, the following risks and uncertainties are not the only risks and uncertainties facing us and it is possible that other risks and uncertainties might significantly impact us. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial also may materially and adversely affect our business, financial condition, results of operations, liquidity and cash flows. In such a case, the market price of our common stock could decline and you could lose all or part of your original investment.

Risks Related to Our Business

Our business is cyclical and a slowdown in worldwide economic conditions or adverse changes in the economic factors specific to the industries in which we operate, such as a decrease in the expected levels of infrastructure spending or the expected levels of rental versus ownership of equipment, could have adverse effects on our liquidity, cash flows and results of operations.

A substantial portion of our revenues are derived from the rental of equipment in the non-residential construction and industrial end markets, which are cyclical in nature. Our industry experienced a decline in construction and industrial activity as a result of the economic downturn that commenced in the latter part of 2008 and continued through 2010. The weakness in our end markets led to a decrease in the demand for our rental equipment and intensifying price competition from other equipment rental industry participants. In addition, other industries in which we operate, such as the oil and gas industry and the entertainment industry, may be subject to different factors and economic cycles that could have an effect on demand for our products and services within those industries. Recently, declines in oil prices have led to a significant slowdown in activity in the oil and gas industry, which has negatively affected our rentals to participants in this industry. Demand for our rentals are susceptible to market trends in oil and natural gas prices which have historically been volatile and are likely to continue to be volatile. While many areas of the global economy are improving, a slowdown in the economic recovery or worsening of economic conditions, in particular with respect to North American construction and industrial activities, could have an effect on demand for our products and services within those industries and ultimately could adversely affect our revenues and operating results.

The following factors, among others, may cause weakness in our end markets, either temporarily or long-term:

- a decrease in expected levels of infrastructure spending;
- a decrease in the expected levels of rental versus ownership of equipment;
- the level of supply and demand for oil and natural gas;
- government regulations, including the policies of governments regarding exploration for, and production and development of, oil and natural gas reserves;
- the level of oil production by non-OPEC countries and the available excess production capacity within OPEC;
- a lack of availability of credit;
- an increase in the cost of construction materials;
- an increase in interest rates;
- adverse weather conditions, which may temporarily affect a particular region;
or
- terrorism or hostilities involving the United States, Canada, or international markets.

We face intense competition that may lead to downward pricing or an inability to increase prices.

The markets in which we operate are highly competitive. Competitive factors in our industry include the importance of customer loyalty, changes in market penetration, increased price competition, the introduction of new equipment, services and technology by existing and new competitors, changes in marketing, product diversity, sales and distribution capabilities and the ability to supply equipment and services to customers in a timely predictable manner. In addition, because we do not

have multi-year contractual arrangements with many of our customers, these competitive factors could cause our customers to cease renting our equipment and shift suppliers. The equipment rental market is often highly fragmented, and we believe that price is one of the primary competitive factors in the equipment rental market. The internet has enabled cost-conscious customers to more easily compare rates available from rental companies. If we try to increase our pricing, our competitors, some of whom may have greater resources and better access to capital or lower fixed operating costs, may seek to compete aggressively on the basis of pricing. In addition, our competitors may reduce prices in order to attempt to gain a competitive advantage, capture market share or compensate for declines in rental activity. To the extent we do not match or remain within a reasonable competitive margin of our competitors' pricing, our revenues and results of operations could be materially adversely affected. If competitive pressures lead us to match any of our competitors' downward pricing and we are not able to reduce our operating costs, then our margins, results of operations and cash flows could be materially adversely impacted. Additionally, our business may be affected by changes in technology that impact the competitive environment and we could be further affected if we are not able to adjust the size of our rental fleet in response to changes in demand, whether such changes are due to competition or otherwise. See the section entitled "Business—Competition" in this information statement.

A decline in our relations with our key national account or industrial account customers or the amount of equipment they rent from us could materially adversely affect our business, financial position, results of operations, prospects and cash flows.

Our business depends on our ability to maintain positive relations with our key customers. Although we have established and maintain significant long-term relationships with our key national and industrial customers, we cannot assure you that all of these relationships will continue or will not diminish in some manner. In addition, we generally do not enter into multi-year contracts with our customers, and they generally do not have an obligation to rent our equipment from us. The loss of, or a diminution in, our relationship with any of our key customers could have a material adverse effect on us. Also, revenue from customers that have accounted for significant revenue in past periods, individually or as a group, may not continue in future periods or, if continued, may not reach or exceed historical levels in any period. Further, we have no operational or financial control over our customers and have limited influence over how they conduct their businesses. If any of these customers fail to remain competitive in their respective markets or encounter financial or operational problems, our revenue and profitability may decline.

Equipment rental, especially in the construction industry, is generally a seasonal business and any occurrence that disrupts rental activity during our peak periods could materially adversely affect our liquidity, cash flows and results of operations.

Certain significant components of our expenses are fixed in the short-term, including real estate taxes, rent, insurance, utilities, maintenance and other facility-related expenses, the costs of operating our information technology systems and minimum staffing costs. Seasonal changes in our revenues do not alter those fixed expenses, typically resulting in higher profitability in periods when our revenues are higher, and lower profitability in periods when our revenues are lower. Our equipment rental business, especially in the construction industry, has historically experienced decreased levels of business from December until late spring and heightened activity during our third and fourth quarter until December. Any occurrence that disrupts rental activity during this period of heightened activity could have a disproportionately material adverse effect on our liquidity, cash flows and results of operations.

If our management is unable to accurately estimate future levels of rental activity and adjust the size and mix of our fleet accordingly, our results of operations could suffer.

Because fleet costs typically represent our single largest expense and fleet purchases are typically made weeks or months in advance of the expected use of the fleet, our business is dependent upon the ability of our management to accurately estimate future levels of rental activity and consumer preferences with respect to the mix of equipment in our fleet. To the extent we do not purchase a sufficient amount of equipment, or the right types of equipment, to meet consumer demand, we may lose revenue to our competitors. If we purchase too much equipment, our fleet utilization could be adversely affected and we may not be able to dispose of excess equipment in a timely and cost effective manner. As a result, if our management is unable to accurately estimate future levels of rental activity and determine the appropriate mix of equipment in our fleet, including because of changes in the competitive environment or economic factors outside of our control, our results of operations could suffer.

If we are unable to purchase adequate supplies of competitively priced equipment or the cost of the equipment we purchase increases, our financial condition, results of operations, liquidity and cash flows may be materially adversely affected.

Reduced or limited supplies of equipment together with increased prices are risks that we face in our equipment rental business. The cost of new equipment could increase due to increased material costs for our suppliers or other factors beyond our control. Furthermore, changes in customer demand for particular types or brands of equipment that we buy could cause certain of our existing equipment to become obsolete or less favored by our customers and require us to purchase new equipment. If we are unable to obtain an adequate supply of equipment, or if we obtain less favorable pricing and other terms when we acquire equipment and are unable to pass on any increased costs to our customers, then our financial condition, results of operations, liquidity and cash flows may be materially adversely affected.

If we are unable to collect on contracts with customers, our financial condition, results of operations, liquidity and cash flows may be materially adversely affected.

One of the reasons some of our customers find it more attractive to rent equipment than to own that equipment is the need to deploy their capital elsewhere. This has been particularly true in industries with high growth rates such as the construction industry. However, some of our customers may have liquidity issues and ultimately may not be able to fulfill the terms of their rental agreements with us. We are exposed to the credit risk of our customers, and their failure to meet their financial obligations when due because of their bankruptcy, lack of liquidity, operational failure or other reasons could result in decreased sales and earnings for us. If we are unable to manage credit risk issues adequately, or if a large number of customers should have financial difficulties at the same time, our credit losses could increase above historical levels and our financial condition, results of operations, liquidity and cash flows may be materially adversely affected. Further, delinquencies and credit losses generally would be expected to increase if there was a slowdown in the economic recovery or worsening of economic conditions.

The restatement of Hertz Holdings' previously issued financial statements has been time-consuming and expensive and could expose us to additional risks that could materially adversely affect our financial position, results of operations and cash flows.

Hertz Holdings has incurred significant expenses, including audit, legal, consulting and other professional fees and lender and noteholder consent fees, in connection with the restatement of its previously issued financial statements and the ongoing remediation of weaknesses in Hertz Holdings' internal control over financial reporting. Hertz Holdings has taken a number of steps, including adding significant internal resources and implementing a number of additional procedures, in order to strengthen the accounting function of the consolidated enterprise and attempt to reduce the risk of additional misstatements in its financial statements. In connection with the Spin-Off, HERC Holdings will inherit certain infrastructure and systems of Hertz Holdings and will receive certain transition services from New Hertz pursuant to the transition services agreement related to HERC Holdings' internal accounting and finance functions, which will impact HERC Holdings' internal control over financial reporting. To the extent the remediation of the material weaknesses in Hertz Holdings' internal control over financial reporting is not complete prior to the Spin-Off, we could be forced to incur additional time and expense to remediate any material weaknesses in our internal control over financial reporting. For further information regarding Hertz Holdings' restatements and material weaknesses, please see "Management's Discussion and Analysis of Financial Condition and Results of Operations-Internal Control Over Financial Reporting."

Hertz Holdings is also subject to a number of claims, investigations and proceedings arising out of the misstatements in its financial statements, including investigations by the New York Regional Office of the SEC and a state securities regulator. See below under "The restatement of Hertz Holdings' previously issued financial results has resulted in government investigations, books and records demands and private litigation and could result in government enforcement actions and private litigation that could have a material adverse impact on our results of operations, financial condition, liquidity and cash flows."

Hertz Holdings has identified material weaknesses in its internal control over financial reporting. HERC Holdings identified similar material weaknesses that, if not remediated prior to the Spin-Off, may adversely affect our ability to report our financial condition and results of operations in a timely and accurate manner, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.

Hertz Holdings' management is responsible for establishing and maintaining adequate internal control over its financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. During 2014 management identified material weaknesses in Hertz Holdings' internal control over financial reporting.

As a result of the material weaknesses, Hertz Holdings' management concluded that its internal control over financial reporting was not effective as of December 31, 2015. The assessment was based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. Hertz Holdings is actively engaged in remediation activities to address the material weaknesses, but its remediation efforts are not complete and are ongoing. In connection with the Spin-Off, HERC Holdings will inherit certain infrastructure and systems of Hertz Holdings and will receive certain transition services from New Hertz pursuant to the transition services agreement related to HERC Holdings' internal accounting and finance functions, which will impact HERC Holdings' internal control over financial reporting. If Hertz Holdings' remedial measures are insufficient to address the material weaknesses prior to the Spin-Off, our internal control over financial reporting may continue to have material weaknesses. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Internal Control Over Financial Reporting." In addition, we may identify additional material weaknesses or significant deficiencies in our internal controls following the Spin-Off. Any of these occurrences may materially adversely affect our ability to report our financial condition and results of operations in a timely and accurate manner. If we are unable to report our results in a timely and accurate manner, we may not be able to comply with the applicable covenants in our financing arrangements, and may be required to seek waivers or repay amounts under these financing arrangements earlier than anticipated, which could adversely impact our liquidity and financial condition. Although we will review and evaluate internal control systems to allow management to report on the sufficiency of our internal controls, we cannot assure you that we will not discover weaknesses in our internal control over financial reporting. If we identify one or more material weaknesses, we may be unable to assert that our internal controls are effective. If we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion on the effectiveness of our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which would have a material adverse effect on the price of our common stock and possibly impact our ability to obtain future financing on acceptable terms. We also may lose assets if we do not maintain adequate internal controls.

The restatement of Hertz Holdings' previously issued financial results has resulted in government investigations, books and records demands, and private litigation and could result in government enforcement actions and private litigation that could have a material adverse impact on our results of operations, financial condition, liquidity and cash flows.

Hertz Holdings has become subject to securities class action litigation relating to certain of its public disclosures. In addition, the New York Regional Office of the SEC and a state securities regulator are currently investigating the events disclosed in certain of its filings with the SEC. Hertz Holdings has already expended and expects to continue to expend significant resources investigating the claims underlying and defending this litigation and responding to the demands and investigations. HERC Holdings, as the legal successor to Hertz Holdings, will continue to be subject to any such proceedings following the Spin-Off. Moreover, following the Spin-Off, we could become subject to private litigation or investigations, or one or more government enforcement actions, arising out of the misstatements in Hertz Holdings' previously issued financial statements. While New Hertz and HERC Holdings intend to share any ultimate liability arising from proceedings of this nature pursuant to the separation and distribution agreement, we cannot estimate the potential exposure in these matters at this time, and such proceedings may require significant time and attention of our management and have a material adverse impact on our results of operations, financial condition, liquidity and cash flows. See "Relationship Between New Hertz and HERC Holdings-Agreements between New Hertz and HERC Holdings-Separation and Distribution Agreement-Sharing of Certain Liabilities. For additional discussion of these matters, see Note 13—Contingencies and Off-Balance Sheet Commitments, to the notes to our audited annual combined financial statements included elsewhere in this information statement.

Some of our suppliers of new equipment for sale may appoint additional distributors, sell directly to our customers, rent directly to our customers or unilaterally terminate our arrangements with them, which could have a material adverse effect on our financial condition, results of operations, liquidity and cash flows due to a reduction of, or inability to increase, our revenues from such operations.

We are a buyer and reseller of new equipment, parts and contractor supplies by leading, nationally-known original equipment manufacturers. Under our arrangements with these suppliers, the suppliers may appoint additional distributors, elect to sell to customers directly or unilaterally terminate their arrangements with us at any time without cause. Any such

actions could have a material adverse effect on our financial condition, results of operations, liquidity and cash flows due to a reduction of, or an inability to increase, our revenues from these operations.

Our equipment rental fleet is subject to residual value risk upon disposition, and may not sell at the prices we expect.

The market value of our equipment at the time of its disposition could be less than its estimated residual value or its depreciated value at such time. A number of factors could affect the value received upon disposition of our equipment, including:

- the market price for similar new equipment;
- wear and tear on the equipment relative to its age and the performance of preventive maintenance;
- the time of year that it is sold;
- the supply of used equipment relative to the demand for used equipment, including as a result of changes in economic conditions or conditions in the markets that we serve; and
- the existence and capacities of different sales outlets and our ability to develop and maintain different types of sales outlets.

Because we include in income from operations the difference between the sales price and the depreciated value of an item of equipment sold, a sale of equipment below its depreciated value could adversely affect our income from operations. Accordingly, our ability to reduce the size of our equipment rental fleet in the event of an economic downturn or to respond to changes in rental demand is subject to the risk of loss based on the residual value of rental equipment.

We incur maintenance and repair costs associated with our equipment rental fleet that could have a material adverse effect on our financial condition, results of operations, liquidity and cash flows in the event these costs are greater than anticipated.

As our fleet of rental equipment ages, the cost of maintaining such equipment, if not replaced within a certain period of time, and the risk of fleet equipment being out of service generally increase. Determining the optimal age at disposition for our rental equipment is subjective and requires considerable estimates by management. We have made estimates regarding the relationship between the age of our rental equipment, the maintenance and repair costs, the availability of our fleet and the market value of used equipment. If maintenance and repair costs are higher than estimated or in-service times or market values of used equipment are lower than estimated, our future financial condition, results of operations, liquidity and cash flows could be adversely affected.

We may not be successful with implementing our strategy of further reducing operating costs and our cost reduction initiatives may have adverse consequences.

We are continuing to implement initiatives to reduce our operating expenses. These initiatives may include headcount reductions, business process outsourcing, business process re-engineering, internal reorganization and other expense controls. We cannot assure you that our cost reduction initiatives will achieve any further success. Whether or not successful, our cost reduction initiatives involve significant expenses and we expect to incur further expenses associated with these initiatives, some of which may be material in the period in which they are incurred.

Even if we achieve further success with our cost reduction initiatives, we face risks associated with our initiatives, including declines in employee morale or the level of customer service we provide, the efficiency of our operations or the effectiveness of our internal controls. Any of these risks could have a material adverse impact on our results of operations, financial condition, liquidity and cash flows.

An impairment of our goodwill or our indefinite lived intangible assets could have a material non-cash adverse impact on our results of operations.

We review our goodwill and indefinite lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable and at least annually. If economic deterioration occurs, then we may be required to record charges for goodwill or indefinite lived intangible asset impairments in the future, which could have a material adverse non-cash impact on our results of operations.

Doing business in foreign countries requires us to comply with U.S. and foreign anticorruption laws, economic sanctions programs and anti-boycott regulation.

Our international operations are subject to U.S. and foreign anti-corruption laws and regulations, such as the Foreign Corrupt Practices Act (“FCPA”), economic sanction programs administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) and the anti-boycott regulations administered by the U.S. Department of Commerce’s Office of Antiboycott Compliance. As a result of doing business in foreign countries, we are exposed to a heightened risk of violating anti-corruption laws, OFAC regulations and anti-boycott regulations. The FCPA prohibits us from providing anything of value to foreign officials for the purposes of obtaining or retaining business or securing any improper business advantage. As part of our business, we have to regularly deal with foreign officials for regulatory purposes and may deal with state-owned business enterprises, the employees of which are considered foreign officials for purposes of the FCPA. In addition, the provisions of the U.K. Bribery Act 2010 (the “Bribery Act”) extend beyond bribery of foreign public officials and are more onerous than the FCPA in a number of other respects, including jurisdiction, non-exemption of facilitation payments and penalties. Some of the international locations in which we operate lack a developed legal system and have higher than normal levels of corruption. Economic sanctions programs restrict our business dealings with certain sanctioned countries and other sanctioned individuals and entities. Violations of anti-corruption laws and sanctions regulations are punishable by civil penalties, including fines, denial of export privileges, injunctions, asset seizures, debarment from government contracts and revocations or restrictions of licenses, as well as criminal fines and imprisonment. We have established policies and procedures designed to assist our compliance with applicable U.S. and foreign laws and regulations including the Bribery Act. However, there can be no assurance that our policies and procedures will effectively prevent us from violating these laws and regulations in every transaction in which we may engage, and such a violation could materially and adversely affect our reputation, business, financial condition, results of operations, prospects and cash flows. In addition, various U.S. state and municipal governments, universities and other investors maintain prohibitions or restriction on investments in companies that do business with sanctioned countries.

We may be unable to protect our trade secrets and other intellectual property rights, and our business could be harmed as a result.

We rely on trade secrets to protect our know-how and other proprietary information, including pricing, purchasing, promotional strategies, customer lists and/or suppliers lists. However, trade secrets are difficult to protect. While we believe we use reasonable efforts to protect our trade secrets, our employees, consultants, contractors or advisors may unintentionally or willfully disclose our information to competitors. In addition, confidentiality agreements, if any, executed by the foregoing persons may not be enforceable or provide meaningful protection for our trade secrets or other proprietary information in the event of unauthorized use or disclosure.

We may fail to respond adequately to changes in technology and customer demands.

In recent years our industry has been characterized by rapid changes in technology and customer demands. For example, industry participants have taken advantage of new technologies to improve fleet efficiency, decrease customer wait times and improve customer satisfaction. Our ability to continually improve our current processes and products in response to changes in technology is essential in maintaining our competitive position and maintaining current levels of customer satisfaction. We may experience technical or other difficulties that could delay or prevent the development, introduction or marketing of new products or enhanced product offerings. The effects of these risks may, individually or in the aggregate, materially adversely affect our results of operations, liquidity and cash flows.

Our business is heavily reliant upon communications networks and centralized information technology systems and the concentration of our systems creates risks for us.

We rely heavily on communication networks and information technology systems, including the internet, to accept reservations, process rental and sales transactions, manage our pricing, manage our equipment fleet, manage our financing arrangements, account for our activities and otherwise conduct our business. Such systems are subject to damage or interruption from power outages, computer and telecommunications failures, computer viruses, security breaches and natural disasters. Our reliance on these networks and systems exposes us to various risks that could cause a loss of reservations, interfere with our ability to manage our fleet, slow rental and sales processes, cause a failure to comply with our financing arrangements and otherwise materially adversely affect our ability to manage our business effectively. Our major information technology systems and accounting functions are centralized in a few locations worldwide. Any disruption, termination or substandard provision of these services, whether as the result of localized conditions (such as a fire, explosion or data

security breach), failure of our systems to function as designed or events or circumstances of broader geographic impact (such as an earthquake, storm, flood, epidemic, strike, act of war, civil unrest or terrorist act), could materially adversely affect our business by disrupting normal reservations, customer service, accounting and information technology functions or by eliminating access to financing arrangements. In connection with the Spin-Off, we will enter into a transition services agreement with New Hertz and will be reliant upon New Hertz for continued service with several information technology systems. Any disruption or poor performance of our systems could lead to lower revenues, increased costs or other material adverse effects on our results of operations.

Failure to maintain, upgrade and consolidate our information technology networks could adversely affect us.

We are continuously upgrading and consolidating our systems, including making changes to legacy systems, replacing legacy systems with successor systems with new functionality and acquiring new systems with new functionality. In particular, we, as part of the consolidated Hertz Holdings enterprise, currently have a material weakness in our internal control due, in part, to the weakness in our accounting system. In addition, we, as part of the consolidated Hertz Holdings enterprise, have decided to outsource a significant portion of our information technology services. These types of activities subject us to additional costs and inherent risks associated with outsourcing, replacing and changing these systems, including impairment of our ability to manage our business, potential disruption of our internal control structure, substantial capital expenditures, additional administration and operating expenses, retention of sufficiently skilled personnel to implement and operate the new systems, demands on management time, and other risks and costs of delays or difficulties in transitioning to outsourcing alternatives, new systems or of integrating new systems into our current systems. Our system implementations may not result in productivity improvements at a level that outweighs the costs of implementation, or at all. In addition, the implementation of our outsourcing initiatives and new technology systems may cause disruptions in our business operations and have an adverse effect on our business and operations if not anticipated and appropriately mitigated. Our competitive position may be adversely affected if we are unable to maintain systems that allow us to manage our business in a competitive manner.

We also rely heavily on our information technology staff. If we cannot meet our staffing needs in this area, we may not be able to fulfill our technology initiatives while continuing to provide maintenance on existing systems. We rely on certain software vendors to maintain and periodically upgrade many of these systems so that they can continue to support our business. The software programs supporting many of our systems were licensed to us by independent software developers. The inability of these developers or us to continue to maintain and upgrade these information systems and software programs would disrupt or reduce the efficiency of our operations if we were unable to convert to alternate systems in an efficient and timely manner. In addition, costs and potential problems and interruptions associated with the implementation of new or upgraded systems and technology, or with maintenance or adequate support of existing systems also could disrupt or reduce the efficiency of our operations. Additionally, any systems failures could impede our ability to timely collect and report financial results in accordance with applicable laws and regulations.

The misuse or theft of information we possess, including as a result of cyber security breaches, could harm our brand, reputation or competitive position and give rise to material liabilities.

We regularly possess, store and handle non-public information about individuals and businesses, including both credit and debit card information and other sensitive and confidential personal information. In addition, our customers regularly transmit confidential information to us via the internet and through other electronic means. Despite the security measures we currently have in place, our facilities and systems and those of our third-party service providers may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. Unauthorized parties also may attempt to gain access to our systems or facilities, or those of third parties with whom we do business, through fraud, trickery, or other forms of deception of our employees or contractors. Many of the techniques used to obtain unauthorized access, including viruses, worms and other malicious software programs, are difficult to anticipate until launched against a target and we may be unable to implement adequate preventative measures.

A compromise of our security systems resulting in unauthorized access to certain personal information about our customers or distributors could adversely affect our corporate reputation with our customers, distributors and others, as well as our operations, and could result in litigation against us or the imposition of penalties. Security breaches of this infrastructure can create system disruptions, shutdowns or unauthorized disclosure of confidential information. If we are unable to prevent such breaches, our operations could be disrupted, or we may suffer financial damage or loss because of lost or misappropriated information. In addition, most states have enacted laws requiring companies to notify individuals and often state authorities of data security breaches involving their personal data. These mandatory disclosures regarding a

security breach often lead to widespread negative publicity, which may cause our customers to lose confidence in the effectiveness of our data security measures. Any security breach, whether successful or not, would harm our reputation and brand, and it could cause the loss of customers. A security breach also could require that we expend significant additional resources related to our information security systems.

Our success as an independent company will depend on our ability to retain key members of our senior management team and other key personnel and attract new members of our senior management team and other key personnel.

Our ability to execute on our business plan and succeed as an independent company will depend upon the contributions of our senior management team, the members of which are relatively new to our organization, as well as other key personnel, such as our dedicated sales force. If we were to lose the services of any one or more members of our senior management team or other key personnel, whether due to death, disability, resignation or termination of employment, our ability to successfully implement our business strategy, financial plans, marketing and other objectives, could be significantly impaired. In addition, we will need to attract new members to fill those functions previously performed by employees of New Hertz. If we are unable to attract qualified employees to perform these functions, we may not be able to execute our business plan.

Our business operations are dependent upon our new senior management team and the ability of our other new employees to learn their new roles.

Within the past year, we have substantially changed our senior management team and have replaced many of the other employees performing key functions at our corporate headquarters. We have a new Chief Executive Officer who started on May 20, 2015 and many other new members of our senior management team. In addition, in connection with the transition of our corporate headquarters from Park Ridge, New Jersey to Bonita Springs, Florida, we have replaced many other employees in other key functions. As new employees gain experience in their roles, we could experience inefficiencies or a lack of business continuity due to loss of historical knowledge and a lack of familiarity of new employees with business processes, operating requirements, policies and procedures, some of which are new, and key information technologies and related infrastructure used in our day-to-day operations and financial reporting and we may experience additional costs as new employees learn their roles and gain necessary experience. It is important to our success that these key employees quickly adapt to and excel in their new roles. If they are unable to do so, our business and financial results could be materially adversely affected.

We may face issues with our union employees.

Labor contracts covering the terms of employment of approximately 250 employees in the U.S. and 170 employees in Canada are presently in effect under approximately 20 active contracts with local unions, affiliated primarily with the International Brotherhood of Teamsters and the International Union of Operating Engineers. These contracts are renegotiated periodically. Failure to negotiate a new labor agreement when required could result in a work stoppage. Although we believe that our labor relations have generally been good, it is possible that we could become subject to additional work rules imposed by agreements with labor unions, or that work stoppages or other labor disturbances could occur in the future. In addition, our non-union workforce has been subject to unionization efforts in the past, and we could be subject to future unionization, which could lead to increases in our operating costs and/or constraints on our operating flexibility.

Part of our strategy includes pursuing strategic transactions, which could be difficult to identify and implement, and could disrupt our business or change our business profile significantly.

Over the past several years, we have completed a number of acquisitions, serving a number of different markets. We have and may opportunistically consider the acquisition of other companies or service lines of other businesses that either complement or expand our existing business, or we may consider the divestiture of some of our businesses. We may consider and make acquisitions or divestitures both in countries in which we currently operate and elsewhere. Any acquisitions we may seek to consummate will be subject to the negotiation of definitive agreements, satisfactory financing arrangements and applicable governmental approvals and consents, including under applicable antitrust laws, such as the Hart-Scott-Rodino Act. We cannot assure you that we will be able to identify suitable transactions and, even if we are able to identify such transactions, that we will be able to consummate any such acquisitions or divestitures. Any future acquisitions or divestitures we pursue may involve a number of risks, including, but not limited to, some or all of the following:

- the diversion of management's attention from our core businesses;

- the disruption of our ongoing business;
- inaccurate assessment of undisclosed liabilities;
- potential known and unknown liabilities of the acquired businesses and limitations of seller indemnities;
- entry into markets in which we have limited or no experience, including geographies in which we have not previously operated;
- the inability to integrate our acquisitions without substantial costs, delays or other problems, which may be complicated by the breadth of our international operations;
- the incorporation of acquired service lines into our business;
- the failure to realize expected synergies and cost savings;
- the loss of key employees or customers of the acquired or divested business;
- increasing demands on our operational systems;
- the integration of information systems and internal controls;
- and
- possible adverse effects on our reported operating results or financial position, particularly during the first several reporting periods after the acquisition is completed.

Any acquired entities or assets may not enhance our results of operations. Even if we are able to integrate future acquired businesses with our operations successfully, we cannot assure you that we will realize the cost savings, synergies or revenue enhancements that we anticipate from such integration or that we will realize such benefits within the expected time frame. Any acquisition also may cause us to assume liabilities, record goodwill and other intangible assets that will be subject to impairment testing and potential impairment charges, incur significant restructuring charges and increase working capital and capital expenditure requirements, which may reduce our return on invested capital.

If we were to undertake a substantial acquisition, the acquisition likely would need to be financed in part through additional financing from banks, through public offerings or private placements of debt or equity securities or with other arrangements. We cannot assure you that the necessary acquisition financing would be available to us on acceptable terms if and when required, particularly because we expect to incur a substantial amount of indebtedness in connection with the Spin-Off and the terms of that indebtedness may limit the acquisitions we may pursue, which may make it difficult or impossible for us to secure financing for acquisitions. If we were to undertake an acquisition by issuing equity securities or equity-linked securities, the acquisition may have a dilutive effect on the interests of the holders of our common stock.

A significant divestiture could require the amendment or refinancing of our outstanding indebtedness or a portion thereof.

Some or all of our deferred tax assets could expire if we experience an "ownership change" as defined in Section 382 of the Code.

An "ownership change" could limit our ability to utilize tax attributes, including net operating losses, capital loss carryovers, excess foreign tax carry forwards, and credit carryforwards, to offset future taxable income. As of March 31, 2016, Hertz Holdings, on a consolidated basis, had U.S. federal net operating loss carryforwards of approximately \$4.1 billion (which begin to expire in 2030). Following the Spin-Off, the net operating loss carryforwards will be split between HERC Holdings and New Hertz pursuant to the regulations promulgated under Section 1502 of the Code. Our ability to use such tax attributes to offset future taxable income and tax liabilities may be significantly limited if we experience an "ownership change" as defined in Section 382(g) of the Code. In general, an ownership change will occur when the percentage of HERC Holdings, Inc.'s ownership (by value) of one or more "5-percent shareholders" (as defined in the Code) has increased by more than 50 percentage points over the lowest percentage of stock owned by such shareholders at any time during the prior three years (calculated on a rolling basis). An entity that experiences an ownership change generally should be subject to an annual limitation on its pre-ownership change tax loss carryforward equal to the equity value of the corporation immediately before the ownership change, multiplied by the long-term, tax-exempt rate posted monthly by the IRS (subject to certain adjustments). The annual limitation accumulates each year to the extent that there is any unused limitation from a prior year. The limitation on our ability to utilize tax losses and credit carryforwards arising from an ownership change under Section 382 depends on the value of our equity at the time of any ownership change. If we were to

experience an "ownership change," it is possible that a significant portion of our tax loss carryforwards could expire before we would be able to use them to offset future taxable income. Many states adopt the federal section 382 rules and therefore have similar limitations with respect to state tax attributes.

We may experience fluctuations in our tax obligations and effective tax rate.

We are subject to taxes in the United States and numerous international jurisdictions. We record tax expense based on our estimates of future tax payments, which include reserves for estimates of probable settlements of international and domestic tax audits. At any one time, many tax years are subject to audit by various taxing jurisdictions. The results of these audits and negotiations with taxing authorities may affect the ultimate settlement of these issues. As a result, we expect that throughout the year there could be ongoing variability in our quarterly tax rates as taxable events occur and exposures are re-evaluated. Further, our effective tax rate in a given period may be materially impacted by changes in the mix and level of earnings by taxing jurisdiction or by changes to existing accounting rules or regulations.

Changes to accounting rules or regulations may adversely affect our financial position and results of operations.

Changes to existing accounting rules or regulations may impact our future results of operations and our ability to comply with covenants under our credit agreements or cause the perception that we have substantially increased liabilities. In addition, new accounting rules or regulations and varying interpretations of existing accounting rules or regulations may be adopted in the future. For instance, accounting regulatory authorities have adopted a rule that requires lessees to capitalize operating leases in their financial statements. This new rule requires us to record operating lease obligations on our balance sheet and make other changes to our financial statements. This and other future changes to accounting rules or regulations could adversely affect our financial position, results of operations and liquidity.

We are exposed to a variety of claims and losses arising from our operations, and our insurance may not cover all or any portion of such claims. We also may be unable to renew our insurance policies under equivalent terms and conditions, including as a result of the Spin-Off.

We are exposed to a variety of claims arising from our operations, including (i) claims by third parties for injury or property damage arising from the operation of our equipment or acts or omissions of our personnel and (ii) workers' compensation claims. We are currently a defendant in numerous actions and have received numerous claims on which actions have not yet been commenced for public liability and property damage arising from the operation of equipment rented from us. We also are exposed to risk of loss from damage to our equipment and resulting business interruption. Our responsibility for such claims and losses is increased when we waive the provisions in certain of our rental contracts that hold a renter responsible for damage or loss under an optional loss or damage waiver that we offer. Following the Spin-Off, we will mitigate our exposure to large liability losses arising from such claims by maintaining general liability, workers' compensation and vehicle liability insurance coverage through unaffiliated carriers in such amounts as we deem adequate in light of the respective hazards, where such insurance is available on commercially reasonable terms. We will self-insure against losses associated with other risks not covered by these insurance policies. For example, we will be self-insured for group medical claims, though we will maintain "stop loss" insurance to protect ourselves from any one group medical claim loss exceeding a threshold amount, where such insurance is available on commercially reasonable terms.

These insurance policies often contain exclusions for certain types of claims, including those for punitive damages or arising from intentional misconduct. Moreover, in the event that insurance coverage does apply, we will bear a portion of the associated losses through the application of deductibles, self-retentions and caps in the insurance policies. For a company our size, such deductibles or self-retentions could be substantial. There is also no assurance that insurance policies of these types will be available for purchase or renewal on commercially reasonable terms, or at all, or that the premiums and deductibles under such policies will not substantially increase, including as a result of market conditions in the insurance industry or a possible loss of purchasing power following the Spin-Off as discussed below under "--Risks Related to the Spin-Off and Our Separation from New Hertz-We may experience increased costs resulting from a decrease in purchasing power as a result of our separation from New Hertz."

If we were to incur one or more liabilities that are significant, individually or in the aggregate, and that are not fully insured, that we self-insure against or that our insurers dispute, it could have a material adverse effect on our financial condition. Even with adequate insurance coverage, we still may experience a significant interruption to our operations as a result of third party claims or other losses arising from our operations. See "Business—Insurance and Risk Management"

and Note 13—Contingencies and Off-Balance Sheet Commitments, to the audited combined financial statements included in this information statement.

Environmental, health, and safety laws and regulations and the costs of complying with them, or any liability or obligation imposed under them, could materially adversely affect our financial position, results of operations or cash flows.

Our operations are subject to numerous national, state and local laws and regulations governing environmental protection and occupational health and safety matters. These laws govern such issues as wastewater, storm water, solid and hazardous wastes and materials, air quality and matters of workplace safety. Under these laws and regulations, we may be liable for, among other things, the cost of investigating and remediating contamination at our sites as well as sites to which we sent hazardous wastes for disposal or treatment regardless of fault, and also fines and penalties for non-compliance. We use hazardous materials to clean and maintain equipment, dispose of solid and hazardous waste and wastewater from equipment washing, and store and dispense petroleum products from storage tanks at certain of our locations.

Based on the conditions currently known to us, we do not believe that any pending or likely remediation and compliance costs will have a material adverse effect on our business. We cannot be certain, however, as to the potential financial impact on our business if new adverse environmental, health, or safety conditions are discovered, or environmental, health, and safety requirements become more stringent. If we are required to incur environmental, health, or safety compliance or remediation costs that are not currently anticipated by us, our financial position, results of operations or cash flows could be materially adversely affected, depending on the magnitude of the cost. See the section entitled “Business—Environmental, Health, and Safety Matters and Governmental Regulation.”

The U.S. Congress and other legislative and regulatory authorities in the United States and internationally have considered, and likely will continue to consider, numerous measures related to climate change, greenhouse gas emissions and other laws and regulations affecting our end markets, such as oil, gas and other natural resource extraction. Should such laws and regulations become effective, demand for our services could be affected, our fleet and/or other costs could increase and our business could be materially adversely affected.

Our foreign operations expose us to risks that may materially adversely affect our financial position, results of operations, liquidity and cash flows.

We currently operate in a number of foreign countries. Operating in different countries exposes us to varying risks, which include: (i) multiple, and sometimes conflicting, foreign regulatory requirements and laws that are subject to change and can be much different than the domestic laws in the United States, including laws relating to taxes, insurance rates, insurance products, consumer privacy, data security, employment matters, cost and fee recovery, and the protection of our trademarks and other intellectual property; (ii) the effect of foreign currency translation risk, as well as limitations on our ability to repatriate income; (iii) varying tax regimes, including consequences from changes in applicable tax laws; (iv) local ownership or investment requirements, as well as difficulties in obtaining financing in foreign countries for local operations; and (v) political and economic instability, natural calamities, war, and terrorism.

In addition, because a portion of our operations are outside the United States, we are subject to limitations on our ability to repatriate funds to the United States. These limitations arise from regulations in certain countries that limit our ability to remove funds from or transfer funds to foreign subsidiaries, as well as from tax liabilities that would be incurred in connection with such transfers. The effects of these risks may, individually or in the aggregate, materially adversely affect our results of operations, liquidity, cash flows and ability to diversify internationally.

Adverse weather conditions could have a material adverse effect on our business, financial condition, results of operations, prospects and cash flows.

Unusually prolonged periods of cold, rain, blizzards, hurricanes or other severe weather patterns could delay, halt or postpone renovation and construction activity leading to reduced revenues in the seasonally high rental sales months. An unusually severe or prolonged winter also can lead to reduced construction and exacerbate the seasonal decline in our sales, cash flows from operations and results of operations.

Changes in the legal and regulatory environment that affect our operations, including laws and regulations relating to taxes, consumer rights, privacy, data security and employment matters could disrupt our business, increase our expenses or otherwise have a material adverse effect on our results of operations.

Our operations also expose us to a host of other national, state, local and foreign laws and regulations, in addition to legal, regulatory and contractual requirements we face as a government contractor. These laws and regulations address multiple aspects of our operations, such as taxes, consumer rights, privacy, data security and employment matters and also may impact other areas of our business. There are often different requirements in different jurisdictions. Changes in government regulation of our businesses have the potential to materially alter our business practices or our profitability. Depending on the jurisdiction, those changes may come about through new legislation, the issuance of new laws and regulations or changes in the interpretation of existing laws and regulations by a court, regulatory body or governmental official. Sometimes those changes may have not just prospective but also retroactive effect; this is particularly true when a change is made through reinterpretation of laws or regulations that have been in effect for some time. Moreover, changes in regulation that may seem neutral on their face may have either more or less impact on us than on our competitors, depending on the circumstances. Changes in these requirements, or any material failure by our operations to comply with them, could negatively impact our reputation, reduce our business, require significant management time and attention and generally otherwise adversely affect our consolidated financial position, results of operations or cash flows.

Future decreases in federal, state, provincial, local or foreign spending may have a material adverse effect on our results of operations.

Some of our customers provide services to federal, state, provincial, local or foreign government entities and agencies. Often such customers require equipment rental for a variety of projects, including construction or infrastructure improvement projects. If government entities and agencies reduce spending or allocate future funding in a manner which results in fewer construction or infrastructure improvement projects, then our customers may no longer require equipment rental to complete projects. Our ability to affect or otherwise change any government entity's spending policies is limited. A prolonged decrease in such government spending may have a material adverse effect on our results of operations.

Risks Related to Our Substantial Indebtedness

The substantial level of indebtedness we expect to incur in connection with the Spin-Off could materially adversely affect our financial condition and ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry or materially adversely affect our results of operations, cash flows, liquidity and ability to compete in our industry.

After giving effect to the Pro Forma Transactions (as defined in "Unaudited Pro Forma Condensed Combined Financial Information"), including the related financing transactions, we expect our total debt to be approximately \$[] million. See "Unaudited Pro Forma Condensed Combined Financial Information" and "Description of Certain Indebtedness." Our substantial indebtedness could materially adversely affect us. For example, it could: (i) make it more difficult for us to satisfy our obligations to the holders of our outstanding debt securities and to the lenders under our various credit facilities, resulting in possible defaults on, and acceleration or early amortization of, such indebtedness; (ii) be difficult to refinance or borrow additional funds in the future; (iii) require us to dedicate a substantial portion of our cash flows from operations and investing activities to make payments on our debt, which would reduce our ability to fund working capital, capital expenditures or other general corporate purposes; (iv) increase our vulnerability to general adverse economic and industry conditions (such as credit-related disruptions), including interest rate fluctuations, because a portion of our borrowings are expected to be at floating rates of interest and are not hedged against rising interest rates, and the risk that one or more of the financial institutions providing commitments under our revolving credit facilities fails to fund an extension of credit under any such facility, due to insolvency or otherwise, leaving us with less liquidity than expected; (v) place us at a competitive disadvantage to our competitors that have proportionately less debt or comparable debt at more favorable interest rates or on better terms; and (vi) limit our ability to react to competitive pressures, or make it difficult for us to carry out capital spending that is necessary or important to our growth strategy and our efforts to improve operating margins. While the terms of the agreements and instruments governing our indebtedness contain certain restrictions upon our ability to incur additional indebtedness, they do not fully prohibit us from incurring substantial additional indebtedness and do not prevent us from incurring obligations that do not constitute indebtedness. If new debt or other obligations are added to our current liability levels without a corresponding refinancing or redemption of our existing indebtedness and obligations, these risks would increase.

Our ability to manage these risks will depend, among other things, on financial market conditions as well as our financial and operating performance, which, in turn, is subject to a wide range of risks, including those described under "—Risks Related to Our Business."

If our capital resources (including borrowings under financing arrangements that we expect to enter into in connection with the Spin-Off and access to other refinancing indebtedness) and operating cash flows are not sufficient to pay our obligations as they mature or to fund our liquidity needs, we may be forced, among other things, to do one or more of the following: (i) sell certain of our assets; (ii) reduce the size of our equipment rental fleet; (iii) reduce or delay capital expenditures; (iv) obtain additional equity capital; (v) forgo business opportunities, including acquisitions and joint ventures; or (vi) restructure or refinance all or a portion of our debt on or before maturity.

We cannot assure you that we would be able to accomplish any of these alternatives on a timely basis or on satisfactory terms, if at all. Furthermore, we cannot assure you that we will maintain financing activities and cash flows sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness. If we cannot refinance or otherwise pay our obligations as they mature and fund our liquidity needs, our business, financial condition, results of operations, cash flows, liquidity, ability to obtain financing and ability to compete in our industry could be materially adversely affected.

Substantially all of our consolidated assets are expected to secure certain of our indebtedness expected to be incurred in connection with the Spin-Off, which could materially adversely affect our debt and equity holders and our business.

Substantially all of our consolidated assets, including our equipment rental fleet, are expected to be subject to security interests under the financing arrangements that we expect to enter into in connection with the Spin-Off. As a result, the lenders under those financing arrangements would have a secured claim on such assets in the event of our bankruptcy, insolvency, liquidation or reorganization, and we may not have sufficient funds to pay in full, or at all, all of our creditors or make any amount available to holders of our equity. The same is true with respect to structurally senior obligations. In general, all liabilities and other obligations of a subsidiary must be satisfied before the assets of such subsidiary can be made available to the unsecured or junior creditors (or equity holders) of the parent entity.

Because substantially all of our assets are expected to be encumbered under financing arrangements, our ability to incur additional secured indebtedness or to sell or dispose of assets to raise capital may be impaired, which could have a material adverse effect on our financial flexibility and force us to attempt to incur additional unsecured indebtedness, which may not be available to us.

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

A significant portion of our anticipated indebtedness is expected to bear interest at floating rates. As a result, to the extent we have not hedged against rising interest rates, an increase in the applicable benchmark interest rates would increase our cost of servicing our debt and could materially adversely affect our liquidity and results of operations.

In addition, we may in the future seek to refinance our indebtedness. If interest rates or our borrowing margins increase between the time an existing financing arrangement was consummated and the time such financing arrangement is refinanced, the cost of servicing our debt would increase and our liquidity and results of operations could be materially adversely affected.

Despite our current and anticipated level of indebtedness, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks to our financial condition described above.

We and our subsidiaries may be able to incur significant additional indebtedness in the future. Although the financing arrangements that we expect to enter into in connection with the Spin-Off may contain restrictions on the incurrence of additional indebtedness, these restrictions would be subject to a number of qualifications and exceptions, and the additional indebtedness incurred in compliance with these restrictions could be substantial. These restrictions also will not prevent us from incurring obligations that do not constitute indebtedness. If new debt is added to our current and anticipated debt levels, the related risks that we and the guarantors of such debt face could intensify.

Risks Related to the Spin-Off and Our Separation from New Hertz

HERC Holdings has no operating history as a stand-alone public company, and our historical and pro forma financial information is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the “accounting successor” to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented.

Due to this accounting treatment of the Spin-Off, our historical and pro forma financial information included in this information statement is derived from the consolidated financial statements and accounting records of Hertz Holdings. Accordingly, the historical and pro forma financial information included herein do not necessarily reflect the results of operations, financial position and cash flows that we would have achieved as a separate, publicly traded company during the periods presented or those that we will achieve in the future primarily as a result of the following factors:

- Prior to the Spin-Off, our equipment rental business was operated by Hertz Holdings as part of its broader corporate organization, rather than as an independent company. Hertz Holdings or one of its affiliates performed various corporate functions for us, including, but not limited to, accounting, auditing, corporate affairs, external reporting, human resources, information technology, legal services, risk management, tax administration, treasury, and certain governance functions (including internal audit and compliance with the Sarbanes-Oxley Act), many of which functions may be performed by Hertz or one of its affiliates for us on a transitional basis pursuant to the transition services agreement entered into in connection with the Spin-Off. Our historical and pro forma financial results reflect allocations of corporate expenses for these and similar functions. These allocations may be less than the comparable expenses we believe we would have incurred had we operated as a separate public company.
- Currently, our equipment rental business is integrated with the car rental business of Hertz Holdings, which will be operated by New Hertz following the Spin-Off. Historically, we have shared economies of scale in costs, employees, vendor relationships and customer relationships. The loss of these benefits could have a material adverse effect on our cash flows, financial position and results of operations following the completion of the Spin-Off.
- Generally, our working capital requirements and capital for our general corporate purposes, including acquisitions, research and development and capital expenditures, have historically been satisfied as part of the enterprise-wide cash management policies of Hertz Holdings. Following the completion of the Spin-Off, we may need to obtain additional financing from banks, through public offerings or private placements of debt or equity securities, strategic relationships or other arrangements. The cost of capital for our business may be higher than Hertz Holdings’ cost of capital prior to the Spin-Off.

Other significant changes may occur in our cost structure, management, financing, risk profile and business operations as a result of operating as a public company separate from New Hertz. The adjustments and allocations we have made in preparing our historical and pro forma combined financial statements may not appropriately reflect our operations during those periods as if we had in fact operated as a stand-alone entity, or what the actual effect of our separation from New Hertz will be.

We will incur significant charges in connection with the Spin-Off and incremental costs as a stand-alone public company.

We will need to replicate or replace certain functions, systems and infrastructure to which we will no longer have the same access after the Spin-Off. We also may need to make investments or hire additional employees to operate without the same access to Hertz Holdings’ existing operational and administrative infrastructure. These initiatives may be costly to

implement. Due to the scope and complexity of the underlying projects relative to these efforts, the amount of total costs could be materially higher than our estimate, and the timing of the incurrence of these costs is subject to change.

In connection with the Spin-Off, we will enter into a transition services agreement with New Hertz that will govern certain commercial and other relationships between New Hertz and us after the separation, including New Hertz's or one of its affiliate's provision of certain important corporate functions to us on a transitional basis. Under the transition services agreement, we will be able to use these services for a fixed term not to exceed two years established on a service-by-service basis and will pay New Hertz fees for such services, which will be based on the provider's allocated costs of providing such services, and may include a mark-up for certain services. Because the transition services agreement was negotiated in the context of a parent-subsidary relationship (i.e., between Hertz Holdings and New Hertz prior to the Spin-Off), the terms of the agreement may be more or less favorable to us than those that would be agreed to by parties bargaining at arm's length for similar services and the fees charged for the services may be higher or lower than the costs reflected in the allocations in our historical and pro forma financial results. In addition, while services under the transition services agreement are being provided to us by New Hertz or its affiliates, our operational flexibility to modify or implement changes with respect to such services or the amounts we pay for them will be limited. Additionally, our ability to obtain replacement services if New Hertz fails to perform its obligations under the transition services agreement may be limited. For more information on the transition services agreement, see "Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Transition Services Agreement."

The transitional arrangements set forth in the transition services agreement may not fully capture the benefits our business has enjoyed as a result of being integrated with the car rental business of Hertz Holdings. Additionally, following termination or expiration of the agreement, we may not be able to replace these services or enter into appropriate third-party agreements on terms and conditions, including cost and quality of service, comparable to those that we will receive from New Hertz or its affiliates under the transition services agreement. If we do not have our own adequate systems and business functions in place to replace these services, or are unable to obtain them from other providers, we may not be able to operate our business effectively or at comparable costs, which could have a material adverse effect on our cash flows, financial position and results of operations.

We may experience increased costs resulting from a decrease in purchasing power as a result of our separation from New Hertz.

Historically, we have been able to take advantage of Hertz Holdings' size and purchasing power in procuring goods, technology and services, including, among other things, insurance, employee benefit support and audit services. As a separate public company, we will be a smaller and less geographically diversified company than Hertz Holdings, and we may not have access to financial and other resources comparable to those available to Hertz Holdings prior to the Spin-Off. As a separate, stand-alone company, we may be unable to obtain goods, technology and services at prices and on terms as favorable as those available to us prior to the Spin-Off, which could have a material adverse effect on our business, financial condition and results of operations.

Moreover, our separation from New Hertz in connection with the Spin-Off may cause some of our existing agreements and licenses to be terminated. We cannot predict with certainty the effect that the Spin-Off and our separation from New Hertz will have on our business, our clients, our employees, our vendors or other persons.

The assets and resources that we retain in connection with the Spin-Off may not be sufficient for us to operate as a stand-alone company, and we may experience difficulty in separating our assets and resources from New Hertz.

Because we have not operated as an independent company in the past, we will need to acquire assets and/or resources in addition to those that we retain in connection with the Spin-Off. We also may face difficulty in separating our assets from those being transferred to or maintained by New Hertz, as contemplated by the separation and distribution agreement to be entered into in connection with the Spin-Off, and in integrating newly acquired assets and/or resources into our business, despite certain assistance with such integration to be provided to us pursuant to the transition services agreement. Our business, financial condition and results of operations could be harmed if we fail to acquire assets and/or resources important to our operations or if we incur unexpected costs in separating our assets from New Hertz's assets or integrating newly acquired assets and/or resources.

We will assume and share with New Hertz responsibility for certain liabilities in connection with the Spin-Off, any of which could have a material adverse effect on our business, financial condition and results of operations.

Pursuant to the separation and distribution agreement to be entered into in connection with the Spin-Off between Hertz Holdings and New Hertz, which will in part govern our relationship with New Hertz following the Spin-Off, HERC Holdings will assume, among other things, liabilities associated with its equipment rental business and related assets, whether such liabilities arise prior to or subsequent to the Spin-Off, and will be responsible for a portion of certain shared liabilities not otherwise specifically allocated to us or New Hertz under the separation and distribution agreement. Furthermore, HERC Holdings will agree to indemnify New Hertz for any losses (or its proportionate share of such losses) arising from such liabilities, as well as any other liabilities of HERC Holdings assumed pursuant to the separation and distribution agreement. The amount of such liabilities could be greater than anticipated and have a material adverse effect on our business, financial condition and results of operations. See “Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Separation and Distribution Agreement.”

As a result of our separation from New Hertz in connection with the Spin-Off, we will lose Hertz’s brand and reputation.

Our primary operating subsidiary, HERC, operates under the name “Hertz Equipment Rental Corporation,” in addition to conducting operations using the “HERC” name. We believe the association with Hertz has contributed to our building relationships with our customers due to Hertz’s globally recognized brand and perceived high-quality car and equipment rental products. In connection with the Spin-Off, Hertz Holdings will be renamed “Herc Holdings Inc.” We also expect to rename HERC “Herc Rentals Inc.” and that it will continue to utilize the “HERC” name as part of its Herc Rentals brand, except in Canada, where we are involved in litigation regarding the ownership of the name HERC, and will continue to be known as Hertz Equipment Rental Corporation. We cannot predict with certainty how our new Herc Rentals brand will be received in the marketplace. Although Hertz Holdings and New Hertz will enter into an intellectual property agreement pursuant to which, among other things, we will be granted a license to continue to use certain intellectual property associated with the Hertz brand, this licensing arrangement will only be effective for a limited period of four years to allow us to transition to our new brand. The loss of Hertz’s brand and reputation could adversely affect our ability to attract and retain customers to the extent our new brand is not accepted in the marketplace, which could result in reduced equipment rental and other revenues.

The Spin-Off may adversely affect our business, and we may not achieve some or all of the expected benefits of the Spin-Off.

We may not be able to achieve the full strategic and financial benefits expected to result from our separation from New Hertz, or such benefits may be delayed or not occur at all. These benefits include the following:

- improving strategic planning, increasing management focus and streamlining decision-making by providing the flexibility to implement our strategic plan and to respond more effectively to different customer needs and the changing economic environment;
- allowing us to adopt the capital structure, investment policy and dividend policy best suited to our financial profile and business needs, as well as resolving the current competition for capital among Hertz Holdings’ businesses;
- creating an independent equity structure that will facilitate our ability to effect future acquisitions utilizing our common stock; and
- facilitating incentive compensation arrangements for employees more directly tied to the performance of our business, and enhancing employee hiring and retention by, among other things, improving the alignment of management and employee incentives with performance and growth objectives.

We may not achieve the anticipated benefits of the Spin-Off for a variety of reasons. There also can be no assurance that the Spin-Off will not adversely affect our business.

If, following the completion of the Spin-Off, there is a determination that any of the Spin-Offs is taxable for U.S. federal income tax purposes because the facts, assumptions, representations or undertakings underlying the IRS private letter ruling or tax opinions are incorrect or for any other reason, then HERC Holdings and its stockholders could incur significant U.S. federal income tax liabilities and New Hertz could incur significant liabilities.

Completion by Hertz Holdings of the Spin-Off is conditioned on, among other things, the absence of revocation or modification in any material respect of the private letter ruling that Hertz Holdings received from the IRS to the effect that, subject to the accuracy of and compliance with certain representations, assumptions and covenants, (i) the Spin-Off will qualify as a tax-free transaction under Sections 355 and 368(a)(1)(D) of the Code, and (ii) the internal spin-off transactions will qualify as tax free under Section 355 of the Code. A private letter ruling from the IRS generally is binding on the IRS. The favorable IRS ruling has been received by Hertz Holdings; however, the IRS ruling does not rule that the Spin-Offs satisfy every requirement for a tax-free spin-off, and Hertz Holdings will rely solely on the opinions of tax advisors described below to determine that such additional requirements are satisfied. It is a condition to the Spin-Off that Hertz Holdings receive opinions of KPMG LLP and Debevoise & Plimpton LLP, tax advisors to Hertz Holdings, to the effect that the Spin-Offs will qualify as transactions that are described in Section 355 of the Code. The ruling and the opinions will rely on certain facts, assumptions, representations and undertakings from Hertz Holdings and New Hertz regarding the past and future conduct of the companies' respective businesses and other matters. If any of these facts, assumptions, representations or undertakings are incorrect or not otherwise satisfied and the Spin-Off occurs, HERC Holdings, its affiliates and its stockholders may not be able to rely on the ruling or the opinions of tax advisors and could be subject to significant tax liabilities. Notwithstanding the private letter ruling and opinions of tax advisors, the IRS could determine on audit that the Spin-Offs and related transactions are taxable if it determines that any of these facts, assumptions, representations or undertakings are not correct or have been violated or if it disagrees with the conclusions in the opinions that are not covered by the private letter ruling, or for other reasons, including as a result of certain significant changes in the stock ownership of HERC Holdings or New Hertz after the Spin-Off. If the Spin-Offs or related transactions are determined to be taxable for U.S. federal income tax purposes, HERC Holdings and its stockholders could incur significant U.S. federal income tax liabilities, including taxation on the value of the New Hertz common stock received in the Spin-Off, and New Hertz could incur significant liabilities. See "The Spin-Off—Material U.S. Federal Income Tax Consequences of the Spin-Offs."

If either HERC Holdings or New Hertz takes or fails to take actions that cause the Spin-Offs to fail to qualify as tax-free transactions, the party that causes the Spin-Offs to be taxable will be required to indemnify the other for any resulting taxes and related losses.

Under the tax matters agreement between Hertz Holdings and New Hertz, if either HERC Holdings or New Hertz takes or fails to take any action (or permits any of its affiliates to take or fail to take any action) that causes the Spin-Offs to be taxable, or if there is an acquisition of the equity securities or assets of either party (or equity securities or assets of any member of that party's group) that causes the Spin-Offs to be taxable, that party will be required to indemnify the other party for any resulting taxes and related losses.

If any of the Spin-Offs were taxable to any of the applicable companies, such companies would recognize gain equal to the excess, if any, of the fair market value of the stock distributed over the tax basis in that stock, and HERC Holdings and its affiliates would have to pay tax on that gain. The amount of tax would be substantial, and the party causing the Spin-Offs to be taxable may not have sufficient financial resources to operate its business after paying any resulting taxes and related losses. For a more detailed description of the sharing of tax liabilities between HERC Holdings and New Hertz, see "Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Tax Matters Agreement."

The ability of HERC Holdings and New Hertz to engage in financings and acquisitions and other strategic transactions using equity securities is subject to limitations because of the U.S. federal income tax requirements for a tax-free distribution.

Current tax law generally creates a presumption that the Spin-Off would be taxable to HERC Holdings (but not to its stockholders) if either HERC Holdings or New Hertz engages in, or enters into an agreement to engage in, a transaction that would result in a fifty percent (50%) or greater change (by vote or by value) in stock ownership during the four-year period beginning on the date that begins two years before the distribution date, unless it is established that the transaction is not pursuant to a plan or series of transactions related to the Spin-Off.

To preserve the tax-free treatment of the Spin-Off, under the tax matters agreement between Hertz Holdings and New Hertz, each of HERC Holdings and New Hertz will be subject to restrictions (including restrictions on share issuances and redemptions, business combinations, sales of assets and similar transactions) that are designed to preserve the tax-free status of the Spin-Off. These restrictions may prevent HERC Holdings and New Hertz from entering into transactions that might be advantageous to them, such as issuing equity securities to satisfy financing needs or acquiring businesses or assets

by issuing equity securities. Many of HERC Holdings' and New Hertz's competitors are not subject to similar restrictions, and therefore may have a competitive advantage over HERC Holdings and New Hertz in this regard.

HERC Holdings and New Hertz could incur significant tax liability if the other party fails to pay the tax liabilities attributable to it under the tax matters agreement.

Under U.S. federal income tax laws, HERC Holdings and New Hertz (or certain of its subsidiaries) are jointly and severally liable for Hertz Holdings' federal income taxes attributable to certain periods prior to or including the taxable year of Hertz Holdings during which the Spin-Off occurs. Although the tax matters agreement allocates responsibility for tax liabilities between HERC Holdings and New Hertz, if either HERC Holdings or New Hertz fails to pay the taxes for which it is responsible under the tax matters agreement, the other party may be liable for these unpaid liabilities. Certain other jurisdictions may have similar rules. For a discussion of the tax matters agreement, please see "Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Tax Matters Agreement."

The Spin-Off may be challenged by creditors as a fraudulent transfer or conveyance.

If, under relevant federal and state fraudulent transfer and conveyance statutes, in a bankruptcy or reorganization case or a lawsuit by or on behalf of unpaid creditors of HERC Holdings, a court were to find that, at the time that HERC Holdings undertook the Spin-Off and related transactions:

- the Spin-Off and related transactions were undertaken with the intent of hindering, delaying or defrauding current or future creditors, or HERC Holdings received less than reasonably equivalent value or fair consideration in connection with the Spin-Off and related transactions; and
- HERC Holdings:
 - was insolvent, or was rendered insolvent, by reason of the completion of the Spin-Off and related transactions,
 - was engaged, or about to engage, in a business or transaction for which its assets constituted unreasonably small capital,
 - intended to incur, or believed that it would incur, debts beyond its ability to pay as such debts matured, or
 - was a defendant in an action for money damages, or had a judgment for money damages docketed against it if, in either case, after final judgment the judgment was unsatisfied,

the court could rescind the Spin-Off or require HERC Holdings or New Hertz, as the case may be, to fund liabilities of the other for the benefit of creditors.

The measure of insolvency for purposes of the foregoing considerations will vary depending upon the law of the jurisdiction that is being applied in the relevant legal proceeding. Generally, however, HERC Holdings would be considered insolvent if, at the time that HERC Holdings undertook the Spin-Off and related transactions, either:

- the sum of its debts, including contingent liabilities, is greater than its assets, at a fair valuation;
or
- the present fair saleable value of its assets is less than the amount required to pay the probable liability on its total existing debts and liabilities, including contingent liabilities, as they become absolute and matured.

We cannot give you any assurance as to what standards a court would use to determine whether HERC Holdings was solvent at the relevant time, or whether, whatever standard was used, the Spin-Off would be rescinded or other liabilities would be imposed on either HERC Holdings or New Hertz, as the case may be, on another of the grounds described above. We believe that no basis exists to challenge the Spin-Off as a fraudulent transfer or conveyance under the foregoing standards. However, in reaching such conclusion we have relied upon the advice of our third party advisors and our analysis of internal cash flow projections, which, among other things, assume that we will in the future realize certain price and volume increases and favorable changes in business mix, and estimated values of assets and liabilities. We cannot assure you, however, that a court would reach the same conclusion.

If the Spin-Off is not a legal dividend, it could be held invalid by a court and have a material adverse effect on the business, financial condition and results of operations of HERC Holdings and New Hertz.

The declaration of the Spin-Off of shares of New Hertz common stock made to effect the Spin-Off is governed by the Delaware General Corporation Law (the "DGCL"). Under the DGCL, there are certain restrictions on a corporation's ability to distribute its property, including the shares of the common stock of a subsidiary, as a dividend. Generally, under the DGCL a dividend may only be paid out of the corporation's surplus or its net profits. If the Spin-Off is found invalid under the DGCL, a court could seek to have the Spin-Off rescinded. The resulting complications, costs and expenses could have a material adverse effect on the business, financial condition and results of operations of HERC Holdings and New Hertz.

After the Spin-Off, certain of the directors and executive officers of HERC Holdings and New Hertz may have conflicts of interest because of their ownership of both HERC Holdings and New Hertz common stock.

After the Spin-Off, certain of the directors of New Hertz and executive officers of both HERC Holdings and New Hertz will own shares of both HERC Holdings and New Hertz common stock because of their prior relationship with Hertz Holdings. This stock interest could create, or appear to create, potential conflicts of interest when HERC Holdings' executive officers and New Hertz's directors and executive officers are faced with decisions that could have different implications for HERC Holdings and New Hertz. For example, potential conflicts of interest could arise in connection with the resolution of any dispute between HERC Holdings and New Hertz regarding terms of the agreements governing the Spin-Off and the relationship between HERC Holdings and New Hertz thereafter, including the separation and distribution agreement, the employee matters agreement, the tax matters agreement, the transition services agreement, the intellectual property agreement and real estate arrangements. Potential conflicts of interest could also arise if HERC Holdings and New Hertz enter into any commercial arrangements in the future.

Risks Related to the Securities Markets and Ownership of HERC Holdings Common Stock

The securities of HERC Holdings, as a public company separate from New Hertz, have no prior public market. An active trading market for our common stock may not develop, and you may not be able to sell your common stock at or above a price which, when combined with the value of your New Hertz common stock received in the Spin-Off, equals or exceeds the value of your pre-Spin-Off Hertz Holdings common stock.

Prior to the Spin-Off, there has been no public market for the common stock of HERC Holdings, as a public company separate from New Hertz, which will operate Hertz Holdings' car rental business. Similarly, there has been no prior public market for the common stock of New Hertz, which is a newly formed company established to hold the car rental business, the shares of which are to be distributed to the Hertz Holdings' stockholders pursuant to the Spin-Off. An active trading market for shares of our common stock may not be sustained following the Spin-Off, nor can we predict the market characteristics of the shares of New Hertz common stock following the Spin-Off. If an active trading market is not sustained, you may have difficulty selling your shares of common stock at an attractive price, or at all. We cannot predict the prices at which shares of our common stock or the common stock of New Hertz may trade after the Spin-Off. Similarly, we cannot predict whether the combined market value of the shares of our common stock you hold after the Spin-Off and the common stock of New Hertz you receive in the Spin-Off will be less than, equal to or greater than the market value of the common stock of Hertz Holdings prior to the Spin-Off.

An inactive market also may impair our ability to raise capital by selling our common stock, and it may impair our ability to motivate our employees through equity incentive awards and our ability to acquire other companies, products or technologies by using our common stock as consideration.

The market price of our common stock may fluctuate significantly after the Spin-Off.

The market price of HERC Holdings common stock could fluctuate significantly due to a number of factors, including, but not limited to:

- our quarterly or annual earnings, or those of other companies in our industry;
- actual or anticipated fluctuations in our financial position, results of operations, liquidity or cash flows;

- changes in accounting standards, policies, guidance, interpretations or principles;
- ongoing remediation of weaknesses in Hertz Holdings' internal control over financial reporting;
- the public reaction to our press releases, our other public announcements and our filings with the SEC;
- announcements by us or our competitors of significant acquisitions, dispositions, innovations or new programs and services;
- changes in financial estimates and recommendations by securities analysts following our stock, or the failure of securities analysts to cover our common stock after the Spin-Off;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- general economic conditions and overall market fluctuations; and
- the trading volume of our common stock.

In addition, the realization of any of the risks described in these "Risk Factors" could have a material and adverse impact on the market price of our common stock in the future and cause the value of your investment to decline. The stock market in general has experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our common stock, regardless of our actual performance.

The securities of many companies have experienced extreme price and volume fluctuations in recent years, often unrelated to the companies' operating performance. If the market price of our common stock reaches an elevated level following the Spin-Off, it may materially and rapidly decline. In the past, following periods of volatility in the market price of a company's securities, stockholders have often instituted securities class action litigation against the company. If we were to be involved in a class action lawsuit, it could divert the attention of senior management, and, if adversely determined, have a material adverse effect on our business, results of operations and financial condition.

In addition, following the Spin-Off, HERC Holdings will have a substantially smaller market capitalization than Hertz Holdings, which likely will cause a substantial shift in the makeup of HERC Holdings' stockholder base. As this shift occurs, there are likely to be significant fluctuations in the prices at which HERC Holdings common stock trades.

If securities or industry analysts adversely change their recommendations regarding our stock or if our operating results do not meet their expectations, our stock price could decline.

The trading market for our common stock could be influenced by the research and reports that industry or securities analysts may publish about us or our business. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover us downgrade our stock or if our operating results do not meet their expectations, our stock price could decline.

Our accounting and other management systems and resources may not be adequately prepared to meet the financial reporting and other requirements to which we will continue to be subject following the Spin-Off.

The financial results of our equipment rental business were previously included within the consolidated results of Hertz Holdings. Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the "accounting successor" to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented.

We will continue to be required to file annual and quarterly reports and other information pursuant to the Exchange Act with the SEC. We will be required to ensure that we have the ability to prepare financial statements included in such reports, as if HERC Holdings were a stand-alone company for all periods presented, that comply with SEC reporting requirements on a timely basis. We also will continue to be subject to other reporting and corporate governance requirements, including the NYSE listing standards and certain provisions of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”) and the regulations promulgated thereunder, which impose significant compliance obligations upon us. Specifically, we will continue to be required to:

- prepare and distribute periodic reports and other stockholder communications in compliance with our obligations under the federal securities laws and NYSE rules;
- maintain compliance and internal audit functions;
- evaluate and maintain our system of internal control over financial reporting, and report on management’s assessment thereof, in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act and the related rules and regulations of the SEC and the Public Company Accounting Oversight Board;
- involve and retain outside legal counsel and accountants in connection with the activities listed above;
and
- maintain internal policies, including those relating to disclosure controls and procedures.

Prior to the Spin-Off, many of these functions were handled by infrastructure and support staff, including accounting staff, that will be transferred to New Hertz in connection with the Spin-Off. Although we will receive certain transition services from New Hertz or its affiliates with respect to these functions pursuant to the transition services agreement, we will be required to commit significant resources and management oversight to the above-listed requirements after the Spin-Off, which will cause us to incur significant costs and which will place a strain on our systems and resources. As a result, our management’s attention might be diverted from other business concerns. In addition, we might not be successful in maintaining and/or implementing these requirements.

If we are unable to implement the reporting requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner or with adequate compliance, we and our independent registered public accounting firm may not be able to provide a favorable report on the adequacy of our internal control over financial reporting. If we are unable to maintain adequate internal control over financial reporting, we may be unable to report our financial information on a timely basis and may suffer adverse regulatory consequences or violations of NYSE listing standards. There also could be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. See “—Risks Related to Our Business—Hertz Holdings has identified material weaknesses in its internal control over financial reporting which could, if not remediated prior to the Spin-Off, adversely affect our ability to report our financial condition and results of operations in a timely and accurate manner, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.”

HERC Holdings will be a holding company with no operations of its own and will depend on its subsidiaries for cash.

The operations of HERC Holdings will be conducted nearly entirely through its subsidiaries and its ability to generate cash to meet its debt service obligations or to pay dividends on its common stock will be dependent on the earnings and the receipt of funds from its subsidiaries via dividends or intercompany loans. However, none of the subsidiaries of HERC Holdings will be obligated to make funds available to HERC Holdings for the payment of dividends or the service of its debt. In addition, certain states' laws and the terms of certain of our debt agreements that we expect to enter into in connection with the Spin-Off may significantly restrict, or prohibit, the ability of HERC Holdings’ subsidiaries to pay dividends, make loans or otherwise transfer assets to HERC Holdings, including state laws that require dividends to be paid only from surplus. If HERC Holdings does not receive cash from its subsidiaries, then HERC Holdings’ financial condition could be materially adversely affected.

The market price of our common stock could decline as a result of the sale or distribution of a large number of shares of our common stock in the market after the Spin-Off or the perception that a sale or distribution could occur. These factors also could make it more difficult for us to raise funds through future offerings of our common stock.

We are unable to predict whether significant amounts of Hertz Holdings common stock will be sold in the open market in anticipation of, or HERC Holdings common stock will be sold in the open market following, the Spin-Off, as well as the potential negative effects that these sales could have on the price of our common stock. In recent years, several

shareholders, most notably affiliates of Carl Icahn, have accumulated significant amounts of Hertz Holdings common stock. It is possible that some HERC Holdings shareholders, including possibly some of its largest shareholders, may sell HERC Holdings common stock for reasons such as that our business profile or market capitalization as a publicly traded company separate from New Hertz does not fit their investment objectives.

Sales or distributions of substantial amounts of our common stock in the public market after the Spin-Off, or the perception that such sales or distributions will occur, could adversely affect the market price of our common stock and make it difficult for us to raise funds through securities offerings in the future. As of [], 2016, there were [] shares of Hertz Holdings common stock issued and outstanding, which are freely transferable without restriction or further registration under the Securities Act of 1933, as amended (the “Securities Act”), unless acquired by our “affiliates” as that term is defined in Rule 144 under the Securities Act. In addition, all shares of Hertz Holdings common stock acquired upon exercise of stock options and other equity-based awards granted under Hertz Holdings stock incentive plans also will be freely tradable under the Securities Act unless acquired by our affiliates. A maximum of 32.7 million shares of common stock are reserved for issuance under Hertz Holdings stock incentive plans, some of which have been issued as of the date of this information statement. Certain of the awards under the stock incentive plans will be adjusted into awards of New Hertz in connection with the Spin-Off.

Following the Spin-Off, HERC Holdings also may issue additional common stock for a number of reasons, including to finance our operations and business strategy (including acquisitions), to adjust our ratio of debt to equity, or to provide incentives pursuant to certain executive compensation arrangements. Such future issuances of equity securities, or the expectation that they will occur, could cause the market price for our common stock to decline. The price of our common stock also could be affected by hedging or arbitrage trading activity that may exist or develop involving our common stock.

Your percentage ownership in us may be diluted by future issuances of capital stock or securities or instruments that are convertible into our capital stock, which could reduce your influence over matters on which stockholders vote.

Our board of directors has the authority, without action or vote of our stockholders, to issue all or any part of our authorized but unissued shares of common stock, including shares issuable upon the exercise of options, shares that may be issued to satisfy our obligations under our incentive plans, shares of our authorized but unissued preferred stock and securities and instruments that are convertible into our common stock. Issuances of common stock or voting preferred stock would reduce your influence over matters on which our stockholders vote and, in the case of issuances of preferred stock, likely would result in your interest in us being subject to the prior rights of holders of that preferred stock.

We have no current plans to pay dividends on our common stock, and our ability to pay dividends on our common stock may be limited.

We have no current plans to pay dividends on our common stock. Our payment of dividends on our common stock in the future will be determined by our board of directors in its sole discretion and will depend on business conditions, our financial condition, earnings and liquidity, and other factors. The agreements governing the financing arrangements that we expect to enter into in connection with the Spin-Off may contain certain restrictions on our ability to pay dividends on our common stock, other than dividends payable solely in shares of our capital stock.

In addition, any of our indentures and other financing agreements that we enter into in the future may limit our ability to pay cash dividends on our capital stock, including our common stock. In the event that any of our indentures or other financing agreements in the future restrict our ability to pay dividends in cash on our common stock, we may be so restricted from paying dividends in cash on our common stock unless we can refinance the amounts outstanding under those agreements.

In addition, under the DGCL our board of directors may declare dividends on our capital stock only to the extent of our statutory “surplus” (which is defined as the amount equal to total assets minus total liabilities, in each case at fair market value, minus statutory capital), or if there is no such surplus, out of our net profits for the then current and/or immediately preceding fiscal year. Further, even if we are permitted under our contractual obligations and the DGCL to pay cash dividends on our common stock, we may not have sufficient cash to pay dividends in cash on our common stock.

As a result, capital appreciation, if any, of our common stock may be your sole source of potential gain for the foreseeable future. We cannot predict whether the combined market value of the shares of our common stock you hold after the Spin-Off and the common stock of New Hertz you receive in the Spin-Off will be less than, equal to or greater than the market value of the common stock of Hertz Holdings prior to the Spin-Off.

Provisions of our Certificate of Incorporation and our By-Laws could discourage potential acquisition proposals and could deter or prevent a change in control.

The by-laws of HERC Holdings will be the same as the By-Laws of Hertz Holdings. The certificate of incorporation of HERC Holdings also will be the same as the Certificate of Incorporation of Hertz Holdings. Our Certificate of Incorporation and By-Laws contain provisions that are intended to deter coercive takeover practices and inadequate takeover bids and to encourage prospective acquirers to negotiate with our board of directors rather than to attempt a hostile takeover. These provisions include:

- a board of directors that will initially be divided into three classes with staggered terms, although in May 2014 Hertz Holdings amended the Certificate of Incorporation to provide for declassification of its board of directors, such that all directors will be elected on an annual basis beginning at the 2017 annual meeting of stockholders;
- limitations on the right of stockholders to remove directors, although such limitations expire upon the completion of the declassification of the board of directors at the 2017 annual meeting of stockholders;
- granting to the board of directors sole power to set the number of directors and to fill any vacancy on the board of directors, whether such vacancy occurs as a result of an increase in the number of directors or otherwise;
- the ability of our board of directors to designate and issue one or more series of preferred stock without stockholder approval, the terms of which may be determined at the sole discretion of the board of directors;
- prohibiting our stockholders from acting by written consent;
- prohibiting our stockholders from calling special meetings of stockholders;
- the absence of cumulative voting; and
- establishment of advance notice requirements for stockholder proposals and nominations for election to the board of directors at stockholder meetings.

We believe that these provisions protect our stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirers to negotiate with our board of directors and by providing our board of directors with more time to assess any acquisition proposal. These provisions are not intended to make us immune from takeovers. However, these provisions apply even if the offer may be considered beneficial by some stockholders and could delay or prevent an acquisition that our board of directors determines is in our best interests and that of our stockholders. Any or all of the foregoing provisions could limit the price that some investors might be willing to pay in the future for shares of our common stock. For more information, see "Description of Capital Stock."

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this information statement include “forward-looking statements.” Forward-looking statements include information concerning HERC Holdings’ 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. Many factors, including, without limitation, those risks and uncertainties discussed in “Risk Factors,” could affect our actual financial results and could cause actual results to differ materially from those expressed in the forward-looking statements.

Some important factors that could affect our actual results include, among others, those disclosed under "Risk Factors" and the following:

- the impact of the Spin-Off and related transactions on our stock price;
- our ability to operate as a stand-alone public company without many of the resources previously available to us as part of the combined company of Hertz Holdings;
- our ability to achieve the expected benefits of our separation from the business of New Hertz through the Spin-Off, which include improved strategic and operational efficiency, improved access to capital, improved alignment of employee incentives with our performance and growth objectives and the use of our equity to facilitate future acquisitions;
- adverse changes in the economic factors specific to the industries in which we operate, such as a decrease in expected levels of infrastructure spending or a decrease in the expected levels of rental versus ownership of equipment;
- significant changes in the competitive environment, including as a result of industry consolidation, and the effect of competition in our markets on rental volume and pricing, including on our pricing policies or use of incentives;
- adverse changes in relations with our key national account or industrial account customers;
- occurrences that disrupt rental activity during our peak periods;
- our ability to achieve cost savings and efficiencies and realize opportunities to increase productivity and profitability;
- an increase in our rental equipment costs as a result of an increase in the cost of new equipment and/or a decrease in the price at which we dispose of used equipment;
- our ability to remediate any material weaknesses in our internal controls over financial reporting that may exist or arise;
- our ability to accurately estimate future levels of rental activity and adjust the size and mix of our fleet accordingly;
- our ability to achieve and maintain sufficient liquidity and the availability to us of additional or continued sources of financing for our revenue earning equipment and to refinance our existing indebtedness;
- a major disruption in our communication or centralized information networks;
- financial instability of the manufacturers of our equipment, which could impact their ability to perform under agreements with us and/or their willingness or ability to make equipment available to us or the equipment rental industry on commercially reasonable terms;
- our ability to maintain profitability during adverse economic cycles and unfavorable external events (including war, terrorist acts, natural disasters and epidemic disease);

- the potential slowdown in worldwide economic conditions or adverse changes in the economic factors specific to the industries in which we operate, such as a decrease in the expected levels of infrastructure spending or the expected levels of rental versus ownership of equipment, could have adverse effects on our liquidity, cash flows and results of operations;
- our ability to successfully integrate acquisitions and complete dispositions;
- costs and risks associated with litigation and investigations;
- risks related to our substantial amount of proposed indebtedness to be incurred in connection with the Spin-Off in the related financing transactions, our ability to incur substantially more debt and increases in interest rates or in our borrowing margins;
- changes in accounting principles, or their application or interpretation, and our ability to make accurate estimates and the assumptions underlying the estimates, which could have an effect on earnings;
- changes in existing or the adoption of new laws, regulations, policies or other activities of governments, agencies and similar organizations where such actions may affect our operations, the cost thereof or applicable tax rates;
- our ability to retain the services of any one or more members of our senior management team or other key personnel, such as our dedicated sales force, and our ability to attract qualified employees to perform these functions;
- the effect of tangible and intangible asset impairment charges;
- shortfalls in our insurance coverage;
- our exposure to fluctuations in foreign exchange rates; and
- other risks described from time to time in periodic and current reports that we will file with the SEC.

In light of these risks, uncertainties and assumptions, the forward-looking statements contained in this information statement might not prove to be accurate and you should not place undue reliance upon them. 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.

THE SPIN-OFF

Background of the Spin-Off

On March 18, 2014 Hertz Holdings announced board approval of a plan to separate its business into two separate independent public companies, one of which will operate Hertz Holdings' global car rental business and the other of which will operate its global equipment rental business, by means of a tax-free Spin-Off. In connection with the Spin-Off, Hertz Holdings will undertake the internal reorganization described under "Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Separation and Distribution Agreement," including causing The Hertz Corporation, or "Hertz," as well as the other subsidiaries of Hertz Holdings that conduct its global car rental business, to become subsidiaries of Hertz Holdings' newly formed, wholly owned subsidiary, Hertz Rental Car Holding Company, Inc., or "New Hertz." Following the internal reorganization, Hertz Holdings will distribute to its stockholders all of the issued and outstanding shares of common stock of New Hertz via dividend. Following the Spin-Off, New Hertz will operate Hertz Holdings' global car rental business through its operating subsidiaries, including Hertz, and Hertz Holdings (Hertz Holdings being referred to, following the Spin-Off, as "HERC Holdings") will continue to operate Hertz Holdings' global equipment rental business through its operating subsidiaries, including HERC.

The Spin-Off is subject to the satisfaction or waiver of certain conditions and Hertz Holdings' board of directors' ongoing consideration of the Spin-Off. See "—Conditions to the Spin-Off." If all conditions to the Spin-Off are satisfied or waived by the board of directors of Hertz Holdings in its sole discretion, at the close of business on the distribution date, [], 2016, for every five whole shares of Hertz Holdings common stock held by you as of the close of business on [], 2016, the record date for the distribution, you will receive one share of New Hertz common stock, as described below.

Please note that you will *not* be required to pay any cash or other consideration for the shares of New Hertz common stock distributed to you or to surrender or exchange your shares of Hertz Holdings common stock to receive the dividend of New Hertz common stock in the Spin-Off, or to receive cash in lieu of fractional shares thereof. Following the Spin-Off, you will continue to own your shares of HERC Holdings common stock, and, if you were a Hertz Holdings stockholder as of the record date for the Spin-Off and hold at least five shares of Hertz Holdings common stock, you also will receive shares of New Hertz common stock. The Spin-Off will not, except in connection with the reverse stock split discussed below, otherwise change the number of outstanding shares of HERC Holdings common stock.

No vote of Hertz Holdings' stockholders is required to authorize or effectuate the Spin-Off. Hertz Holdings has obtained stockholder approval of a reverse stock split at one of nine ratios, 1-for-2, 1-for-3, 1-for-4, 1-for-5, 1-for-6, 1-for-8, 1-for-10, 1-for-15 or 1-for-20, as determined by the board of directors. The implementation of the reverse stock split would be effective immediately following the Spin-Off. If the reverse stock split is implemented, the number of authorized shares of common stock will be reduced in a proportional manner to the reverse stock split ratio.

Accounting Treatment of the Spin-Off

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the "accounting successor" to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented.

Reasons for the Spin-Off

Hertz Holdings believes that the key benefits of the Spin-Off include:

- *Greater strategic focus.* Hertz Holdings expects a sharper focus on each of HERC Holdings' and New Hertz's respective businesses and growth opportunities as a result of their respective boards of directors and management teams concentrating only on their core businesses. We anticipate that each company will be able to

make decisions more quickly, deploy resources more rapidly and efficiently, and operate with more agility than when all of their businesses were part of a larger organization. Further, the separation of HERC Holdings from New Hertz will eliminate any internal competition for capital among Hertz Holdings' various businesses, which Hertz Holdings believes will enhance each company's opportunities for growth.

- *Direct access to capital markets.* As independent public companies, we believe that each of HERC Holdings and New Hertz will be able to directly access the capital markets, and issue equity and debt each on its own merits in order to finance expansion, growth opportunities and debt repayment.
- *Improved ability to undertake acquisitions.* After the completion of the Spin-Off, we expect that each of HERC Holdings and New Hertz will have a more focused equity currency, which we believe may improve its ability to pursue strategic initiatives, including acquisitions, joint ventures and investments.
- *Better understanding of businesses.* We anticipate that the businesses of each of HERC Holdings and New Hertz will be more easily understood by investors, rating agencies and other market participants after the completion of the Spin-Off.
- *Increased ability to attract, retain and motivate employees.* Hertz Holdings believes that incentive compensation arrangements for key employees of each of HERC Holdings and New Hertz, directly related to the market performance of their respective common stock, will provide enhanced incentives for performance. The separation will enable each of HERC Holdings and New Hertz to offer its key employees compensation directly linked to the performance of its respective business, including equity based compensation, which we expect will enhance each company's ability to attract, retain and motivate qualified personnel.

In determining whether to pursue the Spin-Off, Hertz Holdings' board of directors considered among other factors the costs and risks associated with the transaction, including the cost associated with preparing HERC Holdings and New Hertz to become independent publicly traded companies, the risk of volatility in the price of HERC Holdings common stock immediately following the Spin-Off due to, among other things, sales by stockholders whose investment objectives may not be fulfilled by ownership of HERC Holdings common stock, the time it may take for HERC Holdings to attract its optimal stockholder base, any potential negative impact on New Hertz's credit rating as a result of the Spin-Off, the time and effort required by this transaction from HERC Holdings' and New Hertz's management and the potential distraction from their respective businesses, the loss of synergies and scale from operating as a single company and the other risks discussed under "Risk Factors—Risks Related to the Spin-Off and Our Separation from New Hertz." Notwithstanding these costs and risks, after taking into account the factors discussed above, Hertz Holdings' board of directors determined that the Spin-Off was in the best interests of stockholders as a transaction to potentially enhance stockholder value through corporate level benefits realized by virtue of the Spin-Off.

Conditions to the Spin-Off

Hertz Holdings may decide not to complete the Spin-Off if, at any time prior to the Spin-Off, Hertz Holdings' board of directors determines, in its sole discretion, that the Spin-Off is not in the best interests of Hertz Holdings or its stockholders. In addition, Hertz Holdings' intention to complete the Spin-Off is contingent on the satisfaction of the conditions described below prior to the Spin-Off, any of which (other than those set forth in the fourth and fifth bullet points below) may be waived by Hertz Holdings:

- The private letter ruling that Hertz Holdings received from the IRS to the effect that, subject to the accuracy of and compliance with certain representations, assumptions and covenants, (i) the Spin-Off will qualify as a tax-free transaction under Sections 355 and 368(a)(1)(D) of the Code, and (ii) the internal spin-off transactions will qualify under Section 355 of the Code, shall not have been revoked or modified in any material respect;
- Hertz Holdings' receipt of the opinions of KPMG LLP and Debevoise & Plimpton LLP that the Spin-Offs will qualify as transactions described in Section 355 of the Code, subject to the accuracy of and compliance with certain representations, assumptions and covenants;
- Hertz Holdings' receipt of a written solvency opinion from a financial advisor acceptable to Hertz Holdings, which confirms the solvency and financial viability of Hertz Holdings before the consummation of the Spin-Off and each of HERC Holdings and New Hertz after the consummation of the Spin-Off and is in form and substance acceptable to Hertz Holdings;
- the registration statement on Form 10 with respect to the registration of New Hertz common stock under the Exchange Act shall have become effective, and no stop order suspending such effectiveness shall be in effect;

- all statutory requirements for the consummation of the Spin-Off must have been satisfied, and no injunction, court order, law or regulation shall be in effect preventing the completion of the Spin-Off;
- HERC Holdings and New Hertz, or their respective subsidiaries, shall have entered into new credit agreements and other financial arrangements prior to the consummation of the Spin-Off;
- the NYSE shall have approved the listing of New Hertz's common stock; and
- any material regulatory or contractual consents or approvals necessary for the Spin-Off must have been obtained, without any conditions that would have a material adverse effect on HERC Holdings or New Hertz.

The fulfillment of the above conditions will not create any obligation on Hertz Holdings' part to effect the Spin-Off. Hertz Holdings, in its sole and absolute discretion, will determine the terms of, and whether to proceed with, the Spin-Off and, to the extent it determines to proceed, determine the record date and distribution date for the Spin-Off.

The Number of New Hertz Shares You Will Receive

For every five shares of Hertz Holdings common stock that you own as of the record date for the Spin-Off, you will receive one share of New Hertz common stock. You will receive cash in lieu of any fractional shares of New Hertz common stock as described below under "—Treatment of Fractional Shares." It is important to note that if you sell your shares of Hertz Holdings common stock between the record date and the distribution date in the "regular way" or "due bills" market, you will be selling your right to receive the New Hertz share dividend in the Spin-Off. See "—Trading between the Record Date and Distribution Date."

Treatment of Fractional Shares

Stockholders will not receive fractional shares in connection with the Spin-Off. Instead, New Hertz's transfer agent will aggregate all fractional shares and sell them as soon as practicable after the Spin-Off at the then-prevailing prices on the open market on behalf of those stockholders who would otherwise be entitled to receive a fractional share. We expect that the transfer agent would conduct the sale in an orderly fashion at a reasonable pace and that it may take a number of days to sell all of the aggregated fractional shares of New Hertz common stock. After the transfer agent's completion of such sale, stockholders would receive a cash payment from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale. Stockholders will not be entitled to receive interest for the period of time between the effective time of the Spin-Off and the date payment is made for their fractional share interest in New Hertz common stock.

All of New Hertz's stockholders will hold their shares electronically in book-entry form. Therefore, no action is required on the part of any stockholder to receive their cash payment in lieu of any fractional interest, if applicable.

Internal Reorganization and Related Financing Transactions

HERC Holdings and/or one or more of its subsidiaries and New Hertz and/or one or more of its subsidiaries will be parties to a number of agreements that govern HERC Holdings' separation from New Hertz and the post-Spin-Off relationship of such companies and will allocate between HERC Holdings and New Hertz various assets, liabilities, rights and obligations, including employee benefits, intellectual property and tax-related assets and liabilities. Such agreements include a separation and distribution agreement, a tax matters agreement, an employee matters agreement, a transition services agreement, an intellectual property agreement and certain real estate lease agreements. For a more complete description of the terms of these agreements, see "Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz."

The separation and distribution agreement to be entered into will provide for a series of internal reorganization transactions to be undertaken by Hertz Holdings in connection with the Spin-Off (sometimes referred to herein as the "internal reorganization"), as well as a series of related financing transactions to be undertaken by Hertz and HERC in connection with the Spin-Off. Pursuant to the internal reorganization, New Hertz will hold the entities associated with Hertz Holdings' global car rental business, including Hertz, and HERC Holdings will hold the entities associated with Hertz Holdings' global equipment rental business, including HERC. In addition to this internal reorganization and in connection with the Spin-Off, it is expected that HERC, which is to be a wholly owned subsidiary of HERC Holdings following the Spin-Off, will transfer to Hertz and its subsidiaries approximately \$1.8 billion, to fund, among other things, such transfers

and in connection with the Spin-Off, HERC expects to enter into appropriate financing arrangements. In this information statement, we refer to these transactions as the “related financing transactions.”

The actual amount of cash transfers made to Hertz and its subsidiaries by HERC prior to or in connection with the Spin-Off will depend upon the financial performance and cash position of HERC prior to the Spin-Off, among other factors. Hertz expects to use the cash proceeds from these transfers to repay third-party indebtedness, to fund the share repurchase program previously announced and reaffirmed by Hertz Holdings and that New Hertz expects to adopt for periods following the Spin-Off, and for general corporate purposes.

For further information concerning the transactions that are being effected in connection with the Spin-Off, see “Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Separation and Distribution Agreement.”

Results of the Spin-Off

After the completion of the Spin-Off, HERC Holdings and New Hertz will be separate, independent, public companies operating their respective businesses. Immediately following the completion of the Spin-Off, there will be approximately [] holders of record of shares of New Hertz common stock and approximately [] shares of New Hertz common stock outstanding, based on the number of holders of record and shares outstanding of Hertz Holdings common stock on [], 2016, without taking into account the effects of the reverse stock split to occur immediately following the completion of the Spin-Off. The actual number of shares of New Hertz common stock to be distributed will be determined as of the record date and will reflect any issuance of new shares or exercises of options pursuant to Hertz Holdings’ equity plans on or prior to the record date. The Spin-Off will not affect the number of outstanding shares of HERC Holdings common stock; however, the number of outstanding shares of HERC Holdings common stock will decrease in connection with the completion of the reverse stock split. See “—Reverse Stock Split.”

Material U.S. Federal Income Tax Consequences of the Spin-Offs

The following summary discusses the material U.S. federal income tax consequences of the Spin-Offs. This discussion is based upon the Code, Treasury regulations, published positions of the IRS, judicial decisions and other applicable authorities, all as currently in effect, and all of which are subject to change or differing interpretations, possibly with retroactive effect. Any such change could affect the accuracy of this discussion. The discussion does not address the effects of the Spin-Offs under any state, local or foreign tax laws.

The discussion assumes that Hertz Holdings’ stockholders hold their Hertz Holdings common stock, and will hold New Hertz common stock, as capital assets within the meaning of Section 1221 of the Code. Further, the discussion does not constitute tax advice and does not address all aspects of U.S. federal income taxation that may be relevant to a particular stockholder in light of such stockholder’s personal investment circumstances or to stockholders subject to special treatment under the U.S. federal income tax laws such as: (i) insurance companies and other financial institutions; (ii) tax-exempt organizations; (iii) dealers in stocks or securities; (iv) cooperatives; (v) stockholders who acquired their Hertz Holdings common stock through the exercise of options or otherwise as compensation or through a tax-qualified retirement plan; (vi) stockholders that hold Hertz Holdings common stock as part of a hedge, straddle, a constructive sale or conversion transaction or other risk reduction or integrated investment transaction; (vii) investors in pass-through entities; and (viii) individuals who are not citizens or residents of the U.S., foreign corporations and other foreign entities.

This summary is limited to stockholders of Hertz Holdings that are United States holders. A United States holder is a beneficial owner of Hertz Holdings stock, other than an entity or arrangement treated as a partnership for United States federal income tax purposes, that is for United States federal income tax purposes:

- an individual who is a citizen or a resident of the United States;
- a corporation, or other entity taxable as a corporation for United States federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to United States federal income taxation regardless of its source;
or
- a trust, if (i) a court within the United States is able to exercise primary jurisdiction over its administration and one or more United States persons have the authority to control all of its substantial decisions, or (ii) in the case

of a trust that was treated as a domestic trust under the law in effect before 1997, a valid election is in place under applicable Treasury regulations.

Hertz Holdings has received a private letter ruling from the IRS confirming the tax-free nature of the Spin-Offs under Section 355 of the Code. Although a private letter ruling from the IRS generally is binding on the IRS, the ruling does not rule that the Spin-Offs satisfy every requirement for a tax-free spin-off. The requirements for tax-free treatment under Section 355 of the Code on which the IRS will not rule include that each of the Spin-Offs (a) is motivated, in whole or substantial part, by one or more corporate business purposes, (b) is not being used principally as a device for the distribution of earnings and profits of the relevant distributing corporation or controlled corporation and (c) is not part of a plan (or series of related transactions) pursuant to which one or more persons will acquire, directly or indirectly, stock representing a 50 percent or greater interest in the relevant distributing corporation or controlled corporation under Section 355(e) of the Code. The parties will rely solely on the opinions of tax advisors described below for comfort that such additional requirements are satisfied.

The Spin-Off is also conditioned upon Hertz Holdings' receipt of the opinions of KPMG LLP and Debevoise & Plimpton LLP, Hertz Holdings' tax advisors, to the effect that the Spin-Offs will qualify as tax-free to Hertz Holdings under Sections 355 and 368 of the Code. The opinions of Hertz Holdings' tax advisors will rely on the IRS ruling as to matters covered by it.

The IRS ruling is, and the opinions of Hertz Holdings' tax advisors will be based on, among other things, certain representations, assumptions, and covenants made by Hertz Holdings and its subsidiaries. The failure of any factual representation or assumption to be true, correct and complete in all material respects could adversely affect the validity of the ruling and opinions. An opinion of a tax advisor represents the adviser's best legal judgment, is not binding on the IRS or the courts, and the IRS or the courts may not agree with the opinion. In addition, the IRS ruling and the opinions of Hertz Holdings' tax advisors will be based on current law, and cannot be relied on if current law changes with retroactive effect.

The IRS ruling concludes that:

- (1) the contribution by Hertz Holdings of Hertz's parent holding company to New Hertz, followed by the distribution of the New Hertz stock in the Spin-Off, will qualify as a reorganization within the meaning of Section 368(a)(1)(D) of the Code, and Hertz Holdings and New Hertz will each be a party to a reorganization within the meaning of Section 368(b) of the Code;
- (2) no gain or loss will be recognized by stockholders of Hertz Holdings (and no amount will be includible in their income) upon the receipt of the New Hertz stock in the Spin-Off under Section 355(a)(1) of the Code;
- (3) each Hertz Holdings stockholder's holding period in the New Hertz stock received in the Spin-Off will include the holding period of the Hertz Holdings stock with respect to which the Spin-Off is made; and
- (4) each Hertz Holdings stockholder's basis in the HERC Holdings and New Hertz stock immediately after the Spin-Off will equal the basis of the Hertz Holdings stock held immediately before the Spin-Off, allocated between the stock of HERC Holdings and New Hertz in proportion to the fair market value of each immediately following the Spin-Off.

The IRS ruling also concludes that no gain or loss will be recognized by the parties to the internal spin-offs under Section 355 of the Code.

If the Spin-Off does not qualify as a tax-free distribution under Section 355 of the Code, each Hertz Holdings stockholder who receives New Hertz stock would be treated as receiving a taxable dividend in an amount equal to the fair market value of the New Hertz stock received, to the extent of Hertz Holdings' earnings and profits. In addition, HERC Holdings would recognize taxable gain equal to the excess of the fair market value of New Hertz stock distributed to Hertz Holdings' stockholders over HERC Holdings' basis in the New Hertz stock.

Even if the Spin-Off otherwise qualifies as a tax-free distribution under Section 355 of the Code, the Spin-Off will be taxable to Hertz Holdings pursuant to Section 355(e) of the Code if there is a 50% or more change in ownership of either HERC Holdings or New Hertz, directly or indirectly, as part of a plan or series of related transactions that include the Spin-Off. Section 355(e) might apply if acquisitions of stock of Hertz Holdings (HERC Holdings) before or after the Spin-Off, or of New Hertz after the distribution, are considered to be part of a plan or series of related transactions that include, the Spin-Off. In connection with the IRS ruling, Hertz Holdings represented that the Spin-Off is not part of any such plan or series of

related transactions. If Section 355(e) of the Code were to apply, Hertz Holdings might recognize a substantial amount of taxable gain.

Furthermore, if any of the internal spin-offs or related transactions were taxable, the parties thereto will be subject to tax in connection therewith, and the associated tax liabilities may be substantial.

Each stockholder of Hertz Holdings that receives cash in lieu of fractional shares will recognize gain or loss on such shares computed based on the difference between the cash so received and such stockholder's basis in such fractional shares (computed as described above).

Under the tax matters agreement between HERC Holdings and New Hertz, if either HERC Holdings or New Hertz takes or fails to take any action (or permits any of their respective affiliates to take or fail to take any action) that causes the Spin-Offs to be taxable, or if there is an acquisition of the equity securities or assets of either party (or equity securities or assets of any member of that party's group) that causes the Spin-Offs to be taxable, that party will be required to indemnify the other party for any resulting taxes and related losses.

United States Treasury regulations require each Hertz Holdings stockholder that owns at least 5% of the total outstanding stock of Hertz Holdings and receives stock in the Spin-Off to attach to its United States federal income tax return for the year in which the distribution occurs a detailed statement containing certain information relating to the tax-free nature of the Spin-Off. Upon request, HERC Holdings will provide stockholders of 5% or more of its outstanding stock who received New Hertz stock in the Spin-Off with any pertinent information that is in HERC Holdings' possession and is reasonably available, to the extent necessary to comply with that requirement.

Certain Material U.S. Federal Income Tax Consequences of the Reverse Stock Split

Hertz Holdings has obtained stockholder approval of a reverse stock split at one of nine ratios, 1-for-2, 1-for-3, 1-for-4, 1-for-5, 1-for-6, 1-for-8, 1-for-10, 1-for-15 or 1-for-20, as determined by the board of directors. The implementation of the reverse stock split would be effective immediately following the Spin-Off. The following summary describes certain material U.S. federal income tax consequences of the reverse stock split to United States holders (as defined above) of HERC Holdings common stock. See "—Reverse Stock Split."

This discussion is based on the Code, Treasury regulations promulgated or proposed thereunder and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change or to different interpretation, possibly with retroactive effect. This discussion does not address all of the U.S. federal income tax considerations that may be relevant to specific holders in light of their particular circumstances or to holders subject to special treatment under U.S. federal income tax law (such as banks or other financial institutions, insurance companies, dealers in securities or other persons that generally mark their securities to market for U.S. federal income tax purposes, tax-exempt entities, retirement plans, regulated investment companies, real estate investment trusts, former citizens or residents of the U.S., partnerships or other pass-through entities (or investors therein), persons that hold HERC Holdings common stock as part of a straddle, hedge, conversion or other integrated transaction, non-U.S. trusts and estates that have U.S. beneficiaries, persons subject to the alternative minimum tax, U.S. Holders that have a "functional currency" other than the U.S. dollar, "controlled foreign corporations," or "passive foreign investment companies"). This discussion does not address any U.S. state or local or non-U.S. tax considerations or any U.S. federal tax considerations other than U.S. federal income tax considerations (such as gift tax considerations).

This summary is for general information only. This summary is not binding on the IRS or a court. We have not sought, and do not intend to seek, any tax opinion from counsel or ruling from the IRS with respect to any of the statements made in this summary, and there can be no assurance that the IRS will not take a position contrary to these statements, or that a contrary position taken by the IRS would not be sustained by a court.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX CONSIDERATIONS RELATING TO THE REVERSE STOCK SPLIT IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

If an entity treated as a partnership for U.S. federal income tax purposes is the beneficial owner of HERC Holdings common stock, the tax treatment of a partner will depend in part upon the status and activities of the entity and of the particular partner. Any such entity should consult its own tax advisor regarding the U.S. federal income tax considerations applicable to it and its partners relating to the reverse stock split.

Other than the cash payments for fractional shares discussed below, no gain or loss should be recognized by a United States holder upon the exchange of pre-reverse stock split shares for post-reverse stock split shares. The aggregate tax basis of the post-reverse stock split shares will be equal to the aggregate tax basis of the pre-reverse stock split shares exchanged therefor, reduced by any amount allocable to a fractional share for which cash is received. A United States holder's holding period in the post-reverse stock split shares will include the period during which the United States holder held the pre-reverse stock split shares exchanged therefor.

In general, the receipt of cash by a United States holder instead of a fractional share interest in the post-reverse stock split shares will result in a taxable gain or loss to such United States holder for U.S. federal income tax purposes. The amount of the taxable gain or loss to the United States holder will be determined based upon the difference between the amount of cash received by such United States holder and such holder's basis in its applicable pre-reverse stock split share or shares. The gain or loss recognized will constitute capital gain or loss, and will constitute long-term capital gain or loss if the United States holder's holding period is greater than one year as of the effective date of the reverse stock split. There are limitations on the deductibility of capital losses under the Code.

Listing and Trading of New Hertz and HERC Holdings Common Stock

Hertz Holdings presently owns all of the outstanding shares of New Hertz common stock. Accordingly, there is currently no public market with respect to these shares, although a "when-issued" market in New Hertz common stock may develop prior to the Spin-Off. In addition, prior to the Spin-Off, there has been no public market for the common stock of HERC Holdings, as a public company separate from New Hertz, although an "ex-dividend" market for Hertz Holdings common stock may develop prior to the Spin-Off. See "—Trading Between the Record Date and the Distribution Date" for an explanation of the when-issued market for New Hertz common stock and the ex-dividend market for Hertz Holdings common stock. Neither Hertz Holdings nor New Hertz can assure you as to the trading price of HERC Holdings or New Hertz common stock prior to, on or after the Spin-Off or as to whether their combined price will be equal to, higher or lower than the price of Hertz Holdings common stock prior to the Spin-Off. See "Risk Factors—Risks Relating to the Securities Markets and Ownership of HERC Holdings Common Stock."

We expect to list New Hertz common stock on the NYSE under the symbol "HTZ," which is the current trading symbol for Hertz Holdings common stock. Following the Spin-Off, HERC Holdings common stock will continue to trade on the NYSE, but the symbol for its common stock will change to "HRI."

The shares of New Hertz common stock distributed to Hertz Holdings' stockholders will be freely transferable, except for shares received by persons that are considered affiliates of New Hertz. Persons that may be considered affiliates of New Hertz after the Spin-Off generally include individuals or entities that control, are controlled by or are under common control with New Hertz, as those terms are generally interpreted for federal securities law purposes. This may include some or all of the directors and executive officers of New Hertz, as well as significant stockholders. In addition, persons who are affiliates of Hertz Holdings on the distribution date may be deemed to be affiliates of New Hertz. Affiliates of New Hertz will be permitted to sell their shares of New Hertz common stock only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, such as the exemptions afforded by Sections 4(a)(1) or 4(a)(2) of the Securities Act or Rule 144 thereunder.

Trading Between the Record Date and the Distribution Date

Between the record date and the distribution date, Hertz Holdings expects that there will be two markets in Hertz Holdings common stock: a "regular way" or "due bills" market and an "ex-dividend" market. Shares of Hertz Holdings common stock that trade on the regular way or due bills market will trade with an entitlement to shares of New Hertz common stock distributed in the Spin-Off, and any cash payments in lieu of fractional shares thereof, and such shares will settle on a regular way basis, which typically involves settlement on the third full trading day following the date of the trade. Shares that trade on the ex-dividend market will trade without an entitlement to shares of New Hertz common stock distributed in the Spin-Off, and any cash payments in lieu of fractional shares thereof, and such shares will settle within four trading days after the distribution date. Therefore, if you owned shares of Hertz Holdings common stock as of the record date for the Spin-Off and sell those shares on the regular way or due bills market prior to the distribution date, you also will be trading the shares of New Hertz common stock that would have been distributed to you in the Spin-Off, and any cash payments in lieu of fractional shares thereof. If you sell those shares of Hertz Holdings common stock on the ex-dividend market prior to the distribution date, you will still receive the shares of New Hertz common stock that were to be distributed to you pursuant to your ownership of the shares of Hertz Holdings common stock, and any cash payments in lieu of fractional

shares thereof. If the Spin-Off does not occur, all ex-dividend trading will be null and void. If ex-dividend trading occurs, the listing of Hertz Holdings common stock will be under the symbol "HTZ" accompanied by the letters "wi."

Between the record date and the distribution date, a "when-issued" trading market in New Hertz common stock may develop. The when-issued trading market will be a market for shares of New Hertz common stock that will be distributed to Hertz Holdings' stockholders on the distribution date. If you owned shares of Hertz Holdings common stock on the record date, then you are entitled to shares of New Hertz common stock distributed pursuant to the Spin-Off. You may trade this entitlement to shares of New Hertz common stock, without the shares of Hertz Holdings common stock you own, on the when-issued trading market, and such shares will generally settle within four trading days after the distribution date. If when-issued trading occurs, the listing for New Hertz common stock will be under a temporary trading symbol that is different from its regular way trading symbol and accompanied by the letters "wi." On the first trading day following the distribution date, when-issued trading with respect to New Hertz common stock will end and regular way trading will begin. If the Spin-Off does not occur, all when-issued trading will be null and void.

No Appraisal Rights

Hertz Holdings' stockholders will not have any appraisal rights in connection with the Spin-Off.

When and How You Will Receive the Dividend

If all conditions to the Spin-Off are satisfied or waived by the board of directors of Hertz Holdings in its sole discretion, at the close of business on the distribution date, [], 2016, for every five whole shares of Hertz Holdings common stock held by you as of the close of business on [], 2016, the record date for the distribution, you will receive one share of New Hertz common stock, and cash in lieu of any fractional shares thereof.

Hertz Holdings will effect the Spin-Off on the distribution date by releasing its shares of New Hertz common stock to be distributed to Computershare Investor Services LLC, the transfer agent and registrar for New Hertz common stock. As part of the Spin-Off, New Hertz will be adopting a book-entry share transfer and registration system for New Hertz common stock. Instead of receiving physical share certificates, registered holders of New Hertz common stock entitled to participate in the Spin-Off will have their shares of New Hertz common stock credited to book-entry accounts established for them by the transfer agent and registrar. The transfer agent and registrar will mail an account statement to each registered holder stating the number of shares of New Hertz common stock credited to the holder's account. After the completion of the aggregation and sale of fractional shares of New Hertz common stock to be received in the Spin-Off as described above under "Treatment of Fractional Shares," registered holders entitled to participate in the Spin-Off will receive a cash payment in lieu of any fractional shares of New Hertz common stock.

For those holders of Hertz Holdings common stock that hold their shares through a broker, bank or other nominee, the transfer agent and registrar will credit the shares of New Hertz common stock to the accounts of those nominees as the registered holders of Hertz Holdings common stock. Such nominees, in turn, will credit their customers' accounts with New Hertz common stock. We anticipate that brokers, banks and other nominees will generally credit their customers' accounts with New Hertz common stock within three to eight days of the distribution date. In addition, your bank, broker or other nominee will receive, on your behalf, your pro rata share of the aggregate net proceeds from the sale of fractional shares of New Hertz common stock.

Reverse Stock Split

No vote of Hertz Holdings' stockholders is required to authorize or effectuate the Spin-Off. Hertz Holdings has obtained stockholder approval of a reverse stock split at one of nine ratios, 1-for-2, 1-for-3, 1-for-4, 1-for-5, 1-for-6, 1-for-8, 1-for-10, 1-for-15 or 1-for-20, as determined by the board of directors. Based on discussions with our financial advisors, we believe the trading price of the common stock after the Spin-Off may be significantly lower than the current market price due to the fact that the rental car business will no longer be part of Hertz Holdings. We believe the reverse stock split may make our common stock a more attractive investment for many investors, particularly investors who have limitations on owning lower-priced stocks. The implementation of the reverse stock split would be effective immediately following the Spin-Off. If the reverse stock split is implemented, the number of authorized shares of common stock will be reduced in a proportional manner to the reverse stock split ratio.

Stockholders will not receive fractional shares in connection with the reverse stock split. Instead, HERC Holdings' transfer agent will aggregate all fractional shares and sell them as soon as practicable after the reverse stock split at the then-prevailing prices on the open market on behalf of those stockholders who would otherwise be entitled to receive a fractional share. We expect that the transfer agent would conduct the sale in an orderly fashion at a reasonable pace and that it may take a number of days to sell all of the aggregated fractional shares of HERC Holdings common stock. After the transfer agent's completion of such sale, stockholders would receive a cash payment from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale. Stockholders will not be entitled to receive interest for the period of time between the effective time of the reverse stock split and the date payment is made for their fractional share interest in HERC Holdings common stock.

All of our stockholders hold their shares electronically in book-entry form. Therefore, no action is required on the part of any stockholder to receive their post-reverse stock split shares of HERC Holdings common stock or their cash payment in lieu of any fractional interest, if applicable.

DIVIDEND POLICY

Hertz Holdings has not historically paid dividends on its common stock. HERC Holdings' payment of dividends on its common stock following the Spin-Off will be determined by its board of directors in its sole discretion and will depend on business conditions, its financial condition, earnings, liquidity and capital requirements, any covenants in documents governing its indebtedness and other factors. As of the date of this information statement, Hertz Holdings has no plans to pay dividends on its common stock.

CAPITALIZATION

The following table shows, and the respective footnotes thereto further describe, the cash and cash equivalents and total capitalization of HERC Holdings as of March 31, 2016 on an actual basis and as adjusted to reflect the Pro Forma Transactions, as defined in “Unaudited Pro Forma Condensed Combined Financial Information,” which include the related financing transactions. Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the “accounting successor” to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented.

The information below is not necessarily indicative of what our cash and cash equivalents and total capitalization would have been had the Pro Forma Transactions been completed as of March 31, 2016. In addition, it is not indicative of our future cash and cash equivalents and total capitalization. The information below is derived from, and is qualified in its entirety by reference to, our historical and pro forma financial statements and the notes thereto included elsewhere in this information statement, and should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Unaudited Pro Forma Condensed Combined Financial Information” and our audited annual combined financial statements and the related notes thereto included elsewhere in this information statement.

	March 31, 2016	
	Actual	As Adjusted
	(Unaudited) (In millions)	
Cash and Cash Equivalents	\$ 12.3	\$ 12.3
Debt		
Total Debt	61.0	1,924.0
Equity		
Common Stock, \$0.01 par value, 2,000.0 million shares authorized, 465.3 shares issued and 424.3 shares outstanding ^(a)	4.6	4.6
Additional paid-in capital	3,719.6	1,930.3
Accumulated deficit	(607.0)	(607.0)
Accumulated other comprehensive income (loss)	(205.4)	(205.4)
Treasury stock, at cost, 40.9 shares	(692.0)	(692.0)
Total Equity	2,219.8	430.5
Total Capitalization	\$ 2,280.8	\$ 2,354.5

(a) The number of shares of common stock authorized, issued and outstanding does not reflect the impact of the reverse stock split as we have not finalized our post spin-off capitalization.

SELECTED HISTORICAL COMBINED FINANCIAL DATA

The following tables present selected combined financial information and other data for HERC Holdings' business. The selected combined statement of operations data for the years ended December 31, 2015, 2014 and 2013, and the selected combined balance sheet data as of December 31, 2015 and 2014 presented below were derived from our audited annual combined financial statements and the related notes thereto included elsewhere in this information statement. The selected combined statement of operations data for the three months ended March 31, 2016 and 2015, and the selected combined balance sheet data as of March 31, 2016 presented below were derived from our unaudited interim combined financial statements and the related notes thereto included elsewhere in this information statement. The selected combined statement of operations data for the year ended December 31, 2012 and 2011 and the selected combined balance sheet data as of December 31, 2013, 2012 and 2011 were derived from condensed combined financial statements not included herein.

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the "accounting successor" to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented.

As such, our historical combined financial statements have been prepared on a stand-alone basis in accordance with accounting principles generally accepted in the United States of America ("GAAP") and are derived from Hertz Holdings' consolidated financial statements and accounting records using the historical results of operations and assets and liabilities attributed to the equipment rental operations, and include allocations of expenses from Hertz Holdings. The historical results are not necessarily indicative of HERC Holdings' results in any future period and do not necessarily reflect what the financial position and results of operations of the equipment rental business would have been had HERC Holdings operated as a stand-alone public company during the periods presented, including changes that will occur as a result of or in connection with the Spin-Off.

The combined financial statements include net interest expense on loans receivable from and payable to affiliates and expense allocations for certain corporate functions historically performed by Hertz, including, but not limited to, general corporate expenses related to finance, legal, information technology, human resources, communications, employee benefits and incentives, insurance and stock-based compensation. These expenses have been allocated to us on the basis of direct usage when identifiable, with the remainder allocated on the basis of revenues, operating expenses, headcount or other relevant measures. Management believes the assumptions underlying the combined financial statements, including the assumptions regarding the allocation of corporate expenses from Hertz, are reasonable. Nevertheless, the combined financial statements may not include all of the expenses that would have been incurred had we been a stand-alone company during the years presented and may not reflect our combined financial position, results of operations and cash flows had we been a stand-alone company during the periods presented. Actual costs that would have been incurred if we had been a stand-alone company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure.

You should read the following information in conjunction with the section of this information statement entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our unaudited pro forma condensed combined financial statements and audited annual combined financial statements and the respective related notes thereto included elsewhere in this information statement.

(In millions, except per share data)	Three Months Ended March 31,		Years ended December 31,				
	2016 ^(b)	2015 ^(b)	2015 ^(b)	2014 ^(b)	2013 ^(b)	2012 ^(b)	2011
Statement of Operations Data	(unaudited)						
Revenues:							
Equipment rentals	\$ 307.8	\$ 331.6	\$ 1,411.7	\$ 1,455.8	\$ 1,406.9	\$ 1,260.2	\$ 1,101.7
Sales of revenue earning equipment	37.5	46.5	161.2	198.7	198.1	228.2	250.6
Sales of new equipment, parts and supplies	17.3	19.5	92.1	95.4	113.7	104.8	92.4
Service and other revenues	3.0	3.7	13.2	20.5	16.9	15.1	13.1
Total revenues	<u>365.6</u>	<u>401.3</u>	<u>1,678.2</u>	<u>1,770.4</u>	<u>1,735.6</u>	<u>1,608.3</u>	<u>1,457.8</u>
Expenses:							
Direct operating	159.6	175.2	706.2	718.9	673.9	636.9	576.9
Depreciation of revenue earning equipment	81.8	83.1	343.7	340.0	325.3	289.8	293.9
Cost of sales of revenue earning equipment	45.4	39.8	146.8	188.4	171.5	210.5	233.3
Cost of sales of new equipment, parts and supplies	13.1	15.2	73.0	77.5	89.9	82.1	72.8
Selling, general and administrative	61.3	72.1	270.5	248.6	204.3	212.6	176.7
Restructuring	0.3	0.7	4.3	5.7	10.1	8.7	18.3
Impairment	—	—	—	9.6	—	—	—
Interest expense, net	6.5	9.5	32.9	41.4	72.9	80.9	79.6
Other (income) expense, net	(0.9)	(1.0)	(56.1)	(4.2)	34.6	(1.8)	0.2
Total expenses	<u>367.1</u>	<u>394.6</u>	<u>1,521.3</u>	<u>1,625.9</u>	<u>1,582.5</u>	<u>1,519.7</u>	<u>1,451.7</u>
Income (loss) before income taxes	(1.5)	6.7	156.9	144.5	153.1	88.6	6.1
(Provision) benefit for taxes on income	—	(5.0)	(45.6)	(54.8)	(55.0)	(27.2)	2.0
Net income (loss)	<u>\$ (1.5)</u>	<u>\$ 1.7</u>	<u>\$ 111.3</u>	<u>\$ 89.7</u>	<u>\$ 98.1</u>	<u>\$ 61.4</u>	<u>\$ 8.1</u>
Weighted average shares outstanding:							
Basic	423.9	458.8	452.3	454.0	422.3	419.9	415.9
Diluted	423.9	461.9	456.4	464.4	463.9	448.2	444.8
Earnings per share ^(a) :							
Basic	\$ —	\$ —	\$ 0.25	\$ 0.20	\$ 0.23	\$ 0.15	\$ 0.02
Diluted	\$ —	\$ —	\$ 0.24	\$ 0.20	\$ 0.23	\$ 0.14	\$ 0.02

	As of March 31,		As of December 31,				
	2016	2015	2014	2013	2012	2011	
Balance Sheet Data	(unaudited)						
Cash and cash equivalents	\$ 12.3	\$ 15.7	\$ 18.9	\$ 15.4	\$ 23.2	\$ 45.1	
Total assets	3,355.1	3,406.8	3,611.3	4,132.1	3,710.2	3,209.2	
Total debt ^(c)	134.7	136.7	866.1	673.5	1,072.0	767.3	
Total equity	2,219.8	2,311.8	1,705.3	1,877.4	1,285.0	1,101.3	

- (a) See Note 18 - Equity and Earnings Per Share to the notes to our audited annual combined financial statements and Note 15 - Earnings Per Share to the notes to our unaudited interim combined financial statements included elsewhere in this information statement for a reconciliation of net income used in diluted earnings per share calculation.
- (b) Our results from 2012 and periods thereafter include the results of Cinelease from and after January 9, 2012, the date of its acquisition.
- (c) Includes net loans payable to affiliates as of March 31, 2016, December 31, 2015, 2014, 2013, 2012 and 2011 of \$73.7 million, \$73.2 million, \$449.0 million, \$226.0 million, \$397.7 million and \$358.0 million, respectively.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial statements as of March 31, 2016 and for the three months ended March 31, 2016 and the year ended December 31, 2015, were derived from our audited combined financial statements included elsewhere in this Information Statement.

The unaudited pro forma condensed combined financial statements reflect adjustments to our historical financial results in connection with the Spin-Off and related transactions. The unaudited pro forma condensed combined statement of operations gives effect to these events as if they occurred on January 1, 2015, the beginning of our last fiscal year. The unaudited pro forma condensed combined balance sheet gives the effect of these events as if they occurred as of March 31, 2016, our latest balance sheet date. The pro forma adjustments are described in the accompanying notes and include the following transactions (collectively, the "Pro Forma Transactions"):

- The issuance of approximately \$1.9 billion of debt.
- The settlement of intercompany account balances between us and THC.
- The transfer of approximately \$1.8 billion to THC.
- The impact of the Spin-Off, including the expected reverse stock split.

THC currently provides certain centrally managed services and corporate function support to us primarily in the areas of finance, legal, information technology, human resources, communications, employee benefits and incentives, insurance and stock-based compensation. Costs associated with centrally managed services have been billed to us on the basis of direct usage when identifiable, with the remainder allocated on the basis of revenues, operating expenses, headcount or other relevant measures.

As a stand-alone public company, we expect to incur additional recurring costs. Our preliminary estimates of the recurring costs expected to be incurred annually are approximately \$35 million to \$40 million higher than the expenses historically allocated to us from THC. Of these expenses, approximately \$15 million to \$20 million have not been included in these unaudited pro forma condensed combined financial statements.

Hertz Holdings has obtained stockholder approval of a reverse stock split as determined by the board of directors. The implementation of the reverse stock split would be effective immediately following the Spin-Off. If the reverse stock split is implemented, the number of authorized shares of common stock will be reduced in a proportional manner to the reverse stock split ratio.

The unaudited pro forma condensed combined financial statements are subject to the assumptions and adjustments described in the accompanying notes. Our management believes that these assumptions and adjustments are reasonable under the circumstances and given the information available at this time. However, these adjustments are subject to change as THC and we finalize the terms of the Spin-Off and our agreements related to the Spin-Off.

The unaudited pro forma financial information is for illustrative and informational purposes only and is not intended to represent, or be indicative of, what our financial position or results of operations would have been had the Spin-Off and related transactions occurred on the dates indicated. The unaudited pro forma financial information also should not be considered representative of our financial position, and you should not rely on the financial information presented below as a representation of our future performance.

The unaudited pro forma condensed combined financial statements should be read in conjunction with our audited combined financial statements and accompanying notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this Information Statement.

Herc Holdings Inc.
(a/k/a Hertz Global Holdings, Inc.)
Unaudited Pro Forma Condensed Combined Balance Sheet
As of March 31, 2016
(in millions)

	Historical	Financing Adjustments	Other Adjustments	Pro Forma
ASSETS				
Cash and cash equivalents	\$ 12.3	\$ 1,789.3 ^{(a)(c)}	\$ (1,789.3) ⁽ⁱ⁾	\$ 12.3
Restricted cash and cash equivalents	11.7	—	—	11.7
Receivables, net	267.2	—	—	267.2
Taxes receivable	8.7	—	—	8.7
Inventories, at lower of cost or market	20.0	—	—	20.0
Prepaid expenses and other assets	20.3	—	—	20.3
Total current assets	<u>340.2</u>	<u>1,789.3</u>	<u>(1,789.3)</u>	<u>340.2</u>
Revenue earning equipment, net	2,361.0	—	—	2,361.0
Property and equipment, net	244.0	—	—	244.0
Other intangible assets, net	302.9	—	—	302.9
Goodwill	91.0	—	—	91.0
Other long-term assets	16.0	—	— ^(b)	16.0
Total assets	<u>\$ 3,355.1</u>	<u>\$ 1,789.3</u>	<u>\$ (1,789.3)</u>	<u>\$ 3,355.1</u>
LIABILITIES AND EQUITY				
Current maturities of long-term debt	\$ 10.3	\$ —	\$ —	\$ 10.3
Loans payable to affiliates	73.7	(73.7) ^(c)	—	—
Accounts payable	148.9	—	—	148.9
Other accrued liabilities	51.8	—	— ^(b)	51.8
Accrued taxes	40.6	—	—	40.6
Total current liabilities	<u>325.3</u>	<u>(73.7)</u>	<u>—</u>	<u>251.6</u>
Long-term debt	50.7	1,863.0 ^(a)	—	1,913.7
Other long-term liabilities	31.9	—	—	31.9
Deferred taxes	727.4	—	—	727.4
Total liabilities	<u>1,135.3</u>	<u>1,789.3</u>	<u>—</u>	<u>2,924.6</u>
Commitments and contingencies				
Total equity	2,219.8	—	(1,789.3) ^{(b)(i)}	430.5
Total liabilities and equity	<u>\$ 3,355.1</u>	<u>\$ 1,789.3</u>	<u>\$ (1,789.3)</u>	<u>\$ 3,355.1</u>

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements

Herc Holdings Inc.
Unaudited Pro Forma Condensed Combined Statement of Operations
For the Three Months Ended March 31, 2016
(in millions, except per share amounts)

	<u>Historical</u>	<u>Financing Adjustments</u>	<u>Other Adjustments</u>	<u>Pro Forma</u>
Revenues:				
Equipment rentals	\$ 307.8	\$ —	\$ —	\$ 307.8
Sales of revenue earning equipment	37.5	—	—	37.5
Sales of new equipment, parts and supplies	17.3	—	—	17.3
Service and other revenues	3.0	—	—	3.0
Total revenues	365.6	—	—	365.6
Expenses:				
Direct operating	159.6	—	—	159.6
Depreciation of revenue earning equipment	81.8	—	—	81.8
Cost of sales of revenue earning equipment	45.4	—	—	45.4
Cost of sales of new equipment, parts and supplies	13.1	—	—	13.1
Selling, general and administrative	61.3	—	(1.2) ^{(b)(e)}	60.1
Restructuring	0.3	—	—	0.3
Interest expense, net	6.5	14.9 ^(d)	—	21.4
Other income, net	(0.9)	—	—	(0.9)
Total expenses	367.1	14.9	(1.2)	380.8
Income (loss) before income taxes	(1.5)	(14.9)	1.2	(15.2)
(Provision) benefit for taxes on income (loss)	—	5.8 ^(f)	(0.5) ^(f)	5.3
Net income (loss)	\$ (1.5)	\$ (9.1)	\$ 0.7	\$ (9.9)
Pro forma earnings per share:				
Basic				\$ (0.23) ^(g)
Diluted				\$ (0.23) ^(h)
Pro forma weighted average shares outstanding:				
Basic				42.4 ^(g)
Diluted				42.4 ^(h)

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements

Herc Holdings Inc.
Unaudited Pro Forma Condensed Combined Statement of Operations
For the Year Ended December 31, 2015
(in millions, except per share amounts)

	<u>Historical</u>	<u>Financing Adjustments</u>	<u>Other Adjustments</u>	<u>Pro Forma</u>
Revenues:				
Equipment rentals	\$ 1,411.7	\$ —	\$ —	\$ 1,411.7
Sales of revenue earning equipment	161.2	—	—	161.2
Sales of new equipment, parts and supplies	92.1	—	—	92.1
Service and other revenues	13.2	—	—	13.2
Total revenues	1,678.2	—	—	1,678.2
Expenses:				
Direct operating	706.2	—	—	706.2
Depreciation of revenue earning equipment	343.7	—	—	343.7
Cost of sales of revenue earning equipment	146.8	—	—	146.8
Cost of sales of new equipment, parts and supplies	73.0	—	—	73.0
Selling, general and administrative	270.5	—	(6.5) ^{(b)(e)}	264.0
Restructuring	4.3	—	—	4.3
Interest expense, net	32.9	68.9 ^(d)	—	101.8
Other (income) expense, net	(56.1)	—	—	(56.1)
Total expenses	1,521.3	68.9	(6.5)	1,583.7
Income (loss) before income taxes	156.9	(68.9)	6.5	94.5
(Provision) benefit for taxes on income (loss)	(45.6)	26.9 ^(f)	(2.5) ^(f)	(21.2)
Net income (loss)	\$ 111.3	\$ (42.0)	\$ 4.0	\$ 73.3
Pro forma earnings per share:				
Basic				\$ 1.62 ^(g)
Diluted				\$ 1.62 ^(h)
Pro forma weighted average shares outstanding:				
Basic				45.2 ^(g)
Diluted				45.3 ^(h)

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements

HERC HOLDINGS INC.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

- (a) Adjustment reflects our expected incurrence of approximately \$1.9 billion of new long-term debt less debt issuance costs of \$34.1 million. The debt is expected to consist of \$1.1 billion of corporate bonds and a drawdown of \$797.0 million on the new Senior ABL Facility of \$1.75 billion. The debt issuance costs will be capitalized and amortized over the respective financing terms, and are shown as a reduction of the outstanding long-term debt as of March 31, 2016
- (b) Reflects the impact of assets, liabilities and related expenses that we expect to assume from THC that were not included in our historical combined financial statements.
- (c) Adjustment reflects the settlement of the intercompany accounts due to THC of \$73.7 million. The proceeds from the issuance of new debt described in (a) will be used to settle this amount.
- (d) Adjustment reflects interest expense related to the approximately \$1.9 billion in debt that we expect to incur. The pro forma interest expense was calculated based on the expected issuance of \$1.1 billion of corporate bonds and a drawdown of \$797.0 million on the new Senior ABL Facility. We expect the weighted-average interest rate on the debt to be approximately 4.9%. Interest expense also includes amortization of the approximately \$34.1 million in debt issuance costs. The amortization of the debt issuance costs is based on the weighted average life of the debt of 6.2 years. Actual interest expense may be higher or lower depending on fluctuations in interest rates. The actual interest rate will depend on financial market conditions at the time of the issuance of debt, the types of debt and the relative allocation of debt issued. A one-eighth percentage change in interest would result in a \$2.4 million change in annual interest expense.

Adjustment also reflects the removal of the historical interest expense. For pro forma purposes the interest on the new debt will replace the interest on the historical debt.

- (e) Adjustment reflects the removal of the \$1.2 million and \$6.5 million royalty expense paid to THC under the existing royalty arrangements for the three months ended March 31, 2016 and the year ended December 31, 2015, respectively. As part of the Spin-Off we will enter into a new intellectual property agreement with THC, pursuant to which we will continue to have the right to use certain intellectual property associated with the Hertz brand for a period of four years on a no royalty basis, subject to the terms of the intellectual property agreement.
- (f) Adjustment reflects the net impact to income tax expense of the pro forma adjustment using the statutory tax rate of 39%. Our effective tax rate could be different (either higher or lower) depending on activities subsequent to the Spin-Off.
- (g) Pro forma basic earnings per share and pro forma weighted-average basic shares outstanding are based on the number of Hertz Holdings weighted-average basic shares outstanding for the three months ended March 31, 2016 and for the year ended December 31, 2015, as adjusted to reflect the expected reverse stock split ratio of one ordinary share of HERC Holdings for every ten ordinary shares of Hertz Holdings.
- (h) Pro forma diluted earnings per share and pro forma weighted-average diluted shares outstanding after giving effect to the reverse stock split described in (g), and the impact of the replacement of Hertz Holdings' equity awards by New Hertz as of the spin date.
- (i) Reflects an estimated \$1.8 billion cash transfer to THC prior to the Spin-Off based on the assumed net proceeds of the debt described in (a). The amount of cash proceeds received from debt incurred prior to the Spin-Off, and thus the amount of cash transferred to THC, will depend on market conditions at the time we incur the debt, which is not certain at this time. In addition, the adjustment reflects our anticipated post Spin-off capital structure, including the expected stock split impact.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The statements in Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") regarding industry outlook, our expectations regarding the performance of our business and the other non-historical statements are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in "Risk Factors." The following MD&A provides information that we believe to be relevant to an understanding of our combined financial condition and results of operations. Our actual results may differ materially from those contained in or implied by any forward-looking statements. You should read the following MD&A together with the sections entitled "Cautionary Note Regarding Forward-Looking Statements," "Risk Factors," "Selected Historical Combined Financial Data" and our combined financial statements and related notes included elsewhere in this information statement.

In this MD&A we refer to certain Non-GAAP measures, including the following:

- Adjusted EBITDA - important to management because it allows management to assess the operational performance of our business, exclusive of certain items. Management believes that it is important to investors for the same reasons it is important to management and because it allows them to assess our operational performance on the same basis that management uses internally.*
- Dollar Utilization - important to management and investors because it is the measurement of the proportion of our equipment rental revenue earning equipment, including additional capitalized refurbishment costs (with the basis for refurbished assets reset at the refurbishment date), that is being used to generate revenues relative to the total amount of available equipment fleet capacity.*
- Time Utilization - important to management and investors as it measures the extent to which the equipment rental fleet is on rent compared to total operated fleet and is an efficiency measurement utilized by participants in the equipment rental industry.*
- Same Store Revenue Growth - important to management and investors because it allows management to assess the operational performance of our existing branches that have been operational for more than one year.*

Non-GAAP measures should not be considered in isolation and should not be considered superior to, or a substitute for, financial measures calculated in accordance with U.S. GAAP. The above Non-GAAP measures are defined and reconciled to their most comparable U.S. GAAP measure in the "Results of Operations and Selected Operating Data" section of this MD&A.

The Spin-Off

On March 18, 2014 Hertz Holdings announced board approval of a plan to separate its business into two separate independent public companies, one of which will operate Hertz Holdings' global car rental business and the other of which will operate its global equipment rental business, by means of a tax-free spin-off. In connection with the Spin-Off, Hertz Holdings will undertake an internal reorganization, including causing The Hertz Corporation, or "Hertz," as well as the other subsidiaries of Hertz Holdings that conduct its global car rental business, to become subsidiaries of Hertz Holdings' newly formed, wholly owned subsidiary, Hertz Rental Car Holding Company, Inc., or "New Hertz." Following the internal reorganization, Hertz Holdings will distribute to its stockholders all of the issued and outstanding shares of common stock of New Hertz via dividend. Following the Spin-Off, New Hertz will operate Hertz Holdings' global car rental business through its operating subsidiaries, including Hertz, and Hertz Holdings (Hertz Holdings being referred to, following the Spin-Off, as "HERC Holdings") will continue to operate Hertz Holdings' global equipment rental business through its operating subsidiaries, including Hertz Equipment Rental Corporation (to be renamed Herc Rentals Inc., "HERC"). In addition to this internal reorganization and in connection with the Spin-Off, it is expected that HERC, which is to be a wholly owned subsidiary of HERC Holdings following the Spin-Off, will transfer to Hertz and its subsidiaries approximately \$1.8 billion. To fund, among other things, such transfers and in connection with the Spin-Off, HERC expects to enter into financing arrangements. In this information statement, we refer to these transactions as the "related financing transactions."

The actual amount of cash transfers made to Hertz and its subsidiaries by HERC prior to or in connection with the Spin-Off will depend upon the financial performance and cash position of HERC prior to the Spin-Off, among other factors. For further information concerning the transactions that are being effected in connection with the Spin-Off, see "Relationship Between New Hertz and HERC Holdings—Agreements Between Hertz Holdings and New Hertz—Separation and Distribution Agreement."

Despite the fact that New Hertz is being spun off from Hertz Holdings in the Spin-Off and will be the legal spinnee in the transaction, for accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the “accounting successor” to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in this information statement, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated company, as if HERC Holdings were a stand-alone company for all periods presented. The historical financial information of HERC Holdings presented in the following discussion and analysis is not necessarily indicative of what HERC Holdings’ financial position or results of operations actually would have been had HERC Holdings operated as a separate, independent company for the periods presented.

Overview of Our Business and Operating Environment

We are engaged principally in the business of renting equipment. Ancillary to our principal business of equipment rental, we also re-rent certain specialized equipment, sell used rental equipment, sell new equipment and consumables and offer certain service and support to our customers. We also license the right to use our brand name under franchise arrangements to equipment rental businesses which rent equipment that they own. Our profitability is dependent upon a number of factors including the volume, mix and pricing of rental transactions and the utilization of equipment. Significant changes in the purchase price or residual values of equipment or interest rates can have a significant effect on our profitability depending on our ability to adjust pricing for these changes. Our business requires significant expenditures for equipment, and consequently we require substantial liquidity to finance such expenditures. See “Liquidity and Capital Resources” below.

Our revenues primarily are derived from rental and related charges and consist of:

- equipment rental (includes all revenue associated with the rental of equipment including charges for delivery, loss damage waivers and fueling);
- sales of revenue earning equipment and sales of new equipment, parts and supplies; and
- service and other revenues (primarily relating to training and labor provided to customers).

Our expenses primarily consist of:

- direct operating expenses (primarily wages and related benefits; facility, self-insurance and reservation costs; and other costs relating to the operation and rental of revenue earning equipment, such as damage, maintenance and fuel costs);
- cost of sales of revenue earning equipment, new equipment, parts and supplies;
- depreciation expense and lease charges relating to revenue earning equipment;
- selling, general and administrative expenses; and
- interest expense.

Seasonality

Our equipment rental operation is a seasonal business, with demand for our rental equipment tending to be lower in the winter months. We have the ability to manage fleet capacity, the most significant portion of our cost structure, to meet market demand. For instance, to accommodate increased demand, we increase our available fleet and staff during the second and third quarters of the year. A number of our other major operating costs vary directly with revenues or transaction volumes, however, certain operating expenses, including rent, insurance, and administrative overhead, remain fixed and cannot be adjusted for seasonal demand. Seasonal changes in our revenues do not significantly alter those fixed expenses, typically resulting in higher profitability in periods when our revenues are higher, and lower profitability in periods when our revenues are lower. Our equipment rental business, especially in the construction industry, has historically experienced decreased levels of business from December until late spring and heightened activity during our third and fourth quarter until December. Additionally, in an effort to reduce the impacts of seasonality, we are focused on expanding our customer base through specialty products that have less seasonality and complement other cycles.

Operating Highlights

Highlights of our business and financial performance during the first quarter of 2016 and key factors influencing our results include:

- Equipment rental revenues declined \$23.8 million, or 7.2%, primarily due to the sale of our operations in France and Spain which closed on October 30, 2015 and continued weakness in the upstream oil and gas markets;
- Equipment rental revenues increased in non oil and gas markets by 4% for the first quarter of 2016 as compared to the first quarter of 2015;
- Revenue from new accounts in North America are up approximately 20% during the first quarter of 2016, as compared to 2015;
- Net capital expenditures for revenue earning equipment decreased \$63.0 million during the first quarter of 2016 as compared to the first quarter of 2015; and
- Costs associated with the spin-off transaction were approximately \$9.2 million during the first quarter of 2016, as compared to \$9.3 million during the first quarter of 2015.

Results of Operations

	Three Months Ended March 31,		\$ change	% change
	2016	2015		
Equipment rentals	\$ 307.8	\$ 331.6	\$ (23.8)	(7.2)%
Sales of revenue earning equipment	37.5	46.5	(9.0)	(19.4)%
Sales of new equipment, parts and supplies	17.3	19.5	(2.2)	(11.3)%
Service and other revenues	3.0	3.7	(0.7)	(18.9)%
Total revenues	365.6	401.3	(35.7)	(8.9)%
Direct operating	159.6	175.2	(15.6)	(8.9)%
Depreciation of revenue earning equipment	81.8	83.1	(1.3)	(1.6)%
Cost of sales of revenue earning equipment	45.4	39.8	5.6	14.1 %
Cost of sales of new equipment, parts and supplies	13.1	15.2	(2.1)	(13.8)%
Selling, general and administrative	61.3	72.1	(10.8)	(15.0)%
Restructuring	0.3	0.7	(0.4)	(57.1)%
Interest expense, net	6.5	9.5	(3.0)	(31.6)%
Other (income) expense, net	(0.9)	(1.0)	0.1	(10.0)%
Income (loss) before income taxes	(1.5)	6.7	(8.2)	NM
Income tax provision	—	(5.0)	5.0	NM
Net income (loss)	\$ (1.5)	\$ 1.7	\$ (3.2)	NM

NM - Not Meaningful

Three Months Ended March 31, 2016 Compared with Three Months Ended March 31, 2015

Equipment rental revenues decreased \$23.8 million, or 7.2%, when compared with the prior-year period and decreased \$19.4 million, excluding the \$4.4 million impact of foreign currency. Revenues were negatively affected by continuing weakness in upstream oil and gas markets and the absence of revenue due to the sale of our operations in France and Spain in October 2015 that accounted for \$19.4 million of revenue during the three months ended March 31, 2015. Equipment rental volumes declined 4% in the first quarter of 2016 as compared to 2015, primarily due to the sale of our operations in France and Spain. Excluding this impact, volumes increased 1% due to new account growth in non-oil and gas markets. Pricing for the first quarter increased less than 1% as compared to 2015.

Revenue in upstream oil and gas markets represented approximately 19% of equipment rental revenue in the first quarter of

2016, excluding currency effects. Upstream oil and gas market revenue was down approximately 33% as compared to the first quarter of 2015, as major oil producers reduced spending. In contrast, all other equipment rental revenue increased approximately 4% in the first quarter of 2016 as compared to 2015.

Sales of revenue earning equipment declined during the three months ended March 31, 2016 by \$9.0 million or 19.4%. During the first quarter of 2015, there was higher sales activity due to management's initiative that began in the fourth quarter of 2014 to reduce the fleet size in certain markets in accordance with projected customer demand and the declining demand in the oil and gas industry, and also to reduce the fleet unavailable for rent. The corresponding cost of sales of revenue earning equipment was 121.1% in 2016 compared to 85.6% in 2015. The loss on sale of revenue earning equipment in 2016 was primarily due to the additional sales of equipment used in the upstream oil and gas markets and equipment manufactured by certain suppliers as we reduce the number of brands of equipment we carry in our fleet through the auction channel.

Sales of new equipment, parts and supplies decreased \$2.2 million, or 11.3%. This decrease is due to a decline in the volume of sales during 2016 partially due to the decline in spending from our oil and gas customers. The cost of sales of new equipment, parts and supplies as a percent of the revenue was 75.7% for 2016 compared to 77.9% for 2015. The slight decrease was due to the mix of the new equipment sold.

Direct operating expenses decreased \$15.6 million in the first quarter of 2016 when compared to the first quarter of 2015 primarily due to the following:

- Fleet and related expenses decreased \$5.5 million as a result of lower outside maintenance expenses of \$1.4 million as more maintenance was performed by internal mechanics. Additionally, delivery and other vehicle operating expenses were lower by \$2.8 million primarily due to the sale of our operations in France and Spain.
- Personnel related expenses decreased \$1.5 million primarily due to a decrease in salary and benefits expense of \$5.3 million due to the sale of our operations in France and Spain, which was partially offset by a \$3.1 million increase in salary related expenses associated with a reinvestment in branch management to drive operational improvements.
- Other direct operating costs decreased \$8.6 million primarily due to lower amortization of \$7.3 million due to customer list intangibles that became fully amortized at December 31, 2015.

Depreciation of revenue earning equipment decreased \$1.3 million, or 1.6% in first quarter of 2016 when compared with 2015. The decrease was primarily driven by the sale of our operations in France and Spain of \$5.3 million, which was offset by increased depreciation due a larger fleet size as compared to the first quarter of 2015.

Selling, general and administrative expenses decreased \$10.8 million, or 15.0%, from the prior year primarily resulting from the sale of our operations in France and Spain, which accounted for \$3.0 million in expense during the first quarter of 2015. Our bad debt expense decreased by \$1.1 million due to improved collection efforts specifically on aged balances. Field administration expenses were reduced by \$1.6 million during the first quarter of 2016 due to an effort to reduce spending. Additionally, we had decreased legal, consulting and utility expenses of \$1.8 million during the first quarter of 2016.

Interest expense, net decreased \$3.0 million, or 31.6%, from the prior year. The decrease is due to a lower average outstanding debt balance during the three months ended March 31, 2016 on the Senior ABL facility as compared to the 2015 period.

The effective tax rate for the three months ended March 31, 2016 and 2015 was 2.4% and 75.2%, respectively. The effective tax rate for the first quarter of 2015 is higher than the statutory rate due to tax losses from our operations in France and Spain for which tax benefits are not realized. The effective tax rate for the full fiscal year 2016 is expected to be approximately 37.5%.

	Year Ended December 31,			2015 vs. 2014		2014 vs. 2013	
	2015	2014	2013	\$ change	% change	\$ change	% change
Equipment rentals	\$ 1,411.7	\$ 1,455.8	\$ 1,406.9	\$ (44.1)	(3.0)%	\$ 48.9	3.5 %
Sales of revenue earning equipment	161.2	198.7	198.1	(37.5)	(18.9)%	0.6	0.3 %
Sales of new equipment, parts and supplies	92.1	95.4	113.7	(3.3)	(3.5)%	(18.3)	(16.1)%
Service and other revenues	13.2	20.5	16.9	(7.3)	(35.6)%	3.6	21.3 %
Total revenues	1,678.2	1,770.4	1,735.6	(92.2)	(5.2)%	34.8	2.0 %
Direct operating expense	706.2	718.9	673.9	(12.7)	(1.8)%	45.0	6.7 %
Depreciation of revenue earning equipment	343.7	340.0	325.3	3.7	1.1 %	14.7	4.5 %
Cost of sales of revenue earning equipment	146.8	188.4	171.5	(41.6)	(22.1)%	16.9	9.9 %
Cost of sales of new equipment, parts and supplies	73.0	77.5	89.9	(4.5)	(5.8)%	(12.4)	(13.8)%
Selling, general and administrative expense	270.5	248.6	204.3	21.9	8.8 %	44.3	21.7 %
Restructuring	4.3	5.7	10.1	(1.4)	(24.6)%	(4.4)	(43.6)%
Impairment	—	9.6	—	(9.6)	(100.0)%	9.6	100.0 %
Interest expense, net	32.9	41.4	72.9	(8.5)	(20.5)%	(31.5)	(43.2)%
Other (income) expense, net	(56.1)	(4.2)	34.6	(51.9)	1,235.7 %	(38.8)	(112.1)%
Income before income taxes	156.9	144.5	153.1	12.4	8.6 %	(8.6)	(5.6)%
Income tax provision	(45.6)	(54.8)	(55.0)	9.2	(16.8)%	0.2	(0.4)%
Net income	\$ 111.3	\$ 89.7	\$ 98.1	\$ 21.6	24.1 %	\$ (8.4)	(8.6)%

Year Ended December 31, 2015 Compared with Year Ended December 31, 2014

Equipment rental revenues decreased \$44.1 million, or 3.0%, when compared with the prior-year and remained flat excluding the impact of foreign currency exchange rates. This was the result of a 2% increase in equipment rental volumes, which was offset by the continuing weakness in major upstream oil and gas markets discussed below. Pricing for 2015 was unchanged year-over-year. The increase in volume was driven by new account growth, which is primarily derived from small local contractors and customers in new and expanded business lines as we expand our business across a diverse group of industries. As a result of this new account growth, equipment rental revenue in non-oil and gas markets increased approximately 10% in 2015. Further, the sale of our operations in France and Spain on October 30, 2015 reduced revenue year-over-year.

Revenue from upstream oil and gas customers represented approximately 10% of equipment rental revenue in 2015, excluding currency effects, and was down approximately 31% in 2015 as major oil producers reduced spending. The effect of the reduced spending also impacted other sectors within those markets. Revenue in our major upstream oil and gas markets represented approximately 23% of equipment rental revenue in 2015, excluding currency effects. Revenue in these markets was down approximately 24% in 2015.

Sales of revenue earning equipment declined during the year ended December 31, 2015 by \$37.5 million or 18.9%. There was less revenue earning equipment in the rotation to be sold during 2015 as the average useful life of revenue earning equipment is approximately seven years and there was a decrease in capital expenditures during 2007 and 2008. Additionally, there was higher sales activity during 2014 to reduce the fleet size in certain markets in accordance with projected customer demand and the declining demand in the oil and gas industry, and also to reduce the fleet unavailable for rent. The corresponding cost of sales of revenue earning equipment was 91.1% in 2015 compared to 94.8% in 2014. The higher percentage during 2014 was mainly due to lower margins on the equipment that was sold ahead of the normal rotation due to management's initiative to reduce the fleet size to meet customer demand because of the decline in oil and gas, as well as to reduce fleet unavailable for rent.

Sales of new equipment, parts and supplies decreased \$3.3 million, or 3.5%. This decrease is due to a decline in the volume of sales during 2015 partially due to the decline in spending from our oil and gas customers. The cost of sales of new equipment, parts and supplies as a percent of the revenue was 79.3% for 2015 compared to 81.2% for 2014. The slight decrease was due to the mix of the new equipment sold.

Direct operating expenses decreased \$12.7 million, or 1.8%, primarily due to the following:

- Fleet and related expenses decreased \$10.0 million as a result of lower other vehicle operating expense of \$5.2 million due to a reduction in outside freight expense, primarily in Canada based on decreased demand from our oil and gas customers in that region. Additionally, delivery and maintenance expenses were lower by \$4.2 million primarily due to the sale of our operations in France and Spain in October 2015.
- Personnel related expenses increased \$3.7 million primarily due to salary expense of \$11.6 million associated with a rise in the headcount for mechanics driven by fleet repairs associated with reducing fleet unavailable for rent. This was offset by a decrease in salary expense of \$4.9 million due to the sale of our operations in France and Spain in October 2015 and \$3.5 million due to foreign exchange.
- Other direct operating costs decreased \$6.4 million primarily driven by a decrease in field system expense of \$1.5 million, restructuring related activities of \$1.4 million and insurance expense of \$2.9 million.

Depreciation of revenue earning equipment increased \$3.7 million, or 1.1% in 2015 when compared with 2014. The increase was driven by a slightly larger average fleet size as compared to 2014.

Selling, general and administrative expenses increased \$21.9 million, or 8.8%, from the prior year primarily resulting from \$5.0 million in costs associated with separation of a senior executive during second quarter of 2015 and increased costs related to an increase in sales force personnel in an effort to increase new account wins and diversify our customer base.

Restructuring expense decreased to \$4.3 million for 2015 compared to \$5.7 million for 2014, or a decrease of 24.6%. During 2014, there were 11 branch closings resulting in severance and branch closure costs. In 2015, all of the costs were related to headcount reductions and there were no branch closings.

Impairment charges of \$9.6 million relate to revenue earning equipment that was classified as held for sale at the end of 2014. Upon the decision to sell these assets, we determined the fair value and recorded an impairment charge.

Interest expense, net decreased \$8.5 million, or 20.5%, from the prior year. The reduction is the result of lower average outstanding debt balances during 2015, principally because no amounts were outstanding under the Senior ABL facility during the last half of 2015.

We had other income of \$56.1 million in 2015 as compared to income of \$4.2 million in 2014. During 2015, we recognized a gain on the sale of our France and Spain businesses of \$50.9 million. Other income in both periods include earnings from our joint ventures.

The effective tax rate for the year ended December 31, 2015 was 29.0% as compared to 37.9% in the year ended December 31, 2014, respectively. The change in effective tax rate in 2015 as compared to 2014 is primarily due to changes in geographic earnings mix offset by changes in valuation allowances for losses in certain non-U.S. jurisdictions where it is not more likely than not that these tax benefits will be realized. The year ended December 31, 2015 also includes a benefit for non-taxable book gain realized on sale of operations in France and Spain.

Year Ended December 31, 2014 Compared with Year Ended December 31, 2013

Equipment rental revenues increased \$48.9 million, or 3.5%, in 2014 when compared with the prior year period and increased \$63.3 million or 4.5%, excluding the impact of foreign currency exchange rates. We experienced increases of 6.0% and 1.5% in equipment rental volumes and pricing, respectively. The increase in volume was driven by growth in the non-residential construction industry and new account wins from efforts to diversify our customer base.

Sales of revenue earning equipment was very comparable for the years ended December 31, 2014 and 2013, only increasing 0.3%. The corresponding cost of sales of revenue earning equipment was 94.8% in 2014 compared to 86.6% in 2013. The increase during 2014 was mainly due to more equipment sold through auction which results in lower margins.

Sales of new equipment, parts and supplies decreased \$18.3 million, or 16.1%, resulting from the closure of two dealerships and a distribution center in late 2013. The corresponding cost of sales of new equipment, parts and supplies as a percent of the revenue was 81.2% for 2014 compared to 79.1% for 2013. The slight increase was due to the mix of the new equipment sold.

Direct operating expenses increased \$45.0 million, or 6.7%, from the prior year primarily due to the following:

- Fleet and related expenses increased \$25.0 million as a result of higher maintenance costs of \$21.2 million from the repair of our rental equipment to reduce fleet unavailable for rent. We also had an increase in gasoline expense of \$5.8 million due to higher usage. This was partially offset by lower equipment delivery costs of \$3.7 million primarily due to lower license and insurance costs.
- Personnel related expenses increased \$3.3 million primarily due to salary expense of \$9.6 million associated with a rise in the headcount for mechanics driven by fleet repairs to reduce the fleet unavailable for rent. This was offset by a decrease in outside service fees of \$4.6 million as we hired more mechanics and shifted away from outsourcing some of our equipment repair.
- Other direct operating costs increased \$16.7 million primarily driven by an increase in equipment re-rental expense which corresponds to higher re-rental activity in certain markets to meet customer demands.

Depreciation of revenue earning equipment increased \$14.7 million, or 4.5%, from the prior year. The increase was primarily driven by a 5% increase in the average acquisition cost of rental equipment operated during the period.

Selling, general and administrative expenses increased \$44.3 million, or 21.7%, from the prior year due mainly to \$28.3 million in costs for the spin-off transaction incurred in 2014. In addition, there were higher salary costs related to an increase in sales force personnel in an effort to increase new account wins and diversify our customer base.

Restructuring expense decreased \$4.4 million, or 43.6%, in 2014 when compared to 2013. During 2013 we reduced headcount and closed several branches, two dealerships and a distribution center resulting in severance costs as well as branch closure charges.

Impairment charges of \$9.6 million relate to revenue earning equipment that was classified as held for sale at the end of 2014. Upon the decision to sell these assets, we determined the fair value and recorded an impairment charge.

Interest expense, net decreased \$31.5 million, or 43.2%, from the prior year. The reduction is the result of lower average outstanding debt balances during 2014, principally because the 5.25% convertible senior notes at Hertz Holdings were converted by holders in May 2014 with the remaining outstanding balance maturing in June 2014 for a combined decrease of \$84 million.

We had other income of \$4.2 million in 2014 as compared to expense of \$34.6 million in 2013. Other income during 2014 and 2013 includes earnings from our joint venture. The earnings from our joint venture in 2013 were offset by \$27.5 million loss on extinguishment of debt and payment of \$11.9 million of cash premiums due to the conversion of the 5.25% convertible senior notes at Hertz Holdings.

The effective tax rate for the year ended December 31, 2014 was 37.9% as compared to 35.9% in the year ended December 31, 2013, respectively. The change in effective tax rate in 2014 as compared to 2013 is primarily due to changes in geographic earnings mix offset by changes in valuation allowances for losses in certain non-U.S. jurisdictions for which tax benefits cannot be realized.

Selected Operating Data

The following table sets forth certain of our selected equipment rental and other operating data for each of the periods indicated (in millions, except where indicated otherwise):

	Three Months Ended March 31,		Year Ended December 31,		
	2016	2015	2015	2014	2013
Same store revenue growth ^(a)	(1.0)%	0.5%	(1.0)%	5.0%	10.0%
Adjusted EBITDA ^(b)	107.8	129.4	\$ 600.6	\$ 649.6	\$ 680.5
Dollar utilization ^(c)	32.5 %	34.0%	35.0 %	36.0%	37.0%
Time utilization ^(d)	60.0 %	61.5%	64.0 %	64.0%	65.0%

- (a) Same-store revenue growth is calculated as the year-over-year change in revenue for locations that are open at the end of the period reported and have been operating under our direction for more than twelve months. The same-store revenue amounts are adjusted in all periods to eliminate the effect of fluctuations in foreign currency. Our management believes eliminating the effect of fluctuations in foreign currency is appropriate so as not to affect the comparability of underlying trends.
- (b) EBITDA represents the sum of net income, provision for income taxes, interest expense, net, depreciation of revenue earning equipment and non-rental depreciation and amortization. Adjusted EBITDA represents EBITDA plus the sum of the merger and acquisition related costs, restructuring and restructuring related charges, spin-off costs, stock based compensation charges, loss on extinguishment of debt, and impairment charges. These items are excluded from adjusted EBITDA internally, when evaluating our operating performance and allow investors to make a more meaningful comparison between our core business operating results over different periods of time, as well as with those of other similar companies. Management believes that EBITDA and adjusted EBITDA, when viewed with the Company's results under U.S. generally accepted accounting principles ("GAAP") and the accompanying reconciliations, provide useful information about operating performance and period-over-period performance, and provide additional information that is useful for evaluating the operating performance of our core business without regard to potential distortions. Additionally, management believes that EBITDA and adjusted EBITDA help investors gain an understanding of the factors and trends affecting our ongoing cash earnings, from which capital investments are made and debt is serviced. However, EBITDA and adjusted EBITDA are not measures of financial performance or liquidity under GAAP and, accordingly, should not be considered as alternatives to net income or cash flow from operating activities as indicators of operating performance or liquidity. The reconciliation of adjusted EBITDA to net income is presented below (in millions):

	Three Months Ended March 31,		Year Ended December 31,		
	2016	2015	2015	2014	2013
Net income (loss)	\$ (1.5)	\$ 1.7	\$ 111.3	\$ 89.7	\$ 98.1
Provision for taxes on income	—	5.0	45.6	54.8	55.0
Interest expense, net	6.5	9.5	32.9	41.4	72.9
Depreciation of revenue earning equipment	81.8	83.1	343.7	340.0	325.3
Non-rental depreciation and amortization	10.5	18.8	77.2	75.1	68.9
EBITDA	97.3	118.1	610.7	601.0	620.2
Restructuring charges ⁽¹⁾	0.3	0.7	4.3	5.7	10.1
Restructuring related charges ⁽²⁾	—	1.1	8.0	2.8	1.6
Spin-off costs ⁽³⁾	9.2	9.3	25.8	28.3	—
Stock-based compensation charges ⁽⁴⁾	1.0	0.2	2.7	1.4	5.3
Loss on extinguishment of debt ⁽⁵⁾	—	—	—	0.8	39.4
Impairment charges ⁽⁶⁾	—	—	—	9.6	—
Gain on disposal of business ⁽⁷⁾	—	—	(50.9)	—	—
Other ⁽⁸⁾	—	—	—	—	3.9
Adjusted EBITDA	\$ 107.8	\$ 129.4	\$ 600.6	\$ 649.6	\$ 680.5

(1) Represents expenses incurred under restructuring actions as defined in U.S. GAAP.

(2) Represents incremental costs incurred directly supporting restructuring initiatives.

(3) Represents expenses associated with the anticipated spin-off transaction announced in March 2014.

(4) Represents non-cash stock-based compensation charges.

(5) In 2013, represents losses on extinguishment of debt of \$27.5 million and payment of \$11.9 million of cash premiums due to the conversion of the 5.25% convertible senior notes.

(6) Represents impairment charges related to revenue earning equipment held for sale.

(7) Represents the pre-tax gain on the sale of our operations in France and Spain.

(8) Represents litigation settlements in 2013.

The table below provides a reconciliation of net cash provided by our operating activities to EBITDA and adjusted EBITDA (in millions):

	Three Months Ended March 31,		Year Ended December 31,		
	2016	2015	2015	2014	2013
Net cash provided by operating activities	\$ 102.1	\$ 137.2	\$ 498.1	\$ 457.6	\$ 572.7
Adjustments for items included in net cash provided by operating activities but excluded from the calculation of EBITDA:					
Amortization and write-off of debt issuance costs	(1.1)	(1.1)	(4.5)	(6.2)	(23.9)
Gain on sale of revenue earning equipment, net	(7.9)	6.7	14.4	10.3	38.5
Gain (loss) on sale of property and equipment	0.4	0.3	1.7	2.2	4.3
Provision for receivables allowance	(9.2)	(8.9)	(33.7)	(31.3)	(26.5)
Stock-based compensation charges	(1.0)	(0.2)	(2.7)	(1.4)	(5.3)
Impairment	—	—	—	(9.6)	—
Gain on disposal of business	—	—	50.9	—	—
(Gain) loss on revaluation of foreign denominated debt	—	(3.4)	(3.1)	2.2	(0.6)
Income from joint ventures	0.9	1.0	4.1	4.7	3.0
Loss on extinguishment of debt	—	—	—	(0.8)	(27.5)
Deferred taxes on income	0.1	(0.1)	(22.3)	(33.4)	(33.5)
Changes in assets and liabilities	6.5	(27.9)	29.3	110.5	(8.9)
Provision for taxes on income	—	5.0	45.6	54.8	55.0
Interest expense, net	6.5	9.5	32.9	41.4	72.9
EBITDA	97.3	118.1	610.7	601.0	620.2
Restructuring charges ⁽¹⁾	0.3	0.7	4.3	5.7	10.1
Restructuring related charges ⁽²⁾	—	1.1	8.0	2.8	1.6
Spin-off costs ⁽³⁾	9.2	9.3	25.8	28.3	—
Stock-based compensation charges ⁽⁴⁾	1.0	0.2	2.7	1.4	5.3
Loss on extinguishment of debt ⁽⁵⁾	—	—	—	0.8	39.4
Impairment charges ⁽⁶⁾	—	—	—	9.6	—
Gain on disposal of business ⁽⁷⁾	—	—	(50.9)	—	—
Other ⁽⁸⁾	—	—	—	—	3.9
Adjusted EBITDA	\$ 107.8	\$ 129.4	\$ 600.6	\$ 649.6	\$ 680.5

(1) Represents expenses incurred under restructuring actions as defined in U.S. GAAP.

(2) Represents incremental costs incurred directly supporting business transformation initiatives.

(3) Represents expenses associated with the anticipated spin-off transaction announced in March 2014.

(4) Represents non-cash stock-based compensation charges.

(5) In 2013, represents losses on extinguishment of debt of \$27.5 million and payment of \$11.9 million of cash premiums due to the conversion of the 5.25% convertible senior notes.

(6) Represents impairment charges related to revenue earning equipment held for sale.

(7) Represents the pre-tax gain on the sale of our operations in France and Spain.

(8) Represents litigation settlements in 2013.

(c) Dollar utilization means revenue derived from the rental of equipment divided by the original cost of the equipment including additional capitalized refurbishment costs (with the basis of refurbished assets reset at the refurbishment date).

(d) Time utilization means the percentage of time an equipment unit is on-rent during a given period.

Liquidity and Capital Resources

Significant factors driving our liquidity position include cash flows generated from operating activities and capital expenditures. Historically, we have generated and expect to continue to generate positive cash flow from operations. As a subsidiary of Hertz, our cash is swept regularly by Hertz at its discretion. Hertz also funds our operating and investing activities as needed. Cash flows related to financing activities reflect changes in Hertz's investments in us. Transfers of cash to and from Hertz are reflected

within additional paid-in capital on our combined balance sheets.

Subsequent to the Spin-Off, we will no longer participate in cash management and funding arrangements with Hertz. Our ability to fund our capital needs will be affected by our ongoing ability to generate cash from operations and access to capital markets. We believe that our future cash from operations, borrowing capacity under the credit facility that we anticipate entering into in connection with the spin-off and access to capital markets will provide adequate resources to fund our working capital needs, capital expenditures and strategic investments.

We intend to enter into a bank credit facility to be used for general corporate purposes and issue debt in connection with the Spin-Off. We will describe the terms of this new credit facility and any such debt after we have negotiated the terms with the applicable parties.

In fiscal 2016, we expect our net revenue earning equipment capital expenditures to be in the range of \$375 million to \$425 million.

Cash Flows

Three Months Ended March 31, 2016 and 2015

A summary of our cash flows from operating, investing and financing activities is provided in the following table (in millions):

	Three Months Ended March 31,		\$ Change
	2016	2015	
	(Unaudited)		
Cash provided by (used in):			
Operating activities	\$ 102.1	\$ 137.2	\$ (35.1)
Investing activities	5.8	(61.6)	67.4
Financing activities	(111.9)	(75.5)	(36.4)
Effect of exchange rate changes	0.6	(2.4)	3.0
Net change in cash and cash equivalents	<u>\$ (3.4)</u>	<u>\$ (2.3)</u>	<u>\$ (1.1)</u>

Operating Activities

During the three months ended March 31, 2016, cash provided from operating activities decreased \$35.1 million as compared to the three months ended March 31, 2015. The decrease can be attributed to lower net income and higher cash outflow due to timing of payments of accounts payable during 2016 as compared to 2015.

Investing Activities

Cash used in investing activities decreased \$67.4 million for the three months ended March 31, 2016 as compared to 2015. Our primary use of cash in investing activities is for the acquisition of revenue earning equipment and property and equipment expenditures which significantly decreased during 2016 as compared to 2015. We renew our equipment and also manage our total rental equipment in line with customer demand. Changes in our net capital expenditures are described in more detail in the Capital Expenditures section below.

Financing Activities

Cash used in financing activities increased \$36.4 million for the three months ended March 31, 2016 compared to the same period in 2015. Cash used in financing activities represents primarily our changes in debt and financing activities with Hertz, which primarily funded our operations. For details of the debt activity see Note 5 - Debt to the notes to our unaudited interim combined financial statements included elsewhere in this information statement.

Years Ended December 31, 2015, 2014 and 2013

A summary of our cash flows from operating, investing and financing activities is provided in the following table (in millions):

	Years Ended December 31,				
	2015	2014	2013	2015 to 2014 \$ Change	2014 to 2013 \$ Change
Cash provided by (used in):					
Operating activities	\$ 498.1	\$ 457.6	\$ 572.7	\$ 40.5	\$ (115.1)
Investing activities	(389.8)	(429.3)	(589.5)	39.5	160.2
Financing activities	(107.2)	(22.4)	10.3	(84.8)	(32.7)
Effect of exchange rate changes	(4.3)	(2.4)	(1.3)	(1.9)	(1.1)
Net change in cash and cash equivalents	\$ (3.2)	\$ 3.5	\$ (7.8)	\$ (6.7)	\$ 11.3

Operating Activities

During the year ended December 31, 2015, we generated \$498.1 million in cash from operating activities, an increase of \$40.5 million compared to 2014. The increase can be attributed to improved cash collections on our accounts receivable as we have implemented stricter policies on granting credit to our customers and have increased collection efforts throughout 2015. Additionally, net income in 2015 was higher than 2014 and cash paid for taxes decreased by \$13.5 million in 2015 compared to 2014.

During the year ended December 31, 2014, we generated \$457.6 million in cash from operating activities. The decrease of \$115.1 million compared to 2013 is primarily the result of a reduction in collections on accounts receivable in 2014 compared to 2013, higher cash outflow due to timing of payments on accounts payable during 2014, and higher cash payments for income taxes.

Investing Activities

Our primary use of cash in investing activities is for the acquisition of revenue earning equipment. We renew our equipment and also expand our total rental equipment in line with forecasted customer demand. Changes in our net capital expenditures are described in more detail in the Capital Expenditures section below. As of December 31, 2015, 2014 and 2013, we had \$16.0 million, \$19.3 million and \$52.8 million, respectively, of restricted cash and cash equivalents to be used for the purchase of revenue earning equipment and other specified uses under our fleet financing facilities, our Like Kind Exchange Program, or "LKE Program," and to satisfy certain of our self-insurance regulatory reserve requirements.

Financing Activities

Cash used in financing activities decreased \$84.8 million for the year ended December 31, 2015, compared to the same period in 2014. Cash flows from financing activities represents primarily our changes in debt and financing activities with Hertz, which primarily funded our operations. Additionally, in 2015, we repurchased treasury stock for \$604.5 million in cash. For details of the debt activity see Note 7 - Debt to the notes to our audited annual combined financial statements included elsewhere in this information statement. As our financing structure is expected to change with the spin-off transaction, those cash flows of financing activities should not be seen as indicative of our future cash flows from financing activities.

Capital Expenditures

Our capital expenditures relate largely to purchases of rental equipment, with the remaining portion representing purchases of other property, plant and equipment. The tables below set forth the capital expenditures related to our revenue earning equipment and related disposal proceeds on a cash basis (in millions).

Revenue Earning Equipment

Three Months Ended	Capital Expenditures	Disposal Proceeds	Net Capital Expenditures
March 31, 2016	\$ (36.7)	\$ 41.7	\$ 5.0
March 31, 2015	(120.0)	62.0	(58.0)
Year Ended	Capital Expenditures	Disposal Proceeds	Net Capital Expenditures
December 31, 2015	\$ (600.0)	\$ 151.9	\$ (448.1)
December 31, 2014	(614.5)	179.6	(434.9)
December 31, 2013	(706.7)	185.7	(521.0)

Net capital expenditures for revenue earning equipment decreased \$63.0 million during the three months ended March 31, 2016 compared to the same period in 2015. During the 2015 period, we purchased more revenue earning equipment as part of our strategy to refresh the fleet and invest in higher quality equipment, however, we also sold more equipment in certain markets in order to reduce fleet in those markets impacted by the decline in the oil and gas industry.

Net capital expenditures for revenue earning equipment increased \$13.2 million during the year ended December 31, 2015 compared to 2014. Beginning in 2014 and continuing on into 2015, we reduced the amount of revenue earning equipment purchases as part of our strategy to reduce the size of the fleet due to the decline in the oil and gas industry. The decline in disposal proceeds in 2015 as compared to 2014 was due to less revenue earning equipment in the rotation to be sold during 2015 as there was a decrease in capital expenditures during 2007 and 2008. Additionally, there was higher sales activity during 2014 as there was an effort to reduce the fleet size in certain markets in accordance with projected customer demand due to the forecasted declining demand in the oil and gas industry, and also reduce the fleet unavailable for rent.

Net capital expenditures for revenue earning equipment decreased \$86.1 million for 2014 compared to 2013 which was due to lower capital expenditures in 2014 in order to reduce the size of the fleet to address the projected decline in revenues from the oil and gas industry.

Off-Balance Sheet Commitments and Arrangements

As of March 31, 2016 and December 31, 2015 and 2014, the following guarantees (including indemnification commitments) were issued and outstanding.

Indemnification Obligations

In the ordinary course of business, we execute contracts involving indemnification obligations customary in the relevant industry and indemnifications related to a specific transaction such as the sale of a business. These indemnification obligations might include claims relating to the following: environmental matters; intellectual property rights; governmental regulations and employment-related matters; customer, supplier and other commercial contractual relationships; and financial matters. Performance under these indemnification obligations would generally be triggered by a breach of terms of the contract or by a third party claim. We regularly evaluate the probability of having to incur costs associated with these indemnification obligations and accrue for expected losses that are probable and estimable.

Environmental Obligations

We are liable for remediating certain hazardous substance storage or disposal sites. The probable expenses that we expect to incur for such matters have been accrued, and those expenses are reflected in our combined financial statements. As of March 31, 2016 and December 31, 2015 and 2014, the aggregate amounts accrued for environmental liabilities, reflected in our combined balance sheets in "Other accrued liabilities" were \$0.1 million, \$0.1 million and \$0.3 million, respectively. The accrual generally represents the estimated cost of clean-up activities, remediation actions, and on-going maintenance, as required. There are uncertainties with respect to factors such as our connection to the sites, the involvement of other potentially responsible parties, the application of laws and regulations, site conditions, the scope of investigations, and remediation to be undertaken.

Contractual Obligations

The following table details the contractual cash obligations for debt and related interest payable, capital and operating leases, and other purchase obligations as of March 31, 2016 (in millions):

	Payments Due by Period				
	Total	Less than 1 Year	1-3 Years	4-5 Years	More than 5 Years
Capital leases ^(a)	\$ 61.0	\$ 10.3	\$ 26.3	\$ 24.4	\$ —
Operating leases ^(b)	116.1	19.5	43.1	24.4	29.1
Purchase obligations and other ^(c)	7.5	1.7	4.1	1.7	—
Total	\$ 184.6	\$ 31.5	\$ 73.5	\$ 50.5	\$ 29.1

- (a) Includes obligations under lease agreements primarily for service vehicles. See Note 11 - Leases to the notes to our audited annual combined financial statements included elsewhere in this information statement.
- (b) Includes obligations under lease agreements for real estate, service vehicles and office and computer equipment. Such obligations are reflected to the extent of their minimum non-cancelable terms. See Note 11 - Leases included in the notes to our audited annual combined financial statements included elsewhere in this information statement.
- (c) Purchase obligations and other represent agreements to purchase goods or services that are legally binding on us and that specify all significant terms, including fixed or minimum quantities; fixed, minimum or variable price provisions; and the approximate timing of the transaction and excludes any obligations to employees. Only the minimum non-cancelable portion of purchase agreements and related cancellation penalties are included as obligations. In the case of contracts that state minimum quantities of goods or services, amounts reflect only the stipulated minimums; all other contracts reflect estimated amounts.

The table excludes our pension and other postretirement benefit obligations. See Note 8 - Employee Retirement Benefits to the notes to our audited annual combined financial statements.

Critical Accounting Policies and Estimates

Our discussion and analysis of financial condition and results of operations are based upon our combined financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of the combined financial statements requires management to make estimates and judgments that affect the reported amounts in our combined financial statements and accompanying notes.

Certain of our accounting policies involve a higher degree of judgment and complexity in their application, and therefore, represent the critical accounting policies used in the preparation of our financial statements. If different assumptions or conditions were to prevail, the results could be materially different from our reported results. We believe the following accounting policies may involve a higher degree of judgment and complexity in their application and represent the critical accounting policies used in the preparation of our financial statements. For additional discussion of our critical accounting policies, as well as our significant accounting policies, see Note 2 —Summary of Significant Accounting Policies to the notes to our audited annual combined financial statements included elsewhere in this information statement.

Revenue Recognition

Equipment rental revenue includes revenues generated from renting equipment to customers and is recognized on a straight-line basis over the length of the rental contract. Also included in equipment rental revenue are fees for equipment delivery and pick-up and fees for loss damage waivers which allows customers to limit the risk of financial loss in the event the Company's equipment is damaged or lost. Delivery and pick-up fees are recognized as revenue when the services are performed and fees related to loss damage waivers, are recognized over the length of the contract term.

Revenues from the sale of revenue earning equipment, new equipment, parts and supplies are recognized at the time the customer takes possession, when collectability is reasonably assured and when all obligations under the sales contract have been fulfilled. Sales tax amounts collected from customers are recorded on a net basis.

The Company generally recognizes revenue from the sale of new equipment purchased from other companies based on the gross amount billed as the Company establishes its own pricing and retains related inventory risk, is the primary obligor in sales transactions with its customers, and assumes the credit risk for amounts billed to its customers.

Service and other revenue is recognized as the services are performed.

Revenue Earning Equipment

Our principal assets are revenue earning equipment, which represented approximately 70.4% and 69.9% of our total assets as of March 31, 2016 and December 31, 2015, respectively. Revenue earning equipment consists of equipment utilized in our equipment rental operations. When revenue earning equipment is acquired, we use historical experience, industry residual value guidebooks and the monitoring of market conditions, to set depreciation rates. Generally, we estimate the period that we will hold the asset, primarily based on historical measures of the amount of equipment usage and the targeted age of equipment at the time of disposal. We also estimate the residual value of the applicable revenue earning equipment at the expected time of disposal. The residual value for revenue earning equipment is affected by factors which include equipment age and amount of usage. Depreciation is recorded over the estimated holding period. Depreciation rates are reviewed quarterly based on management's ongoing assessment of present and estimated future market conditions, their effect on residual values at the time of disposal and the estimated holding periods. Market conditions for used equipment sales also can be affected by external factors such as the economy, natural disasters, fuel prices and incentives offered by manufacturers. As a result of this ongoing assessment, we make periodic adjustments to depreciation rates of revenue earning equipment in response to changing market conditions.

Defined Pension Benefit Obligations

The Hertz Corporation, the primary operating company of Hertz Holdings' car rental business ("THC"), sponsors several U.S. defined benefit and defined contribution plans covering substantially all of our U.S. employees. Additionally, THC has non-U.S. defined benefit and defined contribution plans covering eligible non-U.S. employees. For each of these plans, we have recorded our portion of the expense and the related obligations which have been actuarially determined and assets have been allocated proportionally. In conjunction with the Spin-Off, the plans will be legally separated, and the assets, if any, allocated based on the statutory requirements in the jurisdiction. There may be additional assets, liabilities or related expenses transferred to us in the Spin-Off for which the transfer has not been finalized.

Employee pension costs and obligations are dependent on our assumptions used by actuaries in calculating such amounts. These assumptions include discount rates, salary growth, long-term return on plan assets, retirement rates, mortality rates and other factors. Actual results that differ from our assumptions are accumulated and amortized over future periods and, therefore, generally affect our recognized expense in such future periods. While we believe that the assumptions used are appropriate, significant differences in actual experience or significant changes in assumptions would affect our pension costs and obligations. The various employee-related actuarial assumptions (e.g., retirement rates, mortality rates and salary growth) used in determining pension costs and plan liabilities are reviewed periodically by management, assisted by the enrolled actuary, and updated as warranted. The discount rate used to value the pension liabilities and related expenses and the expected rate of return on plan assets are the two most significant assumptions impacting pension expense. The discount rate used is a market based spot rate as of the valuation date. For the expected return on assets assumption, we use a forward looking rate that is based on the expected return for each asset class (including the value added by active investment management), weighted by the target asset allocation. The past annualized long-term performance of the Plans' assets has generally been in line with the long-term rate of return assumption.

See Note 8 - Employee Retirement Benefits to the notes to our audited annual combined financial statements included elsewhere in this information statement.

Acquisition Accounting

We record acquisitions resulting in the consolidation of an enterprise using the acquisition method of accounting. Under this method, the acquiring company records the assets acquired, including intangible assets that can be identified and named, and liabilities assumed based on their estimated fair values at the date of acquisition. The purchase price in excess of the fair value of the assets acquired and liabilities assumed is recorded as goodwill. If the assets acquired, net of liabilities assumed, are greater than the purchase price paid then a bargain purchase has occurred and we will recognize the gain immediately in earnings. Among other sources of relevant information, we may use independent appraisals and actuarial or other valuations to assist in determining the estimated fair values of the assets and liabilities. Various assumptions are used in the determination of these estimated fair values including discount rates, market and volume growth rates, expected royalty rates, EBITDA margins and other prospective financial information. Transaction costs associated with acquisitions are expensed as incurred.

Goodwill and Indefinite Lived Intangible Assets

On an annual basis and at interim periods when circumstances require, we test the recoverability of our goodwill. Goodwill impairment is deemed to exist if the carrying value of goodwill exceeds its fair value. Goodwill must be tested at least annually

using a two-step process. The first step is to identify any potential impairment by comparing the carrying value of the reporting unit to its fair value. A reporting unit is an operating segment or a business one level below that operating segment (the component level) if discrete financial information is prepared and regularly reviewed by segment management. However, components are aggregated as a single reporting unit if they have similar economic characteristics. We estimate the fair value of our reporting units using a discounted cash flow methodology. The key assumptions used in the discounted cash flow valuation model for impairment testing include discount rates, growth rates, cash flow projections and terminal value rates. Discount rates are set by using the Weighted Average Cost of Capital, or "WACC," methodology. The WACC methodology considers market and industry data as well as Company specific risk factors for each reporting unit in determining the appropriate discount rates to be used. The discount rate utilized for each reporting unit is indicative of the return an investor would expect to receive for investing in such a business. The cash flows represent management's most recent planning assumptions. These assumptions are based on a combination of industry outlooks, views on general economic conditions, our expected pricing plans and expected future savings generated by our past restructuring activities. Terminal value rate determination follows common methodology of capturing the present value of perpetual cash flow estimates beyond the last projected period assuming a constant WACC and low long-term growth rates. If a potential impairment is identified, the second step is to compare the implied fair value of goodwill with its carrying amount to measure the impairment loss. A significant decline in the projected cash flows or a change in the WACC used to determine fair value could result in a future goodwill impairment charge.

Indefinite-lived intangible assets, primarily trademarks, are not amortized but are evaluated annually for impairment and whenever events or changes in circumstances indicate that the carrying amount of this asset may exceed its fair value. If the carrying value of an indefinite-lived intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.

For 2015 we evaluated the carrying value of our goodwill and our other indefinite-lived intangible assets and concluded that there was no impairment related to such assets. Our impairment analysis as of October 1, 2015 was performed for one reporting unit, worldwide equipment rental, for these combined financial statements.

See Note 5 - Goodwill and Other Intangible Assets to the notes to our audited annual combined financial statements included elsewhere in this information statement.

Finite Lived Intangible and Long-Lived Assets

Intangible assets include technology, customer relationships, trademarks and trade-names and other intangibles. Intangible assets with finite lives are amortized using the straight-line method over the estimated economic lives of the assets, which range from two to fifteen years. Long-lived assets, including intangible assets with finite lives, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of an impairment loss for long-lived assets that management expects to hold and use is based on the estimated fair value of the asset. Long-lived assets to be disposed of are reported at the lower of carrying amount or estimated fair value less costs to sell.

Income Taxes

We were included in the consolidated federal income tax return of Hertz Holdings, as well as certain state tax returns where Hertz Holdings files on a combined basis for 2015, 2014, and 2013. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates is recognized in the statement of operations in the period that includes the enactment date. Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. Subsequent changes to enacted tax rates and changes to the global mix of earnings will result in changes to the tax rates used to calculate deferred taxes and any related valuation allowances. Provisions are not made for income taxes on undistributed earnings of international subsidiaries that are intended to be indefinitely reinvested outside the United States or are expected to be remitted free of taxes. Future distributions, if any, from these international subsidiaries to the United States or changes in U.S. tax rules may require recording a tax provision on these amounts. We have recorded a deferred tax asset for unutilized net operating loss carry forwards in various tax jurisdictions. The taxing authorities may examine the positions that led to the generation of those net operating losses. If the utilization of any of those losses are disallowed a deferred tax liability may have to be recorded.

See Note 10 - Taxes on Income to the notes to our audited annual combined financial statements included elsewhere in this

information statement.

Financial Instruments

We are exposed to a variety of market risks, including the effects of changes in interest rates, gasoline and diesel fuel prices and foreign currency exchange rates. We manage exposure to these market risks through regular operating and financing activities and, when deemed appropriate, through the use of financial instruments. Financial instruments are viewed as risk management tools and have not been used for speculative or trading purposes. In addition, financial instruments are entered into with a diversified group of major financial institutions in order to manage our exposure to counterparty nonperformance on such instruments. We account for all financial instruments in accordance with U.S. GAAP, which requires that they be recorded on the balance sheet as either assets or liabilities measured at their fair value. For financial instruments that are designated and qualify as hedging instruments, we designate the hedging instrument, based upon the exposure being hedged, as either a fair value hedge or a cash flow hedge. The effective portion of changes in fair value of financial instruments designated as cash flow hedging instruments is recorded as a component of other comprehensive income (loss). Amounts included in accumulated other comprehensive income (loss) for cash flow hedges are reclassified into earnings in the same period that the hedged item is recognized in earnings. The ineffective portion of changes in the fair value of financial instruments designated as cash flow hedges is recognized currently in earnings within the same line item as the hedged item, based upon the nature of the hedged item. For financial instruments that are not part of a qualified hedging relationship, the changes in their fair value are recognized currently in earnings.

Stock Based Compensation

For all periods presented, all stock-based compensation awards held by our employees were granted by Hertz Holdings, under various Hertz Holding's sponsored plans, based on the stock of Hertz Holdings. All stock-based compensation award disclosures are measured in terms of ordinary shares of Hertz Holdings. The cost of employee services received in exchange for an award of equity instruments is based on the grant date fair value of the award. That cost is recognized over the period during which the employee is required to provide service in exchange for the award, referred to as the vesting period. For grants in 2015, 2014 and 2013, the vesting period is three years at 33 1/3% per year. In addition to the service vesting condition, the PSUs had an additional vesting condition which called for the number of units that will be awarded based on achievement of a certain level of Corporate EBITDA, or other performance measures as defined in the applicable award agreements, over the applicable measurement period.

We estimated the fair value of options issued at the date of grant using a Black-Scholes option-pricing model, which includes assumptions related to volatility, expected term, dividend yield, and risk-free interest rate. These factors combined with the stock price on the date of grant result in a fixed expense which is recorded on a straight-line basis over the vesting period.

The assumed volatility for our stock is based on our historical stock price data. The assumed dividend yield is zero. The risk-free interest rate is the implied zero-coupon yield for U.S. Treasury securities having a maturity approximately equal to the expected term of the options, as of the grant dates. See Note 9 - Stock-Based Compensation to the notes to our audited annual combined financial statements included elsewhere in this information statement.

Recent Accounting Pronouncements

For a discussion of recent accounting pronouncements, see Note 2—Summary of Significant Accounting Policies to the notes to our audited annual combined financial statements included elsewhere in this information statement.

Internal Control Over Financial Reporting

In June 2014, Hertz Holdings commenced an internal investigation of certain matters related to the accounting during prior periods. The investigation was undertaken by outside counsel, along with independent counsel for Hertz Holdings' Audit Committee. Counsel received assistance from outside consultants and new senior accounting and compliance personnel.

Based on the internal investigation, Hertz Holdings' review of its financial records, and other work completed by Hertz Holdings' management, Hertz Holdings' Audit Committee concluded that there were material misstatements in Hertz Holdings' 2011, 2012 and 2013 consolidated financial statements. Accordingly, Hertz Holdings' Board and management concluded that Hertz Holdings' consolidated financial statements for these periods should no longer be relied upon and

required restatement. The restated consolidated financial statements for 2012 and 2013 were provided in Hertz Holdings' Annual Report on Form 10-K for the year ended December 31, 2014.

Material Weaknesses

Internal control over financial reporting has inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements will not be prevented or detected on a timely basis by internal control over financial reporting. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

Hertz Holdings' management, including its Chief Executive Officer and its Chief Financial Officer, assessed the effectiveness of Hertz Holdings' internal control over financial reporting as of December 31, 2015. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control - Integrated Framework (2013). Based on this assessment, Hertz Holdings' management has concluded that Hertz Holdings did not maintain effective internal control over financial reporting as of December 31, 2015, due to the fact that certain material weaknesses previously identified in Hertz Holdings' 2014 Form 10-K filing on July 16, 2015 continue to exist at December 31, 2015, as discussed below.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

While this conclusion was based on the material weaknesses in Hertz Holdings' internal control over financial reporting, management has identified similar material weaknesses relating to HERC Holdings accounts. In addition, management identified a material weakness related to the income tax accounts of HERC Holdings. Management has also determined that the revisions described in Note 2—Summary of Significant Accounting Policies under the heading "Correction of Errors," and Note 21 - Revision of Interim Financial Information (unaudited) to the Notes to our combined financial statements, included elsewhere in this information statement, was an additional effect of the material weakness as it relates to the design of effective control over certain business processes including our period end financial reporting process as described in Item 9A of the Hertz Holdings' 2015 Form 10-K/A. Following the Spin-Off management of HERC Holdings may continue to identify material weaknesses or significant deficiencies in its internal control.

Control Environment

We did not maintain an effective control environment primarily attributable to the following identified material weaknesses:

- Hertz Holdings did not have a sufficient complement of personnel with an appropriate level of knowledge, experience, and training commensurate with our financial reporting requirements to ensure proper selection and application of GAAP in certain circumstances.
- Hertz Holdings did not design effective controls over the non-fleet procurement process, which was exacerbated by the lack of training of field personnel as part of our Oracle enterprise resource planning ("ERP") system implementation during 2013.

These material weaknesses in the control environment resulted in certain instances of inappropriate accounting decisions and in inappropriate accounting methodologies and contributed to the following additional material weaknesses:

- Hertz Holdings did not design and maintain effective controls over certain accounting estimates. Specifically, Hertz Holdings did not design and maintain controls over the effective review of the models, assumptions, and data used in developing estimates or changes made to assumptions and data, including those related to reserve estimates associated with allowances for uncollectible amounts receivable for renter obligations for damaged vehicles.
- Hertz Holdings did not design and maintain effective controls over the review, approval, and documentation of manual journal entries.

Risk Assessment

Hertz Holdings did not effectively design controls in response to the risks of material misstatement. This material weakness contributed to the following additional material weaknesses:

- Hertz Holdings did not design effective controls over certain business processes including Hertz Holdings period-end financial reporting process. This includes the identification and execution of controls over the preparation, analysis, and review of significant account reconciliations and closing adjustments required to assess the appropriateness of certain account balances at period end.

Monitoring

Hertz Holdings did not design and maintain effective monitoring controls related to the design and operational effectiveness of our internal controls. Specifically, Hertz Holdings did not maintain personnel and systems within the internal audit function that were sufficient to ensure the adequate monitoring of control activities.

One or more of the foregoing control deficiencies contributed to the previously reported restatement of our financial statements for the years 2012 and 2013, each of the quarters of 2013 and the second quarter of 2015, including misstatements of direct operating expenses, accounts payable, accrued liabilities, allowance for doubtful accounts, prepaid expenses and other assets, depreciation of vehicles sold through retail car sales locations, and non-fleet property and equipment and the related accumulated depreciation and also resulted in audit adjustments to the Hertz Holdings' consolidated financial statements for 2015. Additionally, the foregoing control deficiencies could result in material misstatements of consolidated financial statements that would not be prevented or detected. Accordingly, Hertz Holdings' management has determined these control deficiencies constitute material weaknesses.

Remediation of Hertz Holdings Material Weaknesses

Hertz Holdings has taken, and continues to take, action to remediate the identified material weaknesses that continue to remain as of December 31, 2015. For example, since December 2013, Hertz Holdings searched for and hired a new Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, General Counsel, and over twenty highly qualified vice president- or director-level accounting employees from outside Hertz Holdings, and changed and enhanced leadership in the business units associated with the restatement matters. Moreover, in response to the restatement matters and other matters identified as restatement adjustments, under the direction of the Audit Committee, commencing with the 2013 year-end close process, Hertz Holdings' senior management has directed that Hertz Holdings dedicate additional resources and take further steps to strengthen control processes and procedures in order to identify and rectify past accounting misstatements and prevent a recurrence of the circumstances that resulted in the need to restate prior period financial statements.

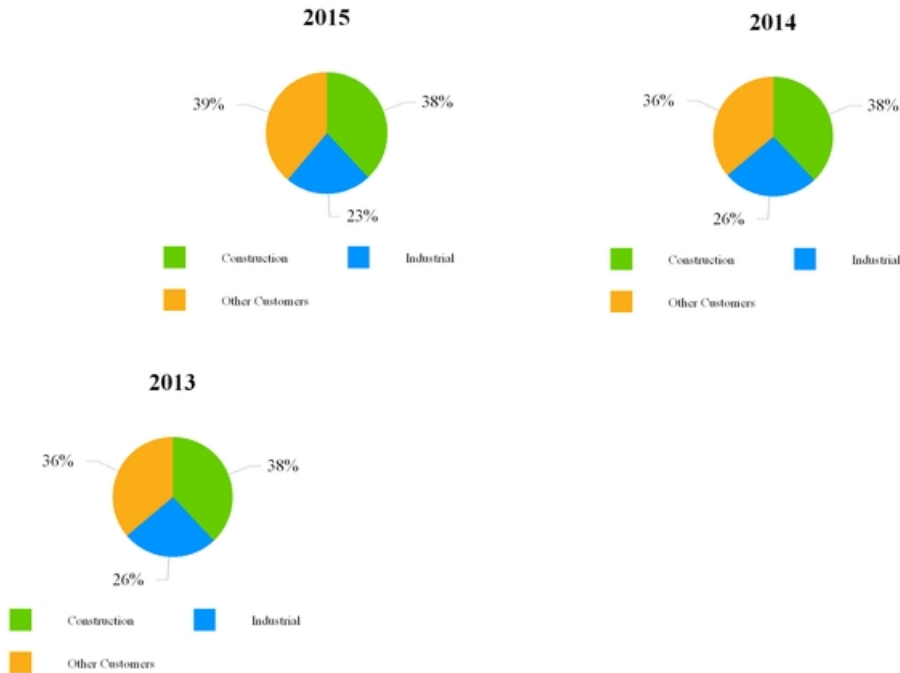
Hertz Holdings has, and continues to, identify and implement actions to improve its internal control over financial reporting and disclosure controls and procedures, including plans to enhance its resources and training with respect to financial reporting and disclosure responsibilities, and to review such actions with the Audit Committee and its independent auditors. For more information on the status of our remediation efforts, please see Item 9A, "Controls and Procedures," in Hertz Holdings' Annual Report on Form 10-K/A for the year ended December 31, 2015.

BUSINESS

Overview

We are one of the largest equipment rental companies in the North American equipment rental industry, according to the Rental Equipment Register "RER" top 100 list. We have been in the equipment rental business since 1965 and operate our equipment rental business through the Hertz Equipment Rental brand from approximately 280 company-operated branches, of which approximately 270 are in the United States and Canada, and the remainder are located in the United Kingdom, China and through joint venture arrangements in Saudi Arabia and Qatar. In addition, HERC operates through 13 franchisee owned branches in Greece, Portugal and Corsica in Europe, in Afghanistan in the Middle East, in Panama in Central America and in Chile in South America. On October 30, 2015, we finalized the sale of our operations in France (other than Corsica) and Spain which included 60 branches in France and two in Spain. Subsequent to the sale of these operations, we generate almost all of our equipment rental revenue in North America with approximately 1% of our equipment rental revenue driven by our remaining international operations.

We have longstanding relationships with many of our customers across diverse end markets, including large and small companies in the construction industry, industrial customers (such as large industrial plants, refineries and petrochemical operations and automotive enterprises), and other customers in more fragmented industries (such as governmental entities and government contractors, disaster recovery and remediation firms, railroads, utility operators, individual homeowners, entertainment production companies, agricultural producers and special event management firms). Set forth below is a chart showing our historical worldwide equipment rental revenue categorized by end markets we serve, for the years ended December 31, 2015, 2014, and 2013 (excluding the revenues associated with the France and Spain operations which were sold on October 30, 2015).



We offer a broad portfolio of equipment for rent, including aerial, earthmoving, material handling and specialty equipment such as air compressors, compaction equipment, construction-related trucks, electrical equipment, power generators, contractor tools, pumps, and lighting, studio and production equipment. Our recent investments in our equipment rental fleet have resulted in an average fleet age of 47 months as of March 31, 2016. As of March 31, 2016, our equipment rental fleet portfolio consisted of equipment with a total original equipment cost of \$3.5 billion.

In addition to our principal business of equipment rental, we also:

- sell used equipment;
- sell contractor supplies such as construction consumables, tools, small equipment and safety supplies at many of our rental locations;
- provide repair, maintenance and equipment management services to certain of our customers;
- offer equipment re-rental services and provide on-site support to our customers;
- provide ancillary services such as equipment transport, cleaning, refueling and labor; and
- sell certain brands of new equipment and parts and supplies.

For the three months ended March 31, 2016 and the years ended December 31, 2015, 2014, and 2013 we had total revenues of \$365.6 million, \$1,678.2 million, \$1,770.4 million and \$1,735.6 million, net loss of \$1.5 million and net income of \$111.3 million, \$89.7 million and \$98.1 million and Adjusted EBITDA of \$107.8 million, \$600.6 million, \$649.6 million and \$680.5 million, respectively. Adjusted EBITDA is a non-GAAP measure that is defined and reconciled to its most comparable GAAP measure in the section of this information statement entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations— Results of Operations and Selected Operating Data."

Corporate History

Hertz Holdings was incorporated in Delaware in 2005 to serve as the top-level holding company for the consolidated car rental and equipment rental businesses of The Hertz Corporation. Following the completion of the Spin-Off, HERC Holdings will continue to operate the equipment rental business of Hertz Holdings through its operating subsidiaries, including HERC.

HERC was incorporated in Delaware in July 1965. Since its incorporation, HERC has been a wholly-owned subsidiary of Hertz or one of its subsidiaries operating its equipment rental segment. In addition to our organic growth, we have grown through strategic acquisitions. In recent years, we took certain steps to diversify our portfolio and increase exposure to a variety of niche markets which experience business cycles that may vary in intensity and duration from that of the general economy and that we believe will enable HERC to experience higher levels of growth than the economy in general. Since 2009, we have completed 11 acquisitions to strengthen our position in a variety of specialty rental markets, including the broader industrial market (DW Pumps, Forces, Western Machinery, Pioneer, Delta Rigging & Tools and We Got it Rental) and the motion picture and television production industries (Cinelease, 24/7 and 1st Call Studio Equipment). We also have expanded internationally, including opening company-operated locations in China in 2008, as well as the establishment of joint ventures with Saudi Arabia-based Dayim Holdings Company, Ltd. in February 2010, eventually extending into Qatar in 2014. In October 2015, we sold our operations in France and Spain.

Our Industry

The equipment rental industry serves a diverse group of customers from individuals to small local contractors to large national and industrial accounts encompassing a wide variety of rental equipment including heavy equipment, specialty equipment and contractor tools. Subsequent to the sale of our operations in France and Spain on October 30, 2015, almost all of our equipment rental revenue is generated in North America with approximately 1% of our equipment rental revenue generated through our remaining international operations. The equipment rental industry is highly fragmented with few national competitors and many regional and local operators. We believe, based on market and industry revenue data, that we are one of the leading companies (together with United Rentals, Inc. and Ashtead Group plc's Sunbelt Rentals brand) in the North American equipment rental industry. A number of the industry's competitors focus on a subset of equipment rental offerings, making the overall industry fragmented with respect to types of equipment offered, services provided and geographic locations from which such equipment is offered.

The growth of the North American equipment rental industry is driven by a number of factors including economic trends, non-residential construction activity, capital investment in the industrial sector, repair and overhaul spending, government spending and demand for construction and other rental equipment generally. We believe that renters have increasingly looked to the equipment rental market to manage their capital needs, with many customers relying on equipment rental to allow them to participate in their respective markets without incurring the significant acquisition cost and maintenance expense associated with owning their own equipment fleet. We believe the trends that have driven rental instead of ownership of equipment in the North American construction industry will continue in the near term. We believe that the North American equipment rental industry is expected to grow at a 5.3% compound annual growth rate between 2015 and 2019.

The principal end markets we serve, based on our customers' Standard Industrial Classification ("SIC") codes, consist of the following:

- **Construction** – Our construction rental operations serve large and small companies in the construction industry, and principally the non-residential construction industry. Non-residential construction consists primarily of private sector rentals relating to the construction, maintenance, and remodeling of commercial facilities. According to Dodge Data & Analytics, U.S. non-residential construction spending remained flat in 2015 and is estimated to grow at an annual rate of 8% in 2016. We believe that key drivers of growth within this end market include increased levels of construction starts and construction-related loans among other factors. Construction represented approximately 38% of our equipment rental revenue for the year ended December 31, 2015.
- **Industrial** – Our industrial rental operations serve renters across a broad range of industries, including large industrial plants, refineries and petrochemical operations, industrial manufacturing, power, pulp, paper and wood and other industrial verticals. According to Industrial Info Resources, spending in the U.S. industrial sector grew at an annual rate of approximately 7% in 2015 and is estimated to grow at an annual rate of 2% in 2016. We believe that key drivers of growth within this end market include increased levels of spending on industrial capital, maintenance, repairs and overhaul. Industrial represented approximately 23% of our equipment rental revenue for the year ended December 31, 2015.
- **Other Customers** – In addition to the specific markets cited above, we service a variety of other customers across a diverse group of industries, including governmental entities and government contractors, disaster recovery and remediation firms, utility operators, infrastructure, railroad, individual homeowners, entertainment production companies, agricultural producers and special event management firms, which represented in total approximately 39% of our equipment rental revenue for the year ended December 31, 2015. We believe that the government-related and entertainment production submarkets discussed below are key industries within this diverse customer group.
 - Government-Related – Government-related revenue consists of rentals to federal, state and local governments and contractors working directly on government projects.
 - Entertainment Production – Our equipment rental operations serve the motion picture and television production industries through the rental of grip and lighting equipment, quiet power generators, boom lifts, forklifts and platform lifts.

Our Competitive Strengths

A Market Leader in North America with Significant Scale and Broad Footprint

We believe we are one of the largest equipment rental companies in the North American equipment rental industry, with approximately 270 company-operated branches in 42 states in the United States and 10 provinces in Canada. Our scale compared to most of our competitors provides us with a number of significant competitive advantages including:

- highly experienced executive management team with extensive domain knowledge;
- a comprehensive line of equipment and services, allowing us to be a single-source solution serving all of our customer needs;
- the ability to provide premium brands and a wide range of products that are reliable and meet all the necessary

regulations;

- a consistent, reliable supply of rental equipment in stock across our locations and the ability to redeploy equipment across locations to meet evolving customer needs;
- an increasing portfolio of specialty equipment that expands our reach and capabilities;
- a geographic footprint that allows us to maintain proximity to our customers in the local markets as well as serve national and industrial accounts who have geographically dispersed equipment rental needs and in a number of cases prefer to do business with large operators who can broadly service their equipment rental needs;
- favorable purchasing power or volume discount pricing opportunities on material and equipment purchased from our suppliers;
- operational cost efficiencies across our organization, including with respect to purchasing, information technology, back-office support and marketing;
- economies of scale that enable fast response to customer equipment rental needs;
- a national sales force with significant expertise across our equipment fleet; and
- local expertise for servicing our clients and offering solutions.

Since the North American equipment rental industry is highly fragmented, with very few national competitors, we believe that the majority of our competitors do not enjoy these same advantages.

Diverse End Market Business Mix and Exposure to a Variety of Specialty and High Growth Rental Markets

We provide equipment rental services to a wide variety of large markets, including the residential and non-residential construction, general industrial, energy, transportation and government markets. In recent years, we have diversified our rental portfolio by expanding our offerings in niche and specialty markets, both through organic growth and through the acquisition of established industry participants in key locations. Since 2009, we have completed 11 acquisitions to strengthen our position in a variety of diverse rental markets, including the broader industrial market, and the specialty markets such as the motion picture and television production industries. As a result of these strategic investments in ancillary areas of equipment rental and services, our business has become more balanced. We believe that this more balanced portfolio is important because it provides us with a diversification away from our historical reliance on the more seasonal and cyclical construction industry, toward industries which experience business cycles that may vary in intensity and duration from that of the general economy. We anticipate that specialty markets can grow faster than the general economy, and tend to be less cyclical. We believe this diversification serves to differentiate us from our competitors and positions us to take advantage of any expected increase in demand for more specialized rental solutions. We also are not overly reliant on any single customer with no single customer accounting for more than 3% of our revenue for the three months ended March 31, 2016 and the year ended December 31, 2015.

Strong National and Industrial Accounts Capabilities

We believe that we have significant capabilities to serve both national and industrial customer sectors. Through these customer relationship programs, our respective national and industrial accounts sales teams serve and attempt to expand and further penetrate existing relationships with our national accounts and larger industrial customers by providing a single point of contact for their equipment rental needs. This enables HERC to be a full end-to-end solutions provider in addition to a provider of rental equipment. These longstanding customer relationship programs enable us to take advantage of longer rental terms for much of our equipment, with many of our larger customers leasing equipment from us on a monthly or yearly basis, for use in large and/or complex ongoing projects. These projects provide a number of additional benefits, including recurring revenue, attractive credit profiles, improved fleet utilization and enhanced presence in new markets.

Range of Value-Added Services

We offer a total rental solution that provides a suite of customer-focused services. These services include equipment transport, fleet management and telematics, power solutions, on-site services and customized advice, engineered solutions, re-rental options, and parts and supplies sales. This combination of services is designed to offer comprehensive value-added solutions to our customers that complement and enhance the rental equipment we offer.

Superior Customer Service

HERC has a well-established reputation for superior customer service, which has been a competitive differentiator for us throughout our history. Senior management remains focused on maintaining a customer service focused culture. We spend significant time and resources training our personnel to effectively meet the demands of our customers. We believe that these customer initiatives help support our pricing strategy and foster customer loyalty.

Large, Diverse and High-Quality Equipment Fleet

Our equipment fleet represents a significant investment and our commitment to providing the most dependable rental experience to our customers across a variety of industries, including our local, national, industrial and specialty markets. Our recent investments in our equipment rental fleet have resulted in an average fleet age of 47 months as of March 31, 2016. As of March 31, 2016, our equipment rental fleet portfolio consisted of equipment with a total original equipment cost of \$3.5 billion.

Our broad array of equipment includes aerial, earthmoving, material handling and specialty equipment such as air compressors, compaction equipment, construction-related trucks, electrical equipment, power generators, contractor tools, pumps, and lighting, studio and production equipment as well as other niche or specialty products. Our extensive and high-quality rental fleet provides us with the ability to serve a diverse customer base that requires large quantities and/or varied types of equipment for rent, as we are more likely to have the right equipment and total number of units needed at the right location in order to meet our customer requirements.

Experienced Executive and Senior Leadership Team Focused on Excellence in Our Core Equipment Rental Operations

We have assembled an experienced executive and senior leadership team committed to maintaining operational excellence. Our executive and senior leadership team has extensive knowledge of all aspects of the equipment rental and heavy equipment industries, particularly in our core North American operations. Our senior leadership team is made up of executives who have an average of approximately 18 years of experience in the equipment rental and heavy equipment industries. Beyond the senior leadership team, we have talented, experienced sales, operations, service and finance professionals. Our executive and senior leadership team is dedicated to offering our customers a quality rental experience and is committed to further improving our performance capabilities through evaluating and effectively utilizing resources at each level of our organization.

Disciplined Fleet Management, Procurement and Disposal Process

We manage our equipment rental fleet using a life cycle approach designed to optimize the timing of fleet purchasing, repair and maintenance and disposal, while at the same time satisfying our customer demand. In particular, we use standardized business systems in our operations to track utilization and facilitate the fluid transfer of our fleet among regions to adjust to local customer demand, including throughout our entire network. Our pricing system allows us to generate real time rate guidance and adjust pricing across the various markets in which we operate. Through continued use and development of our disciplined approach to efficient fleet management, we seek to maximize our utilization and return on investment.

We routinely sell our used rental equipment in order to manage repair and maintenance costs, as well as the composition, age and size of our fleet. We dispose of our used equipment through a variety of channels, including private sales to customers and other third parties, sales to wholesalers, brokered sales and auctions. Our website includes a catalog of equipment for sale to third parties. During the year ended December 31, 2015, we sold our used rental equipment as follows: approximately 54% through private sales, 27% through sales at auction and 19% through sales to wholesalers. Historically, we have realized a greater return on capital through private sales and sales to wholesalers, as opposed to brokered sales and auctions.

Geographic Footprint

We have approximately 280 company-operated branches in the United States, Canada, the United Kingdom and China and through joint venture arrangements in Saudi Arabia and Qatar. We also have a presence in 6 countries through our 13 international franchisee-operated branches. We continue to update our locations with our proprietary HERC systems designed to enhance associate productivity and improve fleet utilization.

Our geographic footprint and scale, as well as the use of standardized business systems in our operations, provides us with several benefits, including:

- the ability to meet the needs of large multi-location customers who would like to be serviced on a multi-national basis;
- leveraging our fleet spend across a larger base and generating used fleet disposal opportunities;
- the ability to utilize our business processes, systems and core competencies to drive value for our franchisees and ultimately our customers in foreign markets;
- the opportunity to reduce the variability of local economic conditions on our overall financial performance; and
- the platform to optimize operational efficiency.

Strong Brand Recognition

Our primary operating subsidiary, HERC, operates under the name "Hertz Equipment Rental Corporation," in addition to operating under the "HERC" name. We expect to rename HERC "Herc Rentals Inc." and that HERC will continue to utilize the "HERC" name as part of its Herc Rentals brand. While we believe the association with Hertz has contributed to our building relationships with our customers due to Hertz's globally recognized brand and perceived high-quality car and equipment rental products, we believe that the continued use of the "HERC" name as part of the Herc Rentals brand will facilitate the transition to this new brand. As part of the Spin-Off, HERC Holdings and New Hertz will enter into an agreement, pursuant to which HERC Holdings will continue to have the right to use certain intellectual property associated with the Hertz brand for a period of four years on a no royalty basis, except that HERC Holdings may not directly or indirectly engage in the business of renting and leasing cars, subject to certain exceptions, including that HERC Holdings may continue to rent cars to the extent HERC has done so immediately prior to the Spin-Off.

Our Strategy

Pursue Opportunities Through Organic Revenue Growth, Diversified Specialty Equipment, Optimizing Existing Markets and Targeted Strategic Bolt-On Acquisitions

We believe that opportunities for expansion exist through organic same store growth, expanding our presence in existing targeted markets, diversifying our equipment offering for higher returns and the acquisition of smaller competitors, particularly in light of the fragmented nature of the equipment rental industry and a long-term trend toward increased rental penetration in many of the markets in which we participate. We have organized our growth strategy to pursue these internal growth initiatives and the acquisition of smaller competitors.

Within the markets we currently serve, we intend to grow our same store sales by investing in a high quality and diverse equipment rental fleet and by providing market leading customer service and value-added service offerings. We believe that maintaining high quality and comprehensive lines of equipment differentiates our equipment rental offerings from many of our competitors and we plan to continue to invest in our asset base. In addition, our strong value-added service offerings, such as equipment transport, fleet management and telematics, power solutions, on-site services and customized advice, engineered solutions, re-rental options and used and new equipment sales, provide us with an integrated equipment services platform through which we are able to address substantially all of our customers' needs and we intend to continue to develop these offerings. We also intend to continue to drive efficiencies through process-oriented initiatives that allow us to increase equipment utilization, reduce operating costs and free up available investment resources.

We intend to continue our strategy of selectively expanding the scope of our operations through the opening of new locations in existing markets that will provide added operating leverage. We will continue to diversify our rental portfolio by pursuing focused market growth into a variety of niche rental markets, including restoration, remediation, HVAC and disaster recovery, expanding across all construction and industrial verticals, as well as various specialty markets, in a variety of geographic locations. We also will look to add new locations in those markets and geographic locations that offer attractive growth opportunities, especially targeting local customers and specialty markets. We believe the North American market presents significant potential for growth, but we also plan to continue efforts to expand our international business by opening new company-operated joint venture and franchise locations, especially when we have opportunities to serve major North American customers with a global presence. At the same time, we will monitor and from time to time exit non-core, non-strategic operations, as we have done with the divestiture of our operations in France and Spain.

Our strategic acquisitions have allowed us to strengthen our position in a variety of specialty rental markets and have given us experience in evaluating, consummating and integrating strategic acquisitions. By acquiring certain bolt-on businesses we have the opportunity to expand our existing geographic footprint to better serve large multi-location customers. In addition, we believe that we can further improve our mix of rental revenue in order to create a customer portfolio that is less susceptible to industry-specific cycles, is more geographically diverse, and is better positioned to facilitate sustainable earnings growth.

Maintain and Strengthen Our National and Industrial Accounts Programs

As we continue efforts to stimulate organic growth, we plan to strengthen our national accounts and industrial accounts programs. We will continue to target the optimal customer mix that enables HERC to be one of a small number of rental companies that have the resources to service large customer needs and provide innovative business solutions. We also intend to emphasize strategic account management as we work to gain a greater share of the overall equipment rental spending of our existing customers in the national and industrial accounts sectors.

Leverage and Expand Our Footprint

HERC has one of the largest footprints in a fragmented industry. With 270 strategically located company-operated branches in the United States and Canada, our base of operations will allow HERC to strategically expand in existing North American markets providing further opportunities to expand our small to mid-size customer base while simultaneously providing additional operational efficiencies from economies of scale. We believe that we have opportunities in several markets to expand our presence, increase our geographic density and generate organic growth.

Use Customer-Facing Technology to Increase Customer Satisfaction and Improve Efficiency

Our advanced telematics and GPS-enabled platforms enable our customers to increase utilization and control their overall costs. Through our Hertz e-Services Program ("e-SP") we have offered our customers an easy-to-use and personalized platform to improve the management of their equipment rental accounts and provide real-time information about all of their equipment rental usage. These platforms are an integral part of our suite of services, which is designed to provide our customers with a true end-to-end solution for renting, tracking, managing, maintaining and customizing their rental equipment needs and thereby increase customer satisfaction.

We also leverage technology to improve the efficiency of our operations. Our modeling software helps us to forecast demand as well as push real-time pricing intelligence to our experienced sales team. We are rolling out mobile application-based solutions to enable point of sale expansion, increase the speed at which we fulfill customer orders and increase customer satisfaction. We also are in the process of consolidating our information technology functions common to our branches, which will reduce costs and improve efficiency. These and other process initiatives allow us to better manage our fleet, improve customer service, increase equipment utilization and provide us with an opportunity to achieve higher profitability and return on capital.

Develop Our Employees, Foster Organizational Excellence and Continue to Drive Our Culture of Safety

Our management team's leadership philosophy is centered around developing employees who are committed to our goals of being one of the world's leading equipment rental companies. By attracting, retaining and developing our workforce and using programs to drive organizational and operational excellence, including continuous improvement strategies, we can develop leaders at every level of our business.

We are dedicated to providing training and development opportunities to our employees. We develop our employees' skills through training programs focused on, among other things, safety, sales, leadership training and equipment-related training.

Our sales training programs are tailored to develop a sales force that is able to address the particular needs of the various categories of our customer base, such as customers in the construction, industrial, governmental and the more specialized industries that we serve. With respect to particularly large, complex or challenging projects, we develop curricula based on that specific project so that the employees involved are better able to meet the expectations of our customer. Our training programs address critical issues of workplace safety for our employees and customers. This promotes the protection of our employees and assets, as well as our protection from liability for accidental loss or employee injury.

Our Products and Services

Equipment Rental

We offer equipment for rent, including aerial, earthmoving, material handling, and specialty equipment, such as air compressors, compaction equipment, construction-related trucks, electrical equipment, power generators, contractor tools, pumps, and lighting, studio and production equipment. This equipment is available for rent by our customers on an hourly, daily, weekly, monthly or yearly basis and we provide a suite of comprehensive services to support, maintain and service the equipment we rent to our customers.

HERC acquires its equipment from a variety of original equipment manufacturers, with which we maintain strong relationships. The equipment is typically new at the time of acquisition and is not subject to any repurchase program. The actual per-unit acquisition cost of rental equipment in our fleet varies from under \$100 to over \$200,000. As of March 31, 2016, the average per-unit acquisition cost (excluding small equipment purchased for less than \$5,000 per unit) for our fleet was approximately \$37,000 and the average age of our equipment fleet was 47 months.

The following table provides a breakdown of the composition of our equipment rental fleet based on original equipment fleet cost, as of March 31, 2016:

<u>Equipment Type</u>	<u>% of Total Equipment Cost</u>
Aerial	27%
Earthmoving	19%
Material Handling	17%
Truck	11%
Electrical	9%
General Equipment	7%
Air Compressors	4%
Pump	2%
Other	4%

Construction Services

Our construction rental operations serve large and small companies in the construction industry, principally the non-residential construction industry and maintenance. Non-residential construction consists primarily of private sector rentals relating to the construction and remodeling of commercial facilities. Residential construction consists primarily of single family and multi family home construction, additions, repairs and remodeling. Construction renters typically utilize a broad range of equipment, from small power tools to large aerial and earthmoving equipment.

Industrial Services

Our industrial rental operations serve a wide range of customers including manufacturing, power, refineries, petrochemical, pulp paper and wood and other industry participants. The needs of our customers in these industries provides us the opportunity to rent core equipment while introducing our specialty products and services that add higher-return assets to the rental. Our specialty services offer both unique and end-to-end solutions that are complementary to our core equipment and leveraged not only by our industrial clients, but a wide range of customers. Our specialty offerings include heating, ventilation, air conditioning and climate control products as well as pumping and power generation engineering solutions used in industrial plants, disaster recovery efforts, infrastructure development and water treatment solutions. We also sell tools, accessories, equipment and safety supplies across both industrial and specialty services.

Other Equipment Rental Offerings

A portion of our overall rental revenue comes from a wide variety of general equipment rental offerings to customers across a diverse group of industries, including governmental entities and government contractors, disaster recovery and remediation firms, utility operators, railroads, infrastructure, individual homeowners, entertainment production companies,

agricultural producers and special event management firms. Rentals in this category range from customers renting equipment for large-scale agriculture projects to individuals renting equipment for home improvement and repair and lawn and garden projects, among others. These rental offerings often vary in term and are dependent on a variety of seasonal and other factors.

We frequently rent equipment directly to federal, state and local governments as well as to entities who work directly on government projects. Government entities traditionally rent our equipment for significant infrastructure and other large-scale building projects in addition to projects of less scope and duration. Similarly, many contractors look to HERC for their rental needs when they procure contracts for government infrastructure projects. Equipment available for rent includes aerial, earthmoving, material handling, pro-contractor tools and specialty equipment.

Hertz Entertainment Services, or "HESC" is a division of HERC that provides single-source car and equipment rental solutions to the entertainment and special events industries by offering customized vehicle and equipment rental solutions for motion picture and television productions, as well as turn-key solutions for live sports, corporate events and festivals. Specialized equipment available to this industry includes grip and lighting equipment, quiet power generation, boomlifts, forklifts and platform lifts, all of which can be delivered to production locations. HESC's services are tailored to fit the needs of large and small productions alike with competitive pricing and customized, monthly billing.

Equipment Re-Rental

Many of our customers have significant and varied rental needs for their worksite or project. In the event that a customer has a rental need that is not contained within our diversified fleet or an unexpected request, our experienced staff can provide re-rental options to meet that customer's needs. In this instance, we will rent a piece of equipment from another company and then provide it to our customer. Our re-rental capabilities help us expand the portfolio of solutions available to our customers, particularly within our national and industrial accounts programs.

Sales of Used Rental Equipment

We routinely sell our used rental equipment in order to manage repair and maintenance costs, as well as the composition and size, of our fleet. We dispose of our used equipment through a variety of channels, including retail sales to customers and other third parties, sales to wholesalers, brokered sales and auctions. Our website includes a catalog of equipment for sale to third parties. We also provide a source of potential financing to buyers of our rental equipment, which is designed to promote sales of used equipment to private parties. During the year ended December 31, 2015, we sold our used rental equipment as follows: approximately 54% through private sales, 27% through sales at auction, 19% through sales to wholesalers.

Sales of New Equipment, Parts and Supplies

To ensure that we provide our customers with a broad suite of equipment solutions, we also sell new equipment which also helps drive sales of parts and supplies. The types of new equipment that we sell vary by location and include a variety of pro-contractor tools and supplies, including tools (including power tools), small equipment (such as work lighting, generators, pumps, compaction equipment and power trowels), safety supplies and expendables.

Service and Support

We provide repair, maintenance and equipment management services to certain of our customers across a number of industries, but particularly in the industrial sector, including through the sale of parts to customers for use with their equipment. We provide maintenance capabilities for our rental equipment that are available on-site at the customer's location or within our operations at the customer's direction. We further provide support functions through our dedicated in-plant operations, tool trailers and plant management systems, particularly for industrial customers and those customers who request such services. These support functions include a variety of performance measurement tools that allow our customers to consider key performance indicators in their operations, which we believe enables our customers to reduce their cost and improve overall equipment utilization.

These capabilities are part of our suite of customer services, which are designed to provide our customers with a true end-to-end solution for renting, tracking, managing, maintaining and customizing their rental equipment needs online, through our e-SP platform, and with the ongoing support of our sales, project management and engineering staff. Through our suite of services, many of our customers are able to better align their rental needs with their job activities, allowing for

cost-effective solutions for every major project.

We also offer a loss damage waiver product for many classes of equipment, which for a fee allows our customers to limit the risk of financial loss in the event our equipment is damaged or lost.

Our Customers

We operate in a wide range of customers across the construction, infrastructure, industrial and specialty verticals. Key areas that we serve under these verticals include building services, commercial, engineering, hospitality, oil and gas, petrochemical, railroads and entertainment. We also serve other customers across a fragmented group of industries (such as governmental entities and government contractors, disaster recovery and remediation firms, utility operators, individual homeowners and agricultural producers). Serving a wide range of industries enables us to reduce dependency on a single or limited number of customers and assists in reducing the seasonality of our revenues and its impact from any one segment's cycle. We operate in mid-size and large urban markets which enables us to reduce exposure to any single customer or market, with no single customer making up more than 3% of our worldwide rental revenues for the three months ended March 31, 2016 or the year ended December 31, 2015. Of our rental revenues for the year ended December 31, 2015 (excluding our operations in France and Spain which were sold on October 30, 2015), approximately 38% of equipment rental revenues were derived from construction activity and 23% were derived from industrial activity, while the remaining revenues were generated by rentals to government, railroad, entertainment and other types of customers.

We enter into rental agreements with companies, governmental entities and agencies or other organizations seeking to rent our equipment. We deliver much of our equipment directly to customer job sites and retrieve the equipment from the customer site upon conclusion of the rental. We extend credit terms to many of our customers to pay for rentals.

Our comprehensive fleet enables us to supply equipment to a wide variety of customers, from individual homeowners to local contractors to large national accounts or industrial plants. Our business has a large base of local small to mid-size customers as well as customers looking for specialty solutions or equipment. Many larger companies, particularly those with industrial plant operations, now require single source vendors to manage their total equipment needs, and this fits well within our core competencies. Arrangements with these large national companies include the provision of our repair, maintenance and customized equipment management services. We believe our strong relationships with larger customers, including through our National Accounts Program, is a competitive advantage because it enables us to seek longer rental terms for much of our equipment, with many of these customers renting equipment from us on a monthly or yearly basis, for use in large, complex and ongoing projects. As of December 31, 2015, the average tenure of customers in our National Account Program was 23 years. Length of tenure, however, is not indicative of the amount of revenue generated from those customers.

Sales and Marketing

We market and sell our products and services through a variety of complementary programs. Through a dedicated sales team, we provide our customers with support services, market and application expertise, and sales offerings. For example, we have sales teams committed to servicing various categories of our customer base, including clients in the construction, industrial, government, entertainment and many other specialized industries. Our product experts oversee the specialty products, providing engineering support and program management services to our clients. Through our national and industrial accounts programs, the dedicated sales team for each respective program provides our large customers with support across a number of diverse geographical, functional and equipment sectors. Our ongoing employee training programs continue to promote these attributes in our sales force. We also provide client support via our sales coordinators, reservation centers and customer contact centers to help customers with their comprehensive needs. Our maintenance service programs are available to clients at our locations and through our field service technicians. Additionally, we provide training programs to our clients that focus on product use and safety.

We advertise our broad range of offerings through industry catalogs, participation and sponsorship of industry events, trade shows, and via the internet. Additionally, our customers can browse and purchase used equipment through our website, arrange for the rental of existing equipment, see our significant service offerings and manage their fleet and overall account with us.

Franchisees

We believe that our extensive ownership of equipment rental operations contributes to the consistency of our high-

quality service, cost control, fleet utilization, yield management and competitive pricing. However, we have found the utilization of independent franchisees, which franchisees rent equipment that they own, helps to supplement these operations without requiring significant additional invested capital. HERC licenses the right to use its brand name under franchise arrangements to equipment rental businesses in Greece, Portugal and Corsica in Europe, in Afghanistan in the Middle East, in Panama in Central America and in Chile in South America. As of March 31, 2016, our franchisees maintained 13 locations worldwide.

Franchisees generally pay fees based on a percentage of their revenues. The operations of all franchisees, including the purchase and ownership of equipment, are financed independently by the franchisees, and we do not have any investment interest in the franchisees or their fleets. In return, franchisees are provided the use of the Hertz Equipment Rental Corporation brand name, certain operational support and training, reservations through our reservations channels, and other services. For the three months ended March 31, 2016 and the years ended December 31, 2015, 2014, and 2013, we received \$0.1 million, \$0.5 million, \$0.8 million and \$1.3 million in fees from our franchisees, respectively.

In Europe and other international jurisdictions, franchisees typically do not have early termination rights. Initial franchise fees may be payable over a term of several years. We intend to continue to promote the license of our brand name through such arrangements.

Competition

Our competitors in the equipment rental industry range from other large national companies to regional and local businesses. In each of the countries where we maintain company-operated locations, the equipment rental industry is often highly fragmented, with large numbers of companies operating on a regional or local scale and dealing in a limited number of products. The number of industry participants operating on a national scale is comparatively much smaller, although national participants often have significant breadth in the categories of equipment they rent. We believe, based on market and industry data, that we are one of the leading participants (together with United Rentals, Inc. and Ashtead Group plc's Sunbelt Rentals brand) in the North American equipment rental industry, with the remainder comprising a small number of multi-location regional or national operators and a large number of relatively small, independent businesses serving discrete local markets and specialty rental segments. Subsequent to the sale of our operations in France and Spain, we generated almost all of our equipment rental revenue in North America with approximately 1% of our equipment rental revenue generated through our international operations. In North America, the other top national-scale industry participants are United Rentals, Inc., H&E Equipment Services, Inc. and the Ashtead Group plc's Sunbelt Rentals brand. Aggreko is a global competitor in the power generation rental markets in the same markets in which we participate. In the United Kingdom, the other principal national-scale industry participant is the Ashtead Group plc's A-Plant brand. In China, the other principal national-scale industry participants are Far East Rental and LiLuo. In Saudi Arabia, the other principal national-scale industry participants are Zahid Tractor (CAT Dealer) and Rapid Access Gulf (Lavendon Group). In Qatar, the other principal national-scale industry participants are Byrne Equipment Rental Solutions and Rapid Access Gulf (Lavendon Group).

Competition in the equipment rental industry is intense, often taking the form of aggressive price competition. Among other factors, we believe that our competitive success is the result of 50 years of experience in the equipment rental industry, our systems and procedures for monitoring, controlling and developing our branch network, our capacity to maintain a comprehensive rental fleet, the reliability and safety of our equipment, the quality and experience of our sales team, our innovative customized rental solutions and our established national and industrial accounts programs. In addition to our historical profile, we believe continued diversification of our customer base and products will provide strategic competitive advantages in the rental industry.

Seasonality

Our equipment rental operation is a seasonal business, with demand for our rental equipment tending to be lower in the winter months. We have the ability to manage fleet capacity, the most significant portion of our cost structure, to meet market demand. For instance, to accommodate increased demand, we increase our available fleet and staff during the second and third quarters of the year. A number of our other major operating costs vary directly with revenues or transaction volumes; however, certain operating expenses, including rent, insurance, and administrative overhead, remain fixed and cannot be adjusted for seasonal demand. Seasonal changes in our revenues do not alter those fixed expenses, typically resulting in higher profitability in periods when our revenues are higher, and lower profitability in periods when our revenues are lower. Our equipment rental business, especially in the construction industry, has historically experienced decreased levels of business from December until late spring and heightened activity during our third and fourth quarter until December. Additionally, in an effort to reduce the impacts of seasonality, we are focused on expanding our customer base through

specialty products that have less seasonality and complement other cycles. See the section of this information statement entitled "Risk Factors-Risks Related to Our Business-Equipment rental, especially in the construction industry, is generally a highly seasonal business and any occurrence that disrupts rental activity during our peak periods could materially adversely affect our liquidity, cash flows and results of operations."

Properties

As of March 31, 2016, we had approximately 280 branches throughout the United States, Canada, China, the United Kingdom, Saudi Arabia and Qatar. On October 30, 2015, we sold our operations in France and Spain which comprised 60 locations in France and two in Spain. We also operate regional headquarters, sales offices and service facilities in the foregoing countries in support of our equipment rental operations.

Following the Spin-Off, we plan to maintain our principal executive offices at 27500 Riverview Center Blvd. Bonita Springs, Florida, 34134.

As of March 31, 2016, we own approximately 25% of the locations from which we operate our equipment rental business. The remaining locations from which we operate our equipment rental business are leased. Those leases typically require the payment of minimum rents and often also require us to pay or reimburse operating expenses and/or to pay additional rent above guaranteed minimums, based on a percentage of revenues or sales arising at the relevant premises.

Our rental locations generally are located in industrial or commercial zones. A growing number of locations have highway or major thoroughfare visibility. The typical location includes a customer reception area, an equipment service area and storage facilities for equipment. Most branches have stand-alone maintenance and fueling facilities and showrooms.

Employees

We expect that we will employ approximately 4,600 employees following the Spin-Off, with approximately 4,400 persons in our North American operations and 200 persons in our other operations. International employees are covered by a wide variety of union contracts and governmental regulations affecting, among other things, compensation, job retention rights and pensions. As of March 31, 2016, labor contracts covering the terms of employment of approximately 250 employees in the United States and 170 employees in Canada were in effect under approximately 20 active contracts with local unions, affiliated primarily with the International Brotherhood of Teamsters and the International Union of Operating Engineers. We have experienced no material work stoppage as a result of labor problems during the last ten years, and we believe our labor relations to be good. Nonetheless, we may be unable to negotiate new labor contracts on terms advantageous to us, or without labor interruption. See "Risk Factors—Risks Related to Our Business."

In addition to the employees referred to above, we employ a number of temporary workers, and engage outside services, as is customary in the industry, principally for the non-revenue movement of rental equipment between rental locations and the movement of rental equipment to and from customers' job sites.

Insurance and Risk Management

We are exposed to a variety of claims arising from our operations, including (i) claims by third parties for injury or property damage arising from the operation of our equipment or acts or omissions of our personnel and (ii) workers' compensation claims. We also are exposed to risk of loss from damage to our equipment and resulting business interruption. Our responsibility for such claims and losses is increased when we waive the provisions in certain of our rental contracts that hold a renter responsible for damage or loss under an optional loss or damage waiver that we offer. Following the Spin-Off, we will seek to mitigate our exposure to large liability losses arising from such claims by maintaining general liability, workers' compensation and vehicle liability insurance coverage through unaffiliated carriers in such amounts as we deem adequate in light of the respective hazards, where such insurance is available on commercially reasonable terms. However, we will bear a portion of such losses through the application of deductibles, self-retentions and caps in these insurance policies. We also will self-insure against losses associated with other risks not covered by these insurance policies. For example, we will be self-insured for group medical claims, though we will maintain "stop loss" insurance to protect ourselves from any one group medical claim loss exceeding a threshold amount, where such insurance is available on commercially reasonable terms. See "Risk Factors—Risks Related to Our Business."

Environmental, Health, and Safety Matters and Governmental Regulation

Environmental, Health, and Safety

Our operations are subject to numerous national, state, local and foreign laws and regulations governing environmental protection and occupational health and safety matters. These laws govern such issues as wastewater, storm water, solid and hazardous wastes and materials, air quality and matters of workplace safety. Under these laws and regulations, we may be liable for, among other things, the cost of investigating and remediating contamination at our sites as well as sites to which we sent hazardous wastes for disposal or treatment regardless of fault, as well as fines and penalties for non-compliance. Our operations generally do not raise significant environmental, health, or safety risks, but we use hazardous materials to clean and maintain equipment, dispose of solid and hazardous waste and wastewater from equipment washing, and store and dispense petroleum products from storage tanks at certain of our locations.

Based on the conditions currently known to us, we do not believe that any pending or likely remediation and compliance costs will have a material adverse effect on our business. We cannot be certain, however, as to the potential financial impact on our business if new adverse conditions are discovered, or compliance requirements become more stringent. See "Risk Factors—Risks Related to Our Business."

Governmental Regulation

Our operations also expose us to a host of other national, state, local and foreign laws and regulations, in addition to legal, regulatory and contractual requirements we face as a government contractor. These laws and regulations address multiple aspects of our operations, such as taxes, consumer rights, privacy, data security and employment matters and also may impact other areas of our business. There are often different requirements in different jurisdictions. Changes in government regulation of our businesses have the potential to materially alter our business practices or our profitability. Depending on the jurisdiction, those changes may come about through new legislation, the issuance of new laws and regulations or changes in the interpretation of existing laws and regulations by a court, regulatory body or governmental official. Sometimes those changes may have both a retroactive and prospective effect. This is particularly true when a change is made through reinterpretation of laws or regulations that have been in effect for some time. Moreover, changes in regulation that may seem neutral on their face may have either more or less impact on us than on our competitors, depending on the circumstances. See "Risk Factors—Risks Related to Our Business—Changes in the legal and regulatory environment that affects our operations, including laws and regulations relating to taxes, consumer rights, privacy, data security and employment matters could disrupt our business, increase our expenses or otherwise have a material adverse effect on our results of operations."

Legal Proceedings

From time to time we are a party to various legal proceedings. Summarized below are the most significant legal proceedings to which we have been a party during the three months ended March 31, 2016 and the subsequent period prior to the date of this information statement.

In re Hertz Global Holdings, Inc. Securities Litigation -In November 2013, a purported shareholder class action, Pedro Ramirez, Jr. v. Hertz Global Holdings, Inc., et al., was commenced in the U.S. District Court for the District of New Jersey naming Hertz Holdings and certain of its officers as defendants and alleging violations of the federal securities laws. The complaint alleged that Hertz Holdings made material misrepresentations and/or omissions of material fact in its public disclosures during the period from February 25, 2013 through November 4, 2013, in violation of Section 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. The complaint sought an unspecified amount of monetary damages on behalf of the purported class and an award of costs and expenses, including counsel fees and expert fees. In June 2014, Hertz Holdings responded to the amended complaint by filing a motion to dismiss. After a hearing in October 2014, the court granted Hertz Holdings' motion to dismiss the complaint. The dismissal was without prejudice and plaintiff was granted leave to file a second amended complaint within 30 days of the order. In November 2014, plaintiff filed a second amended complaint which shortened the putative class period such that it was not alleged to have commenced until May 18, 2013 and made allegations that were not substantively very different than the allegations in the prior complaint. In early 2015, this case was assigned to a new federal judge in the District of New Jersey, and Hertz Holdings responded to the second amended complaint by filing another motion to dismiss. On July 22, 2015, the court granted Hertz Holdings' motion to dismiss without prejudice and ordered that plaintiff could file a third amended complaint on or before August 22, 2015. On August 21, 2015, plaintiff filed a third amended complaint.

The third amended complaint included additional allegations and expanded the putative class period such that it was alleged to span from February 14, 2013 to July 16, 2015. On November 4, Hertz Holdings filed its motion to dismiss. Thereafter, a motion was made by plaintiff to add a new plaintiff, because of challenges to the standing of the first plaintiff. The court granted plaintiffs leave to file a fourth amended complaint to add the new plaintiff, and the new complaint was filed on March 1, 2016. Hertz Holdings moved to dismiss the fourth amended complaint in its entirety with prejudice on March 24, 2016. Hertz Holdings believes that it has valid and meritorious defenses and it intends to vigorously defend against the complaint, but litigation is subject to many uncertainties and the outcome of this matter is not predictable with assurance. It is possible that this matter could be decided unfavorably to Hertz Holdings. However, Hertz Holdings is currently unable to estimate the range of these possible losses, but they could be material to the Company's consolidated financial condition, results of operations or cash flows in any particular reporting period.

Governmental Investigations - In 2014, Hertz Holdings was advised by the staff of the New York Regional Office of the SEC that it is investigating the events disclosed in certain of Hertz Holdings' filings with the SEC. In addition, in December 2014 a state securities regulator requested information regarding the same events. The investigations generally involve the restatements included in Hertz Holdings' 2014 Form 10-K and related accounting for prior periods. Hertz Holdings has and intends to continue to cooperate with both the SEC and state requests. Due to the stage at which the proceedings are, Hertz is currently unable to predict the likely outcome of the proceedings or estimate the range of reasonably possible losses, which may be material. Among other matters, the restatements included in Hertz Holdings' 2014 Form 10-K addressed a variety of accounting matters involving Hertz Holdings' Brazil rental car operations. Hertz Holdings has identified certain activities in Brazil that may raise issues under the Foreign Corrupt Practices Act and local laws, which Hertz Holdings has self-reported to appropriate government entities. At this time, Hertz Holdings is unable to predict the outcome of this issue or estimate the range of reasonably possible losses, which could be material.

HERC Holdings, as the legal successor to Hertz Holdings, will continue to be subject to the foregoing proceedings following the Spin-Off. Moreover, following the Spin-Off, we could become subject to private litigation or investigations, or one or more government enforcement actions, arising out of the misstatements in Hertz Holdings' previously issued financial statements. New Hertz and HERC Holdings intend to share any ultimate liability arising from proceedings of this nature pursuant to the Separation Agreement. See "Relationship Between New Hertz and HERC Holdings-Agreements between New Hertz and HERC Holdings-Separation and Distribution Agreement-Sharing of Certain Liabilities."

In addition, we are subject to a number of claims and proceedings that generally arise in the ordinary conduct of our business. These matters include, but are not limited to, claims arising from the operation of equipment rented from HERC and workers compensation claims. We do not believe that the liabilities arising from such ordinary course claims and proceedings will have a material adverse effect on our consolidated financial position, results of operations or cash flows.

We have established reserves for matters where we believe the losses are probable and can be reasonably estimated. For matters, including the securities litigation and governmental investigations described above, where we have not established a reserve, the ultimate outcome or resolution cannot be predicted at this time, or the amount of ultimate loss, if any, cannot be reasonably estimated. Litigation is subject to many uncertainties and the outcome of the individual litigated matters is not predictable with assurance. It is possible that certain of the actions, claims, inquiries or proceedings, including those discussed above, could be decided unfavorably to HERC Holdings or any of its subsidiaries involved. Accordingly, it is possible that an adverse outcome from such a proceeding could exceed the amount accrued in an amount that could be material to our consolidated financial condition, results of operations or cash flows in any particular reporting period.

MANAGEMENT

Executive Officers Following the Spin-Off

The following table lists the individuals who are expected to serve as executive officers of HERC Holdings following the Spin-Off. Each executive officer named below is currently an employee of HERC.

Name	Age	Expected Position
Lawrence H. Silber	59	Chief Executive Officer and President, Director
Barbara L. Brasier	57	Senior Vice President and Chief Financial Officer
James Bruce Dressel	52	Senior Vice President and Chief Operating Officer
Maryann A. Waryjas	64	Senior Vice President, Chief Legal Officer and Secretary
Christian J. Cunningham	54	Senior Vice President and Chief Human Resources Officer
Richard F. Marani	56	Senior Vice President and Chief Information Officer

Lawrence H. Silber. Mr. Silber joined HERC in May 2015. Mr. Silber most recently served as an Executive Advisor at Court Square Capital Partners, LLP. Mr. Silber led Hayward Industries, one of the world's largest swimming pool equipment manufacturers as COO from 2008 to 2012, overseeing a successful transition through the recession returning the company to solid profitability. From 1978 to 2008, Mr. Silber worked for Ingersoll Rand in a number of roles of increasing responsibility. He led major Ingersoll Rand business groups including Utility Equipment, Rental and Remarketing and the Equipment and Services businesses. Earlier in his career, he led Sales, Marketing and Operations functions in the company's Power Tool Division and Construction and Mining Group. Mr. Silber served on the board of directors of SMTC Corporation (and for a time served as its interim President and CEO), the advisory board of Weiler Corporation, and currently serves on the board of Pike Electric Corporation, Inc. Mr. Silber earned his Bachelor of Arts degree from Rutgers College, The State University of New Jersey and also attended executive development programs at Harvard Business School, The University of Chicago's Booth Business School and a co-sponsored program between Ingersoll Rand and Duke Fuqua School of Business.

Barbara L. Brasier. Ms. Brasier joined HERC in November 2015 from Mondelez International, Inc. (formerly Kraft Foods, Inc.), where she served as Senior Vice President, Tax and Treasury since October 2012, when Mondelez spun off Kraft Foods Group, Inc. Ms. Brasier served as the Senior Vice President and Treasurer of Kraft Foods Inc. from October 2011 to September 2012 and from April 2009 to December 2010 and Senior Vice President, Finance of Kraft Foods Europe from December 2010 to October 2011. Prior to Kraft, Ms. Brasier was a Vice President and Treasurer of Ingersoll Rand from April 2004 to June 2008 and held roles of increasing responsibility at Mead Corporation and MeadWestvaco from June 1984 to March 2004. Ms. Brasier started her career in accounting at Touche Ross, now Deloitte & Touche, LLP.

James Bruce Dressel. Mr. Dressel joined HERC in June 2015, bringing with him significant expertise in the equipment rental industry and more than 30 years of experience in various leadership and senior management roles. Mr. Dressel served as President and CEO of Sunbelt Rentals, Inc. from February 1997 to July 2003, where he grew the company from 24 to 195 locations and expanded equipment rental offerings. Prior to Sunbelt, Mr. Dressel spent the first 12 years of his business career building a privately held service business that was acquired by Sunbelt in 1996. Following Sunbelt, Mr. Dressel held roles of increasing responsibility, including serving as Chief Sales Officer, for ADS, Inc., a provider of industry-leading equipment and logistics support solutions to the Department of Defense and other federal agencies. Since 2013, Mr. Dressel has been consulting within the equipment rental industry.

Maryann A. Waryjas. Ms. Waryjas joined HERC in November 2015 from Great Lakes Dredge & Dock Corporation, one of the largest providers of dredging services in the United States. At Great Lakes, Ms. Waryjas served as Senior Vice President, Chief Legal Officer and Corporate Secretary from August 2012 to November 2015. From 2000 until joining Great Lakes, Ms. Waryjas was a partner at the law firm of Katten Muchin Rosenman, LLP, where she most recently was co-chair of the firm's Corporate Governance and Mergers and Acquisitions Practices. Ms. Waryjas served two consecutive terms on Katten's Board of Directors. Prior to Katten, Ms. Waryjas was a partner at the law firms of Jenner & Block LLP and Kirkland & Ellis LLP. Ms. Waryjas received her B.S. degree, magna cum laude, from Loyola University and her J.D. degree, cum laude, from Northwestern University School of Law.

Christian J. Cunningham. Mr. Cunningham joined HERC in September 2014 from DFC Global Corporation where he served as Vice President, Corporate HR and HR Services since June 2013 with global responsibility for all human

resource matters for corporate staff. Previously Mr. Cunningham held the position of Vice President, HR, Compensation and Benefits at Sunoco Inc. and Sunoco Logistics from 2010 to 2013. Prior to Sunoco, Mr. Cunningham served at ARAMARK as Vice President, Global Compensation and Strategy (2008 to 2010); at Scholastic Inc. as Vice President, Compensation, Benefits and HRIS (2006 to 2007); and at Pep Boys as Assistant Vice President, Human Resources (2005 to 2006). Previously Mr. Cunningham held director and regional managerial positions, in roles with increasing levels of responsibility at Pep Boys (1995 to 2005) and Tire Service Corporation, Inc (1985 to 1995). Mr. Cunningham earned his Master of Business Administration from the Wharton School, University of Pennsylvania, and a Bachelor of Arts degree in Behavioral Science and Psychology from the same university.

Richard F. Marani. Mr. Marani joined HERC in June 2015. Mr. Marani has more than 30 years of IT experience across industrial products, construction equipment, aerospace, and information technology businesses. Mr. Marani began his career at General Electric, transitioning into IT and going on to become an Information Technology Leader. Following a successful role at United Technologies, Mr. Marani joined Ingersoll Rand Corporation in 2002 as Vice President of IT, where he was responsible for the development and implementation of global IT strategies. While there, he built out IT systems in advance of the spin-off of the Compact and Utility Equipment division to Doosan Infracore, leaving with the spin to assume the IT leadership role at Doosan. After four years there he returned to Ingersoll in a senior IT leadership role, responsible for global IT strategy for a \$3 billion sector of the Ingersoll portfolio.

Directors Following the Spin-Off

Name	Age	Expected Position
Lawrence H. Silber	59	Chief Executive Officer and President, Director
Herbert L. Henkel	67	Non-Executive Chairman and Director
James H. Browning	66	Director and Audit Committee Chairman
Patrick D. Campbell	63	Director
Michael A. Kelly	59	Director
Courtney Mather	39	Director
Stephen A. Mongillo	54	Director
Louis J. Pastor	31	Director
Mary Pat Salomone	56	Director

Herbert L. Henkel. Mr. Henkel has been selected to serve as a director and Non-Executive Chairman of HERC Holdings and HERC following the Spin-Off. Mr. Henkel is the Retired Chairman of the Board and Chief Executive Officer, Ingersoll-Rand plc, a manufacturer of industrial products and components. Mr. Henkel retired as Ingersoll-Rand's Chief Executive Officer, a position he held since October 1999, in February 2010, and retired as Chairman of the Board in June 2010. Mr. Henkel served as President and Chief Operating Officer of Ingersoll-Rand from April 1999 to October 1999. Mr. Henkel served in various leadership roles at Textron, Inc., including its President and Chief Operating Officer from 1998-1999.

James H. Browning. Mr. Browning has been selected to serve as a director and as audit committee chairman of HERC Holdings and HERC following the Spin-Off. Mr. Browning was a partner at KPMG until his retirement in 2009. He served as partner since 1980 and served as Southwest area professional practice partner in KPMG's Houston Office. Mr. Browning also served as an SEC reviewing partner and as partner in charge of KPMG's New Orleans audit practice. Mr. Browning is currently board chairman for RigNet, Inc. and is on the board of Texas Capital Bancshares where he serves as chairman of the audit committee. He also previously served as a director for Endeavour International Corporation, a NYSE listed international oil and gas exploration and production company.

Patrick D. Campbell. Mr. Campbell has been selected to serve as a director of HERC Holdings and HERC following the Spin-Off. Mr. Campbell is the retired Senior Vice President and Chief Financial Officer of 3M Company, a diversified global technology company, a position he held from 2002 to 2011. Prior to his tenure with 3M, Mr. Campbell was Vice President of International and Europe for General Motors Corporation, where he served in various finance functions during his 25 years with the company. Mr. Campbell is also a director of Stanley Black & Decker, Inc., a tool manufacturer, since 2008 and a director of SPX FLOW, Inc., a manufacturer of specialty fluid components and solutions, since its spin-off from

SPX Corporation in September 2015. Mr. Campbell served as a director of SPX Corporation from March 2014 to September 2015 and a director of Solera Holdings Inc., a provider of risk and asset management software and services to the automotive and property marketplace, from October 2014 to March 2016, when it was acquired by a third party.

Michael A. Kelly. Mr. Kelly has been selected to serve as a director of HERC Holdings and HERC following the Spin-Off. Mr. Kelly spent many years as an executive at 3M Company, serving as Executive Vice President of the Electronics and Energy Business from October 2012 to January 2016, and Executive Vice President of the Display and Graphics Business from October 2006 to October 2012. He served in various management positions in the U.S., Singapore, Korea, and Germany since he joined 3M in 1981. In his role as the Executive Vice President of 3M's Electronics and Energy Business, Mr. Kelly had global responsibility for all operational and strategic elements of a \$6 billion business, including the Electronic Materials, Electrical Markets, Communications Markets, Renewable Energy, and Display Materials Systems Businesses of 3M. Mr. Kelly's business also encompassed all film manufacturing for 3M. Mr. Kelly serves on the board of Mettler-Toledo International, Inc., a manufacturer of precision weighing and analytical instruments for the industrial, laboratory and food retail sectors, where he serves on the audit and compensation committees.

Courtney Mather Mr. Mather has served as a Managing Director of Icahn Capital LP, the entity through which Carl C. Icahn manages investment funds, since April 2014. Mr. Mather is responsible for identifying, analyzing, and monitoring investment opportunities and portfolio companies for Icahn Capital. Prior to joining Icahn Capital, Mr. Mather was Managing Director at Goldman Sachs & Co, where he served in various investment roles from 1998 to 2012. He was a director of the Loan Syndications and Trading Association (LSTA), an organization that develops market policies with firms transacting in debt, in 2011. Mr. Mather has been a director of: Freeport-McMoRan Inc., the world's largest publicly traded copper producer, since October 2015; Ferrous Resources Limited, an iron ore mining company with operations in Brazil, since June 2015; Viskase Companies Inc., a meat casing company, since June 2015; Federal-Mogul Holdings Corporation, a global supplier of technology and innovation in vehicle and industrial products, since May 2015; American Railcar Industries, Inc., a railcar manufacturing company, since July 2014; CVR Refining, LP, an independent downstream energy limited partnership, since May 2014; and CVR Energy, Inc., a diversified holding company primarily engaged in the petroleum refining and nitrogen fertilizer manufacturing industries, since May 2014. Mr. Icahn has a non-controlling interest in Freeport-McMoRan through the ownership of securities. Ferrous Resources Limited, American Railcar Industries, CVR Refining and CVR Energy, Federal-Mogul Holdings Corporation and Viskase are each indirectly controlled by Mr. Icahn. Mr. Mather is a director designated by Mr. Icahn pursuant to the Nominating and Standstill Agreement we entered into with Mr. Icahn described under "Certain Relationships and Related Party Transactions - Agreements with Carl C. Icahn."

Stephen A. Mongillo Mr. Mongillo has been selected to serve as a director of HERC Holdings and HERC following the Spin-Off. Mr. Mongillo is a private investor and a director of CVR Energy, Inc. a diversified holding company primarily engaged in the petroleum refining and nitrogen fertilizer manufacturing industries, since May 2012. From 2009 to 2011, Mr. Mongillo served as a director of American Railcar Industries, Inc. From January 2008 to January 2011, Mr. Mongillo served as a managing director of Icahn Capital LP, the entity through which Mr. Icahn managed third-party investment funds. From March 2009 to January 2011, Mr. Mongillo served as a director of WestPoint International Inc. Prior to joining Icahn Capital, Mr. Mongillo worked at Bear Stearns for 10 years, most recently as a senior managing director overseeing the leveraged finance group's efforts in the healthcare, real estate, gaming, lodging, leisure, restaurant and education sectors. CVR Energy Inc., American Railcar Industries and WestPoint International are each, directly or indirectly, controlled by Mr. Icahn. Mr. Mongillo is a director designated by Mr. Icahn pursuant to the Nominating and Standstill Agreement we entered into with Mr. Icahn described under "Certain Relationships and Related Party Transactions - Agreements with Carl C. Icahn."

Louis J. Pastor Mr. Pastor has been selected to serve as a director of HERC Holdings and HERC following the Spin-Off. Mr. Pastor has been Deputy General Counsel of Icahn Enterprises L.P. (a diversified holding company engaged in a variety of businesses, including investment, automotive, energy, gaming, railcar, food packaging, metals, mining, real estate and home fashion) since December 2015. From May 2013 to December 2015, Mr. Pastor was Assistant General Counsel of Icahn Enterprises. Prior to joining Icahn Enterprises, Mr. Pastor was an Associate at Simpson Thacher & Bartlett LLP, where he advised corporate, private equity and investment banking clients on a wide array of corporate finance transactions, business combination transactions and other general corporate matters. Mr. Pastor has been a director of Federal-Mogul Holdings Corporation, a global supplier of technology and innovation in vehicle and industrial products, since May 2015 and CVR Refining, LP, an independent downstream energy limited partnership, since September 2014. Mr. Pastor has also been a member of the Executive Committee of ACF Industries LLC, a railcar manufacturing company, since July 2015. Each of Federal-Mogul Holdings Corporation, CVR Refining and ACF Industries is indirectly controlled by Mr. Icahn. Mr. Pastor is a director designated by Mr. Icahn pursuant to the Nominating and Standstill Agreement we entered into with Mr. Icahn described under "Certain Relationships and Related Party Transactions - Agreements with Carl C. Icahn."

Mary Pat Salomone Ms. Salomone has been selected to serve as a director of HERC Holdings and HERC following the Spin-Off. Ms. Salomone is the as retired Chief Operating Officer of The Babcock & Wilcox Company (“B&W”), a technology innovator in power generation systems and specialty manufacturer of nuclear components. Ms. Salomone served as Chief Operating Officer of B&W from January 2010 to her retirement in June 2013. Before her role as Chief Operating Officer, Ms. Salomone served as Manager of Business Development for Babcock and Wilcox Nuclear Operations Group Inc. from January 2009 until January 2010. She also served as Manager of Strategic Acquisitions for Babcock and Wilcox Nuclear Operations Group Inc. from January 2008 to January 2009. From 1998 through December 2007, Ms. Salomone was President and Chief Executive Officer of Marine Mechanical Corporation, which was acquired by B&W in May 2007. Ms. Salomone previously served with two of B&W’s operating divisions, Nuclear Equipment Division and Fossil Power Division, from 1982 until 1998, in a variety of positions. These positions included Manager of Navy Contracts, Project Manager and Manager of Quality Assurance Engineering. Ms. Salomone is a director of Intertape Polymer Group, a Canadian tape and packaging company, since November 2013 and TransCanada Corporation, a Canadian energy pipeline company, since February 2013.

Pursuant to the Nomination and Standstill Agreement between Hertz Holdings and Mr. Carl C. Icahn, High River Limited Partnership, Hopper Investments LLC, Barberry Corp., Icahn Partners LP, Icahn Partners Master Fund LP, Icahn Enterprises G.P. Inc., Icahn Enterprises Holdings L.P., IPH GP LLC, Icahn Capital LP, Icahn Onshore LP, Icahn Offshore LP, Beckton Corp., Vincent J. Intrieri, Samuel Merksamer and Daniel A. Ninivaggi (collectively, the “Icahn Group”), Mr. Vincent J. Intrieri, Mr. Samuel Merksamer and Mr. Daniel A. Ninivaggi (collectively, the “Icahn Designees”) were appointed to the Board of Directors of Hertz Holdings as Class II, Class I and Class I directors, respectively, effective as of September 15, 2014. We expect each of the Icahn Designees to resign from his position as a director of Hertz Holdings in connection with the completion of the Spin-Off and be appointed as a director of New Hertz, and Messers. Mather, Mongillo and Pastor will become the Icahn Designees. In the event any of the Icahn Designees resigns or is otherwise unable to serve as a director, the Nomination and Standstill Agreement provides that subject to certain restrictions and requirements, the Icahn Group will have certain replacement rights.

Annual Meeting

The last annual meeting of stockholders of Hertz Holdings, which will continue as HERC Holdings following the Spin-Off, was held on May 18, 2016. Following the Spin-Off, annual meetings of stockholders of HERC Holdings will be held at the principal office of HERC Holdings or at another location as permitted by the DGCL and on a date as may be fixed from time to time by resolution of the HERC Holdings board of directors.

Corporate Governance and General Information Concerning the Board and its Committees

Corporate Governance

Our business following the Spin-Off will be managed under the direction of our board of directors. Our board of directors will be committed to good corporate governance and promoting the long-term interests of our stockholders by adopting structures, policies and practices which we believe promote responsible oversight of management.

Composition and Structure of Our Board

Hertz Holdings historically divided its directors into three classes: Class I, Class II and Class III directors, the members of which were elected for three-year terms.

However, Hertz Holdings, following its 2014 annual meeting of stockholders, amended its Certificate of Incorporation to provide for declassification of its board of directors. Pursuant to this amendment, the classification of Hertz Holdings’ board of directors (and, after the completion of the Spin-Off, the HERC Holdings board of directors) will be phased out such that Class I directors elected at the 2016 annual meeting, Class II directors elected at the 2017 annual meeting, and Class III directors elected at the 2015 annual meeting, in each case will be elected for one-year terms. As a result, the Class III directors were elected to serve one-year terms at the 2015 annual meeting, the Class I and Class III directors were elected to serve one-year terms at the 2016 annual meeting and the entire slate of directors will be up for election to serve one-year terms at the 2017 annual meeting, at which point the declassification of the HERC Holdings’ board of directors will be complete.

At least a majority of our directors will be “independent” directors as defined in the federal securities laws and applicable NYSE rules. The standards for determining director independence are specified in Annex A to our Corporate Governance Guidelines. See “—Corporate Governance Guidelines.”

Committees of the Board

We anticipate that our board of directors will have three standing committees: the Audit Committee, the Compensation Committee and the Nominating and Governance Committee. The initial members and chairpersons of our committees will be determined prior to the distribution date.

The Hertz Holdings board of directors has adopted a charter for each committee, which we expect will continue to govern our committees following the Spin-Off, subject to such amendments as our board of directors determines are appropriate from time to time. Each such charter is available without charge on the “Investor Relations—About Hertz—Committee Charters” portion of Hertz Holdings’ website www.hertz.com, and will be available on HERC Holdings’ website following the Spin-Off.

Each member of our board of directors that serves on any of the Audit Committee, Compensation Committee and Nominating and Governance Committee also will meet the independence and eligibility standards necessary for service on such committee pursuant to relevant securities laws, NYSE rules, our Corporate Governance Guidelines and the respective charter of each committee. Each member of our board of directors that serves on the Audit Committee will be determined to be “financially literate” under NYSE rules, and we anticipate that at least one member of our board of directors that serves on the Audit Committee will be determined to be an “audit committee financial expert” in accordance with relevant securities laws.

Audit Committee

Our Audit Committee will assist our board of directors in fulfilling its oversight responsibilities by assuming the following roles and responsibilities:

- Oversee our accounting, financial and external reporting policies and practices as well as the integrity of our financial statements.
- Monitor the independence, qualifications and performance of our independent registered public accounting firm.
- Oversee the performance of our internal audit function, the management information systems and operational policies and practices that affect our internal controls.
- Monitor our compliance with legal and regulatory requirements.
- Review our guidelines and policies and the commitment of internal audit resources, in each case as they relate to risk management and the preparation of our Audit Committee's report included in our proxy statements.

Compensation Committee

Our Compensation Committee will assist our board of directors in fulfilling its oversight responsibilities by assuming the following roles and responsibilities:

- Oversee our compensation and benefit policies generally.
- Evaluate the performance of our CEO as related to all elements of compensation, as well as the performance of our senior executives.
- Approve and recommend to our board of directors all compensation plans for our senior executives.
- Approve the short-term compensation and grants to our senior executives under our incentive plans (both subject, in the case of our CEO, if so directed by the board of directors, to the final approval of a majority of independent directors of our board of directors).
- Prepare reports on executive compensation required for inclusion in our proxy statements.

Nominating and Governance Committee

Our Nominating and Governance Committee will assist our board of directors in fulfilling its oversight

responsibilities by assuming the following roles and responsibilities:

- Assist our board of directors in determining the skills, qualities and eligibility of individuals recommended for membership on our board of directors.
- Review the composition of our board of directors and its committees to determine whether it may be appropriate to add or remove individuals.
- Review and evaluate directors for re-nomination and re-appointment to committees.
- Review and assess the adequacy of our Corporate Governance Guidelines, Standards of Business Conduct and Directors' Code of Conduct.
- Review and recommend to the board of directors the form and amount of compensation paid to directors.

Risk Oversight

Our anticipated approach to risk oversight following the Spin-Off is similar to that of Hertz Holdings currently and is described below.

Risk Oversight—Our Board and Committees

Our board of directors will oversee an enterprise-wide approach to risk management. This approach will be designed to improve our long-term performance and enhance stockholder value. A fundamental part of risk management is understanding the risks we face. Also important is management's role in addressing those risks and understanding what level of risk is appropriate for us. Our board of directors' involvement in setting our business strategy will be a key part of its assessment of management's risk threshold and also help determine an appropriate level of risk for us. The board of directors will participate in an annual enterprise risk management assessment, led by our Internal Audit Department. The board of directors will assess enterprise risk management with the input of the Audit Committee and Compensation Committee and advisors and members of management.

Various committees of the board of directors also will have responsibility for risk management. The Audit Committee will focus on financial risk, including internal controls, and annually receive a risk assessment and risk management report from our Internal Audit Department. The Audit Committee also will annually review with management our guidelines and policies and the commitment of internal audit resources as they relate to risk management. As described below, the Compensation Committee will strive to create compensation incentives that encourage a level of risk-taking behavior consistent with our business strategy.

Risk Considerations in our Compensation Program

Our Compensation Committee will conduct an annual review of the risk profile of our compensation policies and practices, with the assistance of management. In connection with this review, the Compensation Committee has the discretion to and may engage an independent consultant to assist it in analyzing our compensation policies and practices and associated compensation risks. Based on risk assessment reports developed pursuant to these procedures, the Compensation Committee will evaluate whether, for all employees, our enterprise-wide compensation policies and practices, in conjunction with our existing processes and controls, incentivize employees to take unnecessary risks, or pose a material risk to our company.

Stockholder Communications with the Board

Following the Spin-Off, stockholders and other interested parties may contact our directors by sending written correspondence to: Hertz Holdings Inc., 27500 Riverview Center Blvd., Bonita Springs, Florida 34134, Attention: Corporate Secretary.

Communications addressed to directors that discuss business or other matters relevant to the activities of our board of directors will be preliminarily reviewed by the office of the Corporate Secretary and then distributed either in summary form or by delivering a copy of the communication to the director, or group of directors, to whom they are addressed.

Director Nominations

Our board of directors for the period immediately after the Spin-Off will be selected by the Hertz Holdings board of directors, in consultation with its Nominating and Governance Committee. As part of its selection process, the Hertz Holdings board of directors and Nominating and Governance Committee will consider each prospective director's diversity in perspectives, personal and professional experiences and background and ability to carry out the responsibility of exercising business judgment on behalf of our stockholders after the Spin-Off. The Hertz Holdings board of directors and Nominating and Governance Committee also will assess the independence of each prospective director, taking into consideration the transactions and relationships between each prospective director or any member of his or her immediate family and us or any of our affiliates, as well as any transactions and relationships between each prospective director or any member of his or her immediate family and each of the members of our senior management. The Nominating and Governance Committee also will take into consideration any written arrangements for director nominations we are party to, including the Nomination and Standstill Agreement that Hertz Holdings entered into with Carl C. Icahn (and to which HERC Holdings will be a party from and after the Spin-Off), described under "Certain Relationships and Related Party Transactions-Agreements with Carl C. Icahn."

Following the Spin-Off, our Nominating and Governance Committee will consider director nominations made by stockholders. To nominate a person to serve on the board of directors following the Spin-Off, a stockholder should write to: Herc Holdings Inc., 27500 Riverview Center Blvd., Bonita Springs, Florida 34134, Attention: Corporate Secretary. Director nominations must be delivered to the Corporate Secretary in accordance with our by-laws. This generally means the nomination must be delivered not fewer than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting. The nomination must contain any applicable information set forth in our by-laws. The Nominating and Governance Committee will consider and evaluate persons nominated by stockholders in the same manner as it considers and evaluates other potential directors. See "—Implementation and Assessment of Policies Regarding Director Attributes."

Corporate Governance Guidelines

The Hertz Holdings board of directors has adopted Corporate Governance Guidelines containing standards for, among other things, the Nominating and Governance Committee to determine director qualifications, which we expect to keep in place following the Spin-Off, subject to such amendments as our board of directors determines are appropriate from time to time.

The Corporate Governance Guidelines provide that the Nominating and Governance Committee, in making recommendations about nominees to the board of directors, will:

- review candidates' qualifications for membership on the board of directors based on the criteria approved by the board of directors and taking into account the enhanced independence, financial literacy and financial expertise standards that may be required under law or NYSE rules for committee membership purposes;
- in evaluating directors for re-nomination to the board of directors, assess the performance and independence of such directors;
and
- periodically review the composition of the board of directors in light of the current challenges and needs of the board of directors and HERC Holdings, and determine whether it may be appropriate to add or remove individuals after considering issues of judgment, diversity, age, skills, background, experience and independence.

The Corporate Governance Guidelines also contain policies regarding director independence, the mandatory retirement age of directors, simultaneous service on other boards and substantial changes relating to a director's affiliation or position of principal employment. Among other things, the Corporate Governance Guidelines establish responsibilities for meeting preparation and participation, the evaluation of our financial performance and strategic planning. A copy of the Corporate Governance Guidelines is available without charge on the "Investor Relations—About Hertz—Governance Documents" portion of Hertz Holdings' website, www.hertz.com, and will be available on HERC Holdings' website following the Spin-Off.

Business Conduct and Ethics

Hertz Holdings has adopted the Standards of Business Conduct, which require all employees, officers and directors to avoid conflicts of interests, and the Hertz Holdings board of directors has adopted the Directors' Code of Conduct, which is applicable to all directors and provides guidance for handling unforeseen situations which may arise, including conflicts of interest, each of which we expect to keep in place following the Spin-Off, subject to such amendments as we determine are appropriate from time to time. A copy of each of the Standards of Business Conduct and the Directors' Code of Conduct is available without charge on the "Investor Relations—About Hertz—Governance Documents" portion of Hertz Holdings' website, www.hertz.com, and will be available on HERC Holdings' website following the Spin-Off.

Director Election Standards

Hertz Holdings maintains, and following the Spin-Off we will maintain, a "majority" voting standard for uncontested elections. For a nominee to be elected to our board of directors, the nominee must receive more "for" than "against" votes. In accordance with our by-laws and Corporate Governance Guidelines, each of our directors will submit upon his or her nomination a contingent resignation to the Chair of the Nominating and Governance Committee. The resignation will become effective only if the director fails to receive a sufficient number of votes for election or re-election and the board of directors accepts the resignation. In the event of a contested director election, a plurality standard will apply.

Our Board Leadership

As indicated in our Corporate Governance Guidelines, we believe it is important for our board of directors to retain flexibility to allocate the responsibilities of the offices of the Chairman and CEO in a manner that is in the best interests of our company, including the flexibility to determine whether these offices should be combined or separate. We believe that the decision as to who should serve as Chairman and who should serve as CEO, and whether the offices should be combined or separate, should be assessed periodically by our board of directors, and that the board of directors should not be constrained by a rigid policy mandating the structure of such positions.

Policy on Diversity

The Corporate Governance Guidelines and the Nominating and Governance Committee charter specify that the Nominating and Governance Committee consider a number of factors, including diversity, when evaluating or conducting searches for directors. We expect that the Nominating and Governance Committee will interpret diversity broadly to mean a variety of opinions, perspectives, personal and professional experiences and backgrounds, such as international and multicultural experience and understanding, as well as other differentiating characteristics, including race, ethnicity and gender.

Implementation and Assessment of Policies Regarding Director Attributes

The Nominating and Governance Committee, when making recommendations to the board of directors regarding director nominations, will assess the overall performance of the board of directors, and when re-nominating incumbent board members or nominating new board members, will evaluate the potential candidate's ability to make a positive contribution to the board of directors' overall function. The Nominating and Governance Committee will consider the actual performance of incumbent board members over the previous year, as well as whether the board of directors has an appropriately diverse membership to support our role as one of the world's leading equipment rental companies. The particular experience, qualifications, attributes and skills of the potential candidate will be assessed by the Nominating and Governance Committee to determine whether the potential candidate possesses the professional and personal experiences and expertise necessary to enhance the board of directors' mission. After conducting the foregoing analysis, the Nominating and Governance Committee will make recommendations to the board of directors regarding director nominees. In its annual assessment of director nominees, we do not expect the Nominating and Governance Committee to take a formulaic approach, but rather to consider each prospective nominee's diversity in perspectives, personal and professional experiences and background and ability. In making director nominations, we expect the Nominating and Governance Committee to take into account the overall diversity of the board of directors and evaluate the board of directors in light of, among other things, the attributes discussed in "—Policy on Diversity" mentioned above.

Director Compensation

Director Compensation Following the Spin-Off

We anticipate that, in connection with the Spin-Off, we will adopt a non-employee director compensation policy for HERC Holdings designed to align director interests with the interests of HERC Holdings stockholders. We expect this non-employee director compensation policy to be similar in structure to the current compensation program for non-employee directors of Hertz Holdings, as follows:

Board/Committee	Non-Employee Director Compensation		
Board	• Annual Cash Retainer:	\$70,000	• Restricted Stock Unit Grant: \$100,000
Audit	• Annual Chair Fee:	\$20,000	• Annual Member Fee: \$10,000
Compensation	• Annual Chair Fee:	\$15,000	• Annual Member Fee: \$7,500
Nominating and Governance	• Annual Chair Fee:	\$10,000	• Annual Member Fee: \$5,000

- We anticipate that the Chairman of the Board shall receive an additional annual fee of \$130,000, payable in the form of shares of common stock.
- We anticipate that the restricted stock units would be granted to directors after our annual stockholder meeting and have an equivalent fair market value to such dollar amount on the date of grant. Provided the director is still serving on our board of directors, these restricted stock units would vest on the business day immediately preceding the next annual meeting of stockholders.
- We also anticipate reimbursing our directors for reasonable and necessary expenses they incur in performing their duties as directors.

Our Nominating and Governance Committee will be responsible for reviewing and determining the form and amount of our non-employee director compensation from time to time, which will be recommended to our board of directors for approval.

Compensation Committee Interlocks and Insider Participation

We do not anticipate that any of the members of our Compensation Committee will be a current or former officer or employee of HERC Holdings or have any relationship with HERC Holdings requiring disclosure under Item 404 of Regulation S-K.

We also do not anticipate that any of our directors will have interlocking or other relationships with other boards, compensation committees or our executive officers that would require disclosure under Item 407(e)(4) of Regulation S-K.

COMPENSATION DISCUSSION AND ANALYSIS

Introduction and Overview

Because we are part of the consolidated Hertz Holdings enterprise, our executive officers have historically participated in the compensation programs of Hertz and Hertz Holdings. As described in more detail below, we expect that our executive compensation program after the Spin-Off will include the same general structure as Hertz and Hertz Holdings' executive compensation programs. However, the Compensation Committee of HERC Holdings for periods after the Spin-Off has not yet been constituted and, once constituted, will review these compensation programs and may make adjustments that it believes are appropriate in structuring its executive compensation arrangements. Because we will not be the legally spun-off entity in the separation, the compensation plans in place at the Hertz Holdings level, namely the Hertz Global Holdings, Inc. 2008 Omnibus Incentive Plan (the "2008 Omnibus Plan") and the Hertz Global Holdings, Inc. Senior Executive Bonus Plan ("Senior Executive Bonus Plan"), will continue as our compensation plans after the Spin-Off. Prior to the separation, New Hertz will adopt new compensation plans generally similar to the existing compensation plans in place at the Hertz Holdings level.

The compensation programs of Hertz and Hertz Holdings in which executive officers of HERC participate, including the manner in which outstanding equity awards will be treated in connection with the separation are described below under the subheading "Hertz Holdings' Compensation Programs." The elements of the executive compensation program that we expect to be in effect following the consummation of the separation are discussed under the subheading "HERC Holdings' Expected Compensation Program."

Hertz Holdings' Compensation Programs

HERC's Named Executive Officers

We refer to the following individuals as HERC's "named executive officers" (or "NEOs"):

- Lawrence H. Silber, who became our Chief Executive Officer and President on May 21, 2015;
- Barbara L. Brasier, who became our Chief Financial Officer on November 9, 2015;
- James Bruce Dressel, who became our Chief Operating Officer on June 22, 2015;
- Christian J. Cunningham, who became our Chief Human Resources Officer on September 8, 2014;
- Richard F. Marani, who became our Chief Information Officer on June 22, 2015; and
- Brian P. MacDonald, who became Chief Executive Officer of HERC on June 2, 2014, served as Hertz Holdings' interim Chief Executive Officer from September 7, 2014 to November 20, 2014 and resigned as HERC Chief Executive Officer and as an employee of Hertz Holdings on May 20, 2015.

Determining What Hertz Holdings Pays - Compensation Philosophy and the Role of the Compensation Committee

The Compensation Committee of Hertz Holdings reviews and establishes the compensation program for its senior executives, including the NEOs. Hertz Holdings' Compensation Committee is committed to creating incentives for its senior executives that reward them for the performance of Hertz Holdings. Hertz Holdings' Compensation Committee's philosophies include an emphasis on the following:

- **The compensation program's structure should be aligned with the price and market performance of Hertz Holdings' common stock:** Hertz Holdings' Compensation Committee believes that creating goals that are more directly focused on the price and performance of Hertz Holdings' common stock will further align the interests of Hertz Holdings' stockholders and its senior executives.
- **The compensation design should be simple, transparent and clearly articulated to participants and Hertz Holdings' stockholders:** Hertz Holdings' Compensation Committee is committed to designing our short-term cash compensation program and long-term equity compensation program to focus its senior executives' attention on business goals and the price and performance of Hertz Holdings' common stock.
- **The compensation program should provide short- and long-term components to drive performance over the long run:** Long-term results are important to Hertz Holdings' stockholders and its Compensation

Committee believes that a compensation program that rewards results both annually and on a year-over-year basis provides the framework for superior long-term performance.

- **The compensation should be competitive and market-based to attract and retain executive officers:** Hertz Holdings' Compensation Committee believes its compensation program should provide a combination of incentives that will allow Hertz Holdings to hire, retain and reward talented individuals at every position.
- **The compensation program should responsibly balance incentives with prudent risk management:** Hertz Holdings' Compensation Committee believes that responsible use of different types of incentives will create and foster a culture of growth that is sustainable and appropriate for Hertz Holdings.

Determining What Hertz Holdings Pays - Role of the Compensation Consultant

Hertz Holdings' Compensation Committee has the authority to retain outside advisors as it deems appropriate. Since November 2014, Hertz Holdings' Compensation Committee has engaged Frederic Cook as its compensation consultant. Frederic Cook's responsibilities include:

- reviewing and advising on total executive compensation, including salaries, short- and long-term incentive programs and relevant performance goals;
- advising on industry trends, important legislation and best practices in executive compensation;
- advising on how to best align pay with performance and with business needs;
and
- assisting the Compensation Committee with any other matters related to executive compensation arrangements, including executive employment agreements and award arrangements.

Hertz Holdings' Compensation Committee reviews its compensation programs in light of Frederic Cook's recommendations and adjusts compensation as the Compensation Committee sees fit. However, the decisions made by Hertz Holdings' Compensation Committee are the responsibility of the Compensation Committee, and may reflect factors other than the recommendations and information provided by Frederic Cook. Frederic Cook does not perform any services for Hertz Holdings other than in its role as advisor to the Compensation Committee. Before engaging any compensation consultant, it is the practice of Hertz Holdings' Compensation Committee to determine the compensation consultant's independence and whether any conflicts of interest would be raised by the engagement of the compensation consultant. Hertz Holdings' Compensation Committee believes that the work of Frederic Cook did not raise any conflicts of interest and Frederic Cook is independent.

Determining What Hertz Holdings Pays - Role of the CEO

In determining the appropriate levels of Hertz Holdings' compensation programs, Hertz Holdings' CEO traditionally provides his input to Hertz Holdings' Compensation Committee on topics that drive business performance. As part of this process, Hertz Holdings' CEO obtains data from and has discussions with its Chief Human Resources Officer or other appropriate executives. Hertz Holdings' CEO reviews and makes observations regarding performance and provides additional data for Hertz Holdings' Compensation Committee to consider regarding its overall compensation program. In addition, Hertz Holdings' Independent Non-Executive Chair, who is the Chair of Hertz Holdings' Compensation Committee, has an integral role in the determination of Hertz Holdings' CEO's compensation through her independent review and discussions with various parties. Because Hertz Holdings' Independent Non-Executive Chair is the Chair of its Compensation Committee, Hertz Holdings' Board believes that this provides the requisite focus on evaluating the CEO and setting his compensation relative to his performance. In determining compensation for Hertz Holdings' senior management, the Compensation Committee also takes into account the terms of any applicable employment agreement or term sheet entered into with the senior executive. Although Hertz Holdings' Compensation Committee may give weight to the input of Hertz Holdings' CEO, in all cases, the final determinations over compensation reside with Hertz Holdings' Compensation Committee or, if directed by its Board, in the case of Hertz Holdings' CEO, with the independent members of Hertz Holdings' Board.

Determining What We Pay - Elements of the Compensation Programs

Element	Type	How and Why Hertz Holdings Pays It
Salary	Fixed Cash	- Paid throughout the year to attract and retain senior executives - Sets the baseline for bonus and certain retirement programs
Annual Cash Bonus ⁽¹⁾	Performance-Based Cash	- Paid annually in cash to reward performance of Hertz Holdings, business unit and individual - Aligns senior executives' interests with Hertz Holdings' stockholders' interests, reinforces key strategic initiatives and encourages superior individual performance
Long-Term Equity ⁽²⁾	Long-Term Equity	- Granted annually, with vesting occurring in subsequent years based on satisfying performance conditions for performance stock units - Aligns senior executives' interests with Hertz Holdings' stockholders' interests and drives key performance goals
Retirement Benefits and Perquisites	Variable Other	- Paid at retirement based on senior executives' salary, bonus and years of service to Hertz Holdings or Hertz for participants in certain plans - Limited perquisites for business purposes, including relocation expenses generally designed to attract and retain talent

(1) Hertz Holdings also occasionally provides non-recurring cash bonuses to reflect superior individual performance, new responsibilities or to compensate new hires for amounts forfeited from their previous employer.

(2) Hertz Holdings has in the past, and in 2015, provided equity awards to compensate new hires for awards forfeited from their previous employer.

Determining What Hertz Holdings Pays - Survey Group

As part of determining Hertz Holdings' compensation programs, it compared the compensation for Hertz Holdings' senior executives to the compensation of comparable positions at a group of companies (the "Survey Group"). Hertz Holdings' Compensation Committee selected the Survey Group in late 2014 in consultation with Frederic Cook. Because the number of Hertz Holdings' direct industry competitors in the global market is limited, it did not limit the Survey Group to its direct competitors, but also included similarly-sized companies which bear substantial similarities to Hertz Holdings' business model. The companies in the Survey Group had annual revenues of approximately \$5.4 to \$21.5 billion, as compared to Hertz Holdings' 2015 revenue of \$10.5 billion. Hertz Holdings included a relatively large number (53) of companies in the Survey Group, in part because it believes that doing so helps to reduce the influence of outliers. Of the 53 companies in the Survey Group, 40 were in the prior year's Survey Group.

The following are the companies that comprised Hertz Holdings' Survey Group in 2015:

Advance Auto Parts, Inc.	Federal - Mogul Corp.	Office Depot, Inc.
Altria Group, Inc.	Gap Inc.	PetSmart, Inc.
Avis Budget Group, Inc.	General Mills, Inc.	PVH Corp.
Avon Products Inc.	Goodyear Tire & Rubber Company	R.R. Donnelley & Sons Co.
BorgWarner Inc.	Harley-Davidson, Inc.	Ralph Lauren Corp.
CarMax Inc.	Hershey Co.	Ross Stores Inc.
Carnival Corp.	Hormel Foods Corp.	Royal Caribbean Cruises
Coca-Cola Enterprises, Inc.	J.C. Penney Company, Inc.	Ryder System, Inc.
Colgate-Palmolive Co.	J.M. Smucker Co.	Southwest Airlines Co.
ConAgra Foods, Inc.	Kellogg Co.	Starbucks Corp.
CST Brands, Inc.	Kimberly-Clark Corporation	Starwood Hotels & Resort Worldwide, Inc.
CSX Corp.	Kohl's Corp.	SUPERVALU Inc.
Dana Holding Corp.	Kraft Foods Group, Inc.	TRW Automotive Holdings Corp.
Darden Restaurants Inc.	Lear Corporation	Visteon Corp.
Dean Foods Co.	Marriott International, Inc.	Waste Management, Inc.
Dick's Sporting Goods, Inc.	Mattel, Inc.	Whirlpool Corp.
Estee Lauder Companies Inc.	Newell Rubbermaid Inc.	Whole Foods Market, Inc.
Family Dollar Stores, Inc.	Norfolk Southern Corp.	

When making compensation decisions for its senior executives, Hertz Holdings' management and Compensation Committee considered the compensation levels of the Survey Group, as well as industry factors, general business developments, corporate, business unit and individual performance, the roles within our organization, their experience in the travel industry, compensation at their previous employers with respect to new hires and our overall compensation philosophy. Hertz Holdings' Compensation Committee does not apply Survey Group data in a formulaic manner to determine the compensation of our NEOs. Rather, the Survey Group data represented one of several factors that Hertz Holdings' Compensation Committee considered in a holistic assessment of compensation decisions. Hertz Holdings typically reviews the salaries, annual bonus levels and long-term equity awards of our NEOs every 12 months, and it periodically (but not on a set schedule) reviews the other elements of their compensation.

Determining What Hertz Holdings Pays - Response to Advisory Vote on Executive Compensation

In 2015, Hertz Holdings' advisory vote on executive compensation was approved by the following vote:

For	Against	Abstain	Broker Non-Votes
369,323,531	6,191,613	1,807,192	34,221,515

This represented a 97.8% level of approval. Although the effect of the advisory vote on executive compensation is non-binding, Hertz Holdings' Board and Compensation Committee considered the results of the 2015 vote and will continue to consider the results of future votes in determining the compensation of its senior executives and compensation programs generally.

Determining What Hertz Holdings Pays - Stockholder Input on the Compensation Programs

Hertz Holdings values the opinions of its stockholders and is committed to considering their opinions in making compensation decisions. In 2015, Hertz Holdings engaged with stockholders and discussed relevant aspects of its compensation program for 2015. As part of these discussions, Hertz Holdings considered their views on the structure and form of its compensation program to improve the alignment of stockholder interests with management's interests.

Annual Cash Compensation

Salary

For Hertz Holdings' senior executives, Hertz Holdings' Compensation Committee determines salary and any increases after reviewing individual performance, conducting internal compensation comparisons and reviewing compensation in the Survey Group. Hertz Holdings also takes into account other factors such as an individual's prior experience, total mix of job responsibilities versus market comparables and internal equity. Hertz Holdings' Compensation Committee consults with its CEO (except as to his own compensation) regarding salary decisions for senior executives and takes into consideration any contractual obligations we have with such senior executives. Hertz Holdings reviews salaries upon promotion or other changes in job responsibility.

The annual base salaries for the NEOs were established for 2015 as set forth below.

Name	2015 Salary (\$)	2014 Salary (\$)	What Hertz Holdings Took Into Consideration in Setting 2015 Salaries
Mr. Silber ⁽¹⁾	650,000	N/A	Offering a competitive salary in connection with Mr. Silber's appointment as Chief Executive Officer of HERC in May 2015
Ms. Brasier ⁽¹⁾	485,000	N/A	Offering a competitive salary in connection with Ms. Brasier's appointment as Chief Financial Officer of HERC in November 2015
Mr. Dressel ⁽¹⁾	500,000	N/A	Offering a competitive salary in connection with Mr. Dressel's appointment as Chief Operating Officer of HERC in June 2015
Mr. Cunningham	365,000	365,000	Mr. Cunningham was appointed as Chief Human Resources Officer in September 2014
Mr. Marani ⁽¹⁾	320,000	N/A	Offering a competitive salary in connection with Mr. Marani's appointment as Chief Information Officer of HERC in June 2015
Mr. MacDonald ⁽¹⁾	1,100,000	1,100,000	Mr. MacDonald's role in managing HERC's worldwide equipment rental operations in 2014

(1) The base salaries actually paid to each NEO hired or separated during 2015 were pro-rated to their respective start or end date.

Senior Executive Bonus Plan

Hertz Holdings' compensation design includes eligibility for an annual cash bonus computed pursuant to the terms of the Executive Incentive Compensation Plan ("EICP"), which will be described in the next section. In order that eligible bonus payments qualify as deductible under Section 162(m) of the Internal Revenue Code (the "Code"), the actual payments are made through the Senior Executive Bonus Plan for any such participants in the Senior Executive Bonus Plan. The Senior Executive Bonus Plan was approved by Hertz Holdings' stockholders at its 2010 annual meeting. Payments under the Senior Executive Bonus Plan are intended to qualify as performance-based compensation under Section 162(m) of the Code. Under the terms of the Senior Executive Bonus Plan, the maximum amount of a payment (1) to Hertz Holdings' CEO is limited to 1% of Hertz Holdings' Gross EBITDA for a performance period and (2) to Hertz Holdings' other designated participants is limited to 0.5% of Hertz Holdings' Gross EBITDA for a performance period. Gross EBITDA is defined as net income before net interest expense, income taxes and depreciation (which includes revenue earning equipment lease charges) and amortization. If Hertz Holdings' Gross EBITDA is greater than \$0, then the participants in the Senior Executive Bonus Plan will become eligible for an award under the EICP, the subplan under which our Compensation Committee exercises its discretion to reduce the size of the awards payable under the Senior Executive Bonus Plan. Although Hertz Holdings' Compensation Committee exercises discretion to reduce annual incentives under the Senior Executive Bonus Plan, it may not increase the payments beyond the Gross EBITDA limits described above. Hertz Holdings' Compensation Committee may adjust awards established pursuant to the EICP, provided that the awards as so adjusted do not exceed the parameters permitted by the Senior Executive Bonus Plan. For certain other participants who are not executive officers of Hertz Holdings and are not participants under the Senior Executive Bonus Plan, such executives are generally paid in accordance with the EICP or pursuant to the discretion of Hertz Holdings' Compensation Committee.

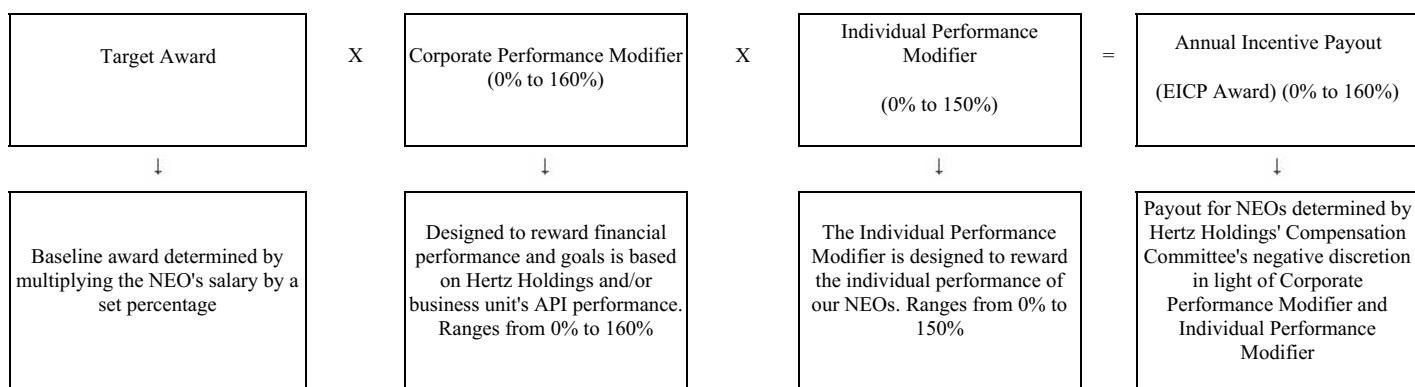
Annual Cash Incentive Program (EICP)

Structure of the 2015 EICP

During late 2014 and early 2015 Hertz Holdings' Compensation Committee did an intensive review of the EICP and decided to simplify its structure for 2015. For 2014, the EICP consisted of three elements—a corporate performance modifier to reward Hertz Holdings' overall financial performance, a business unit modifier to drive performance at individual business units and an individual performance modifier to reward individual performance. For 2015, in consultation with management and Frederic Cook, Hertz Holdings' Compensation Committee elected to retain the framework of rewarding its overall financial performance, business unit performance and individual performance, but reduced the number of financial metrics used in the EICP. The goal was to focus participants on one performance metric that is clear, understandable and drives overall business results. While a number of metrics were considered, Hertz Holdings' Compensation Committee chose the earnings metric of Adjusted Pre-Tax Income or "API" to be used at both the corporate and business unit level. API is calculated as income (loss) before income taxes plus certain non-cash acquisition accounting charges, debt-related charges relating to the amortization and write-off of debt financing costs and debt discounts and certain one-time charges and non-operational items. API is familiar to participants, it is easily understandable and it aligns incentives for all participants. The participants can receive awards that range from 0% to 160% of their target award.

How Hertz Holdings Determined the 2015 EICP Awards

To determine the EICP awards, Hertz Holdings' Compensation Committee reviewed its performance against the established performance criteria, reviewed individual performance and approved the EICP award payments for the NEOs. To arrive at the annual award, the NEO's salary was multiplied by a specified target (the "Target Award"), which was further multiplied by modifiers noted in the table below:



Target Awards for 2015

The target award for each eligible NEO for 2015 was a percentage of the NEO's 2015 base salary. Hertz Holdings' Compensation Committee generally considers the experience, responsibilities and historical performance of each particular NEO when determining target awards. In determining 2015 target awards, the Compensation Committee also considered the provisions of the applicable employment agreement or term sheet of the NEO, which provided for pro-rated awards measured from each executive's start date for Messrs. Silber, Dressel and Marani and Ms. Brasier.

Each NEO's 2015 target award as a percentage of base salary as of December 31, 2015 were as follows:

Named Executive Officer	Salary as of December 31, 2015 (\$)	Target Award as a % of Salary (%)	Target Award (\$)
Mr. Silber ⁽¹⁾	650,000	100	650,000
Ms. Brasier ⁽¹⁾	485,000	70	339,500
Mr. Dressel ⁽¹⁾	500,000	75	375,000
Mr. Cunningham	365,000	50	182,500
Mr. Marani ⁽¹⁾	320,000	50	160,000
Mr. MacDonald	1,100,000	130	1,430,000

(1) The target awards, as pro-rated to each executive's start date, were \$402,466 for Mr. Silber, \$49,297 for Ms. Brasier, \$198,288 for Mr. Dressel and \$84,603 for Mr. Marani.

Corporate Performance Modifier for 2015

As noted above, Hertz Holdings' Compensation Committee selected API as the central metric for the Corporate Performance Modifier. Previously, Hertz Holdings' Compensation Committee used a blend of API, return on total capital and revenue for the Corporate Performance Modifier and specific goals for the business units. API is equal to Hertz Holdings' income before acquisition accounting charges, non-cash interest items, income taxes, minority interest, restructuring expenses, significant one-time items and non-cash "mark-to-market" income and expense. API allows management to assess the operational performance of Hertz Holdings' business, exclusive of the items previously mentioned that do not reflect its operating performance. API has been a feature of Hertz Holdings' cash bonus plan since 2006.

Hertz Holdings' Compensation Committee set goals for API which constituted the Corporate Performance Modifier. Hertz Holdings' Compensation Committee then measured performance against each of the goals to determine the overall Corporate Performance Modifier. The target level for each API goal was based upon Hertz Holdings' business plan.

In order to promote the performance of both Hertz Holdings and HERC, Hertz Holdings' Compensation Committee set the Corporate Performance Modifier to contain a weighted blend of Hertz Holdings corporate performance and HERC performance. The Corporate Performance Modifier was set at 50% Hertz Holdings corporate performance and 50% HERC performance for Messrs. Silber and MacDonald based on their role as HERC CEO in 2015. For all other NEOs, their Corporate Performance Modifier was set at 25% Hertz Holdings corporate performance and 75% HERC performance.

Calculation of the Corporate Performance Modifier-Targets and Results

The following were the fiscal 2014 financial performance criteria targets set by Hertz Holdings' Compensation Committee and Hertz Holdings' actual performance as compared to such targets (in millions, unless indicated otherwise):

2015 Corporate Performance Modifier - Hertz Holdings Corporate Performance

	API	Payout Percentage	API as % of Target
Threshold ⁽¹⁾	\$ 651.0	25%	90%
Target	\$ 723.0	100%	100%
Maximum ⁽²⁾	\$ 939.9	160%	130%
Actual API and Corporate Performance Modifier	\$ 572.0	—%	79%

2015 Corporate Performance Modifier - HERC Performance

	API	Payout Percentage	API as % of Target
Threshold ⁽¹⁾	\$ 226.0	25%	90%
Target	\$ 251.0	100%	100%
Maximum ⁽²⁾	\$ 301.0	160%	120%
Actual API and Corporate Performance Modifier	\$ 190.0	—%	76%

(1) Any API results that equal the threshold receive a 25% multiplier. Any API results that are below the threshold receive a 0% multiplier.

(2) Any API results that equal or exceed the high performance level receive a 160% multiplier.

For financial performance criteria, linear interpolation was used to determine the multiplier for results that were between the threshold and target and target and maximum performance level.

Hertz Holdings disclosed its actual API, as well as detailed reconciliations of this Non-GAAP measure, in its Annual Report on Form 10-K for the year ended December 31, 2015.

Overall, we did not achieve threshold performance levels for Hertz Holdings corporate performance and HERC corporate performance necessary to pay bonuses under the EICP.

Individual Performance Modifier for 2015

Annually, Hertz Holdings' CEO assesses the individual performance of the senior executives (excluding himself), taking into account multiple factors beyond the specific metrics outlined above. However, because Hertz Holdings and HERC performance was below threshold, no individual review was conducted for this element of the EICP.

2015 Bonus Payouts

None of the NEOs received a bonus under the EICP in 2015 because Hertz Holdings and HERC performance was below threshold. However, the Compensation Committee took into consideration the following factors and elected to pay discretionary bonuses to the NEOs (other than Mr. MacDonald) for 2015 performance for the following reasons:

- **Taking significant steps to separate our equipment rental business from our car rental business:**our NEOs worked diligently to file our Form 10 in December 2015 and identify and act on matters crucial to the eventual competition of the Spin-Off.
- **Retention considerations:** we believe that we have assembled an excellent leadership team with a significant amount of experience and we desire to keep the team intact in anticipation of the Spin-Off.
- **Impact on 2015 HERC financial performance:** several of our NEOs were hired in 2015 and did not have a full performance period to impact HERC performance.

The amounts are reported under the “Bonus” column of the Summary Compensation Table for all NEOs. The chart below shows each NEO’s 2015 award:

Named Executive Officer	Payout (\$)
Mr. Silber	100,616
Ms. Brasier	18,000
Mr. Dressel	75,000
Mr. Cunningham	75,000
Mr. Marani	25,000
Mr. MacDonald	—

- (1) Mr. Silber and Ms. Brasier were appointed as President and CEO and CFO, respectively, of HERC in 2015 and were not Hertz Holdings employees in 2014. Mr. Silber’s target award for 2015 was set at 100% of his base salary and Ms. Brasier’s target award for 2015 was set at 70% of her base salary.

Bonus for New Hire Barbara L. Brasier

As described below under “Employment Agreements, Change in Control Agreements and Separation Agreements - Employment Arrangements with Barbara L. Brasier”, Ms. Brasier received a cash payment of \$400,000 pursuant to her term sheet that is subject to forfeiture if Ms. Brasier voluntarily resigns or is terminated for cause within 24 months of her employment start date. Ms. Brasier received this cash payment in December 2015.

Long-Term Equity Incentives

Long-term equity incentive compensation composes a significant portion of the total compensation paid to Hertz Holdings’ senior executives and in 2015 was awarded under the 2008 Omnibus Plan. Under the 2008 Omnibus Plan, Hertz Holdings’ Compensation Committee has the flexibility to make equity awards based on the common stock of Hertz Holdings, including time- and performance-based awards of stock options, stock appreciation rights, restricted stock, restricted stock units, performance stock units (“PSUs”) and deferred stock units.

Summary of 2015 Award Structure

During late 2014 and early 2015 Hertz Holdings’ Compensation Committee reviewed the structure of the long-term equity incentive plan and concluded that significant changes to the plan were needed to create the right incentives and strongly align employee interests and Hertz Holdings’ stockholder interests. The following changes were implemented in 2015:

- **Continued Use of PSUs based on Adjusted Corporate EBITDA with Revised Vesting Conditions:** Adjusted Corporate EBITDA PSUs are to be paid out based on a three-year (rather than the previous two-year) performance period and compose 50% (instead of the previous 70%) of each senior executive’s (other than Ms. Brasier’s) annual long-term equity award. Adjusted Corporate EBITDA targets were established for 2015, 2016 and 2017, with targets that are higher than 2014 Adjusted Corporate EBITDA.
- **All-or-Nothing Design:** 1/3 of the PSUs will be earned each year on an all-or-nothing basis, depending on whether that year’s target is met. Assuming continued employment, earned PSUs will vest as a single tranche at the end of three years after the certification of results for the last performance period covered by the award.

- **Elimination of Adjusted Corporate EBITDA Margin PSUs:** Adjusted Corporate EBITDA Margin PSUs were eliminated and replaced by stock options.
- **Use of Stock Options to Drive Hertz Holdings' Stock Performance** Stock options were issued in 2015 in an amount equal to the other 50% of each senior executive's intended equity award. Options vest ratably each year on the anniversary of grant and expire five years after the date of grant. The use of stock options reflects the view of Hertz Holdings' Compensation Committee that stockholder interests are best advanced at this time with a stock incentive that only provides value when the price of Hertz Holdings' common stock increases and, because the stock options expire five years after grant, requires that price improvement occur in the short- to medium- time frame.

Adjusted Corporate EBITDA PSUs

Hertz Holdings' Compensation Committee selected Adjusted Corporate EBITDA as the performance goal for 50% of the equity granted in 2015. Hertz Holdings' Compensation Committee chose Adjusted Corporate EBITDA as a performance metric because it is one of the primary metrics it uses to facilitate the analysis of investment decisions, profitability and performance trends. For purposes of the PSUs, management recommended, and the Compensation Committee approved, a multi-year design for the awarding and earning of PSUs. The Compensation Committee selected this design in order to drive Adjusted Corporate EBITDA performance over a multi-year period. Adjusted Corporate EBITDA means "EBITDA" as that term is defined under Hertz Holdings' senior credit facilities and is further defined and reconciled to its most comparable GAAP measure in Hertz Holdings' Current Report on Form 8-K filed on March 1, 2016. Each of the NEOs (other than Ms. Brasier) was granted Adjusted Corporate EBITDA PSUs in 2015.

For 2015, Hertz Holdings' Compensation Committee set Adjusted Corporate EBITDA goals for 2015, 2016 and 2017. 1/3 of the award granted in 2015 will vest based on achievement of 2015 Adjusted Corporate EBITDA goals, 1/3 of the award granted in 2015 will vest based on achievement of 2016 Adjusted Corporate EBITDA goals and 1/3 of the award granted in 2015 will vest based on the achievement of 2017 Adjusted Corporate EBITDA goals.

Hertz Holdings' Compensation Committee determined that the PSUs granted in 2015 will vest all-or-nothing based on each year's Adjusted Corporate EBITDA performance. Previously, the number of PSUs would vest anywhere from 50% to 150% based on Adjusted Corporate EBITDA performance. Hertz Holdings' Compensation Committee believed that using the all-or-nothing approach would drive achievement of Adjusted Corporate EBITDA performance that was challenging, but achievable.

To earn PSUs for 2015 performance, the NEOs needed to achieve 2015 Adjusted Corporate EBITDA performance of \$1,511.1 million. Actual Adjusted Corporate EBITDA for 2015 was \$1,493 million. This amount was below the target, resulting in the NEOs earning none of the PSUs eligible to be earned for 2015. The NEOs can earn PSUs in 2016 for 2016 Adjusted Corporate EBITDA performance and in 2017 for 2017 Adjusted Corporate EBITDA performance. For more information about the award of PSUs, the impact of 2015 performance on the PSUs and the number eligible to be earned, see "2015 Grants of Plan-Based Awards" table below.

Stock Options Granted in 2015

Hertz Holdings' Compensation Committee reviewed the use of equity and elected to grant stock options to senior executives in 2015. The stock options composed approximately 50% of each NEO's equity award. The stock options will vest 25% annually on the anniversary of the date of grant and expire five years from the date of grant. Each NEO was granted stock options, other than Ms. Brasier. For more information about the award of stock options and the relevant vesting dates see "2015 Grant of Plan-Based Awards" table below.

Award Structure for Brian P. MacDonald

Pursuant to the terms of Mr. MacDonald's employment arrangements, he did not receive the PSUs described above. As detailed below, under "Employment Agreements, Change in Control Agreements and Separation Agreements - Other Named Executive Officers - Employment Arrangements with Brian P. MacDonald," Hertz Holdings had agreed to issue Mr. MacDonald PSUs based on different Gross EBITDA metrics (including the Gross EBITDA of HERC), as well as certain additional equity awards if HERC became a separate publicly traded company. Hertz Holdings also granted Mr. MacDonald stock options in 2015 as well. Mr. MacDonald separated from employment prior to vesting in any of his awards and accordingly, they were all forfeited, with a cash payment made to Mr. MacDonald in lieu of such awards pursuant to his letter agreement.

Award Structure for Certain New Hires

In connection with the hiring of Ms. Brasier, Hertz Holdings entered into a term sheet with her providing for an equity award to replace awards forfeited at her former employer. In 2015, we awarded Ms. Brasier a one-time restricted stock unit ("RSU") grant of approximately \$500,000, which equaled 32,300 RSUs at the date of grant. The RSUs will vest on 1/3 on each anniversary of grant if Ms. Brasier remains an employee on each respective vesting date. For information about the treatment of the RSUs in the event that Ms. Brasier separates from service, see "Employment Agreements, Change in Control Agreements and Separation Agreements" below. Ms. Brasier did not receive a grant of Adjusted Corporate EBITDA PSUs or stock options in 2015.

Policies on Timing of Equity Awards

It is Hertz Holdings' general practice not to issue equity awards with a grant date that occurs during regularly scheduled blackout periods. However, Hertz Holdings has as a general practice granted equity awards in the first week of each month in connection with new hires, promotions, special recognition or other special circumstances, which may be during blackout periods. It is also Hertz Holdings' general practice not to determine the number of equity awards based on market conditions prior to the date on which the equity award is approved. It is also Hertz Holdings' policy for the exercise price of stock options to be the closing price of the Company's stock the day before the date of such grant.

Other Compensation Elements

Retirement Benefits

Hertz Holdings maintains a qualified defined contribution plan and a non-qualified deferred compensation program which the NEOs are eligible to participate in, as described under "Pension Benefits" below.

Hertz Holdings also maintains a post-retirement assigned car benefit plan under which it provides certain senior executives who, at the time of retirement, are at least 58 years old and have been an employee of Hertz Holdings for at least 20 years, with a car from its fleet and insurance on the car for the participant's benefit. As of December 31, 2015, none of the NEOs had satisfied the service requirement for participation in the plan.

Perquisite Policy

Hertz Holdings provides perquisites and other personal benefits to its senior management that it and its Compensation Committee believe are reasonable and consistent with its overall compensation program to better enable us to attract and retain superior employees for key positions. Hertz Holdings uses corporate aircraft for the purpose of encouraging and facilitating business travel by its senior executives (primarily Hertz Holdings' CEO) and directors, generally for travel in the United States and, less frequently, internationally. In addition, Hertz Holdings' CEO uses corporate aircraft for personal air travel.

Hertz Holdings' Compensation Committee regularly reviews aircraft usage and the expenses associated with such usage. Any attributed costs of these personal benefits for the NEOs for the fiscal year ended December 31, 2015 are included in the "All Other Compensation" column of the Summary Compensation Table. Hertz Holdings' Compensation Committee periodically reviews our perquisite policies as required.

Hertz Holdings also maintains a relocation policy that provides for the payment of relocation expenses in certain instances, including the relocation of new hires to Hertz Holdings' corporate headquarters in Florida. In lieu of receiving relocation benefits for their moves to Florida, Mr. Silber received a cash payment of \$150,000 and Mr. Dressel received a cash payment of \$47,500.

Employment and Severance Arrangements

Hertz Holdings has entered into change in control agreements ("Change in Control Agreements") with Messrs. Silber and MacDonald and other Hertz Holdings employees. In adopting these arrangements, it was the intention of Hertz Holdings to provide senior executives with severance arrangements that they would view as appropriate in light of their existing arrangements, while at the same time considering the terms of arrangements provided by peer companies.

The purpose of the individual Change in Control Agreements is to provide payments and benefits to the covered executives in the event of certain qualifying terminations of their employment following a change in control of Hertz Holdings.

While Hertz Holdings has adopted a severance plan covering certain of its senior executives (the "Severance Plan for Senior Executives"), the NEOs are not participants in the Severance Plan for Senior Executives. Rather, each of their respective offer letters provides severance arrangements in the event of certain qualifying terminations of their employment. Such severance arrangements are described below under "Employment Agreements, Change in Control Agreements and Separation Agreements."

Mr. MacDonald separated from service during 2015. The circumstances of the separation qualified him for severance benefits under the terms of his employment agreement. Payments under his Separation Agreement are described below under "Employment Agreements, Change in Control Agreements and Separation Agreements."

Policies and Practices for Recovering Bonuses in the Event of a Restatement

Hertz Holdings maintains a clawback policy to promote responsible risk management and to help ensure that the incentives of management are aligned with those of Hertz Holdings' stockholders. The clawback policy applies to all of Hertz Holdings' employees who are at the director level and above, including the NEOs, and covers:

- all annual incentives (including awards under the Senior Executive Bonus Plan);
- long-term incentives;
- equity-based awards (including awards granted under the 2008 Omnibus Plan); and
- other performance-based compensation arrangements.

The policy provides that a repayment obligation is triggered if Hertz Holdings' Compensation Committee determines that the employee's gross negligence, fraud or willful misconduct caused or contributed to the need for a restatement of Hertz Holdings' financial statements within three years of the issuance of such financial statements.

In addition, Hertz Holdings adopted new forms of equity award agreements in 2015 with enhanced clawback provisions. Hertz Holdings' clawback policy and any related plans or award agreements will be further revised, to the extent necessary, to comply with any rules promulgated by the SEC pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Stock Ownership Guidelines and Hedging Policy

Stock Ownership Guidelines

Hertz Holdings has stock ownership guidelines for senior executives and non-employee directors. The guidelines establish the following target ownership levels:

- Equity equal to five times base salary for our CEO;
- Equity equal to three times base salary for our CFO, senior executive vice presidents and business unit heads;
- Equity equal to two times base salary for our other senior executives (as designated under Section 16 of the Exchange Act); and
- Equity equal to five times annual cash retainer for non-employee directors.

Senior executives and non-employee directors have five years to reach the target ownership levels. Senior executives subject to the guidelines are permitted to count towards the target ownership levels shares owned outright or in trust, shares owned through Hertz Holdings' Employee Stock Purchase Plan, the approximate after-tax value of unvested restricted stock units (*i.e.*, 50% of unvested restricted stock units) and the approximate after-tax value of PSUs if the performance criteria has been met, even if the service requirement has not been met (*i.e.*, 50% of PSUs if performance criteria is met). Non-employee directors subject to the guidelines are permitted to count towards the target ownership levels shares owned outright or in trust and the approximate after-tax value of phantom shares (*i.e.*, 50% of phantom shares).

Pledging and Hedging Policy

In February of 2013, Hertz Holdings' modified its policy regarding trading in Hertz Holdings' securities to prohibit employees and directors from entering into any type of arrangement, contract or transaction that has the effect of pledging shares or hedging the value of Hertz Holdings' common stock.

Tax and Accounting Considerations

Section 162(m) of the Code operates to disallow public companies from taking a federal tax deduction for compensation in excess of \$1 million paid to certain of its executive officers, excluding performance-based compensation that meets requirements mandated by the statute. As part of its role, Hertz Holdings' Compensation Committee reviews and considers the deductibility of executive compensation under Section 162(m) of the Code. Hertz Holdings' stockholders approved the 2008 Omnibus Plan so that awards granted under the plan may qualify as performance-based compensation. In addition, any EICP payments that senior management has earned have been made under the Senior Executive Bonus Plan, which was approved by Hertz Holdings' stockholders at its 2010 annual meeting and is designed to qualify as tax-deductible under Section 162(m) of the Code. When appropriate, Hertz Holdings Compensation Committee intends to preserve deductibility under Section 162(m) of the Code of compensation paid to its senior executives. However, changes in tax laws (and interpretations of those laws), as well as other factors beyond Hertz Holdings' control, may affect the deductibility of executive compensation. Further, in certain situations, Hertz Holdings' Compensation Committee may approve compensation that will not meet these requirements in order to attract and retain qualified senior executives and to ensure the total compensation for Hertz Holdings' senior executives is consistent with the policies described above.

HERC Holdings' Anticipated Compensation Program

Overview

HERC Holdings' Compensation Committee has not yet been established and therefore has not established a specific set of objectives or principles for the executive compensation of HERC Holdings following the Spin-Off. Following the consummation of the separation, HERC Holdings' board of directors will review each of the elements of HERC Holdings' compensation policy. We believe that the separation will enable HERC Holdings to offer its key employees compensation directly linked to the performance of its business, which we expect will enhance the ability of HERC Holdings to attract, retain and motivate qualified personnel. It is anticipated that HERC Holdings' Compensation Committee will establish a compensation program that will be comparable to the compensation program currently offered by Hertz Holdings, which covers executives in both the car rental and equipment rental business.

Expected Elements of Compensation

Salary

HERC Holdings expects to provide salaries for its NEOs that will reflect each named executive officers' prior experience, role within the standalone company, total mix of job responsibilities versus market comparables, internal equity and the compensation compared to a similar group of companies. HERC Holdings expects to use a similar process as used by Hertz Holdings for determining and setting salaries, including the use of a peer group in providing market data about salaries and other elements of executive compensation. For the 2015 salaries of our NEOs, see "Annual Cash Compensation - Salary."

Annual Bonus

As a result of the separation, HERC Holdings will inherit the Senior Executive Bonus Plan, the terms of which are described under "Annual Cash Compensation - Senior Executive Bonus Plan." HERC Holdings expects that its Compensation Committee will establish performance goals based on operational and financial performance measures with individual performance elements similar to those that were in place at Hertz Holdings before the separation. HERC Holdings expects that the annual performance targets for its NEOs will be appropriate for a company of HERC Holdings' size, industry and complexity, as well as for the responsibilities of each NEO. For the 2015 target bonuses for each NEO, see "Annual Cash Compensation - Annual Cash Incentive Program (EICP) - Target Awards for 2015." New Hertz intends to adopt an annual cash bonus plan with terms and operational and financial performance measures similar to the Senior Executive Bonus Plan it had in place before the separation. New Hertz expects to submit any such cash bonus plan for stockholder approval at its first

annual meeting of stockholders after the separation.

Long-Term Equity Incentives

As a result of the separation, HERC Holdings will inherit the 2008 Omnibus Plan. HERC Holdings expects that its Compensation Committee will establish performance goals for new awards and, if deemed appropriate, for replacement awards based on operational and financial performance measures. HERC Holdings expects that the annual performance targets for its NEOs will be appropriate for a company of HERC Holdings' size, industry and complexity, as well as for the responsibilities of each named executive officer. New Hertz intends to adopt the New Hertz Omnibus Plan before the separation.

Retirement Programs

Defined Benefit Pension Plan

New Hertz will maintain The Hertz Corporation Account Balance Defined Benefit Pension Plan (the "Hertz Retirement Plan"), the tax-qualified cash balance pension plan, following the Spin-Off. At or prior to the Spin-Off, HERC Holdings will establish a new tax-qualified defined benefit pension plan (the "HERC Holdings Retirement Plan"), and the assets and liabilities attributable to HERC Holdings employees and former employees whose last place of employment was with the equipment rental business will be transferred from the Hertz Retirement Plan to the HERC Holdings Retirement Plan.

Defined Contribution Savings Plan

At or prior to the Spin-Off, HERC Holdings will establish a new defined contribution plan (the "HERC Holdings Savings Plan") which will offer similar tax-qualified benefits to those currently offered under The Hertz Corporation Income Savings Plan (the "Hertz Savings Plan"). The HERC Holdings Savings Plan is expected to initially provide similar employer contributions as provided under the Hertz Savings Plan (including a company matching contribution to contributing employees as well as an annual employer contribution for employees continuing service with HERC Holdings who were previously eligible for the Hertz Retirement Plan). The Hertz Savings Plan accounts (including loans) of HERC Holdings' employees and former employees whose last place of employment was with the equipment rental business will be transferred from the Hertz Savings Plan to the HERC Holdings Savings Plan.

Non-Qualified Plans

New Hertz will maintain the SERP, BEP, SERP II and The Hertz Corporation Supplemental Income Savings Plan (collectively, the "Hertz Non-Qualified Plans") following the Spin-Off. To the extent that HERC Holdings' employees and former employees whose last place of employment was with the equipment rental business participate in the Hertz Non-Qualified Plans, HERC Holdings will establish and maintain similar non-qualified retirement plans at or prior to the Spin-Off (the "HERC Holdings Non-Qualified Plans"). The liabilities (and where applicable, the related assets) of the Hertz Non-Qualified Plans attributable to such persons will be transferred to the HERC Holdings Non-Qualified Plans.

Other Expected Compensation and Governance Matters

Stock Ownership Guidelines

As a result of the Spin-Off, HERC Holdings will inherit the Stock Ownership Guidelines of Hertz Holdings.

Hedging Policy

As a result of the Spin-Off, HERC Holdings will inherit the anti-hedging and pledging policy of Hertz Holdings. Although HERC Holdings' board is expected to review the appropriateness of the Hedging Policy, the board is expected to keep the policy, or adopt a modified policy with similar terms because it promotes good corporate governance.

Perquisite Policy

After the Spin-Off, HERC Holdings' Compensation Committee is expected to review the perquisites offered to its senior executives and determine an appropriate level of perquisites given HERC Holdings' business needs and the needs of its senior executives. HERC Holdings' Compensation Committee will be committed to responsible use of perquisites.

Policy on Recovering Bonuses in the Event of a Restatement

HERC Holdings expects to retain the terms and conditions of the "claw-back" policy as adopted by Hertz Holdings. HERC Holdings expects to revise its "claw-back" policy, to the extent necessary, to comply with any rules promulgated by the SEC pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Tax and Accounting Considerations

HERC Holdings expects to continue Hertz Holdings' policies regarding compliance with Section 162(m) of the Code and various accounting matters with respect to its executive compensation program.

EXECUTIVE COMPENSATION

Historical Compensation of HERC Holdings' Executive Officers

The following tables provide information concerning compensation paid by Hertz Holdings and/or its subsidiaries for fiscal year 2015 and 2014 to each of the NEOs based on 2015 and 2014 compensation by Hertz Holdings, if any. Amounts presented herein do not reflect the compensation that these individuals will receive following the Spin-Off as employees of HERC Holdings.

2015 SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary (\$)	Bonus ⁽¹⁾ (\$)	Stock Awards ⁽²⁾ (\$)	Option Awards ⁽²⁾ (\$)	Non-Equity Incentive Plan Compensation ⁽²⁾ (\$)	All Other Compensation ⁽³⁾ (\$)	Total (\$)
Lawrence H. Silber <i>Chief Executive Officer</i>	2015	395,000	100,616	500,010	500,003	—	159,744	1,655,373
Barbara L. Brasier <i>Chief Financial Officer</i>	2015	65,288	418,000	500,004	—	—	—	983,292
James Bruce Dressel <i>Chief Operating Officer</i>	2015	259,616	75,000	250,005	250,000	—	47,617	882,238
Christian J. Cunningham <i>Chief Human Resources Officer</i>	2015	365,000	75,000	155,001	155,007	—	105,547	855,555
Richard F. Marani <i>Chief Information Officer</i>	2015	166,154	25,000	117,505	117,501	—	13,300	439,460
Brian P. MacDonald ⁽⁴⁾ <i>Former President and CEO of HERC</i>	2015	495,000	—	2,000,007	2,000,002	—	8,170,724	12,665,733
	2014	634,616	125,000	3,015,370	—	834,493	157,154	4,766,633

- (1) The 2015 amounts in this column reflect bonuses that were paid by the Compensation Committee for contributions to 2015 performance, and in the case of Ms. Brasier, also pursuant to her term sheet.
- (2) The value for each of the years in this Summary Compensation Table reflects the full grant date fair value. These amounts were computed pursuant to FASB ASC Topic 718. Assumptions used in the calculation of these amounts are included in the note entitled "Stock-Based Compensation" in Hertz Holdings' Annual Report. Vesting of the Adjusted Corporate EBITDA PSUs granted in 2015 was subject to our achievement of certain pre-determined financial performance goals during 2015. The "Stock Awards" column above reflects the grant date fair values of the target number of PSUs that were eligible to vest based on our financial performance goals for 2015-2017, which for accounting purposes is the probable outcome (determined as of the grant date) of the performance-based condition applicable to the grant. Each NEO (other than Ms. Brasier) was granted PSUs in 2015. Ms. Brasier's award under this column is the grant of RSUs she received on December 1, 2015. The actual performance in 2015 resulted in 1/3 of the total value of the PSUs granted to Messrs. Silber, Dressel, Cunningham and Marani not being earned in 2015.
- (3) Includes the following for 2015:

Name	Personal Use of Car and Driver (a)	Life Insurance Premiums	Company Match on 401(k) Plan	Relocation (b)	Tax Assistance (c)	Severance and Other (d)	Total Perquisites and Other Compensation
Mr. Silber	9,491	253	—	150,000	—	—	159,744
Ms. Brasier	—	—	—	—	—	—	—
Mr. Dressel	—	117	—	47,500	—	—	47,617
Mr. Cunningham	12,292	350	—	70,711	22,194	—	105,547
Mr. Marani	3,704	202	—	8,836	558	—	13,300
Mr. MacDonald	9,122	541	1,185	30,299	21,896	8,107,681	8,170,724

- (a) This amount reflects the cost of depreciation and interest, if applicable for company-provided cars. No NEO has a driver.
- (b) Amount represents the incremental costs to Hertz Holdings for relocation assistance. In the case of Messrs. Silber and Dressel, represents the award amount in lieu of relocation.

- (c) Amount represents tax assistance for relocation assistance.
- (d) For Mr. MacDonald, this amount is the amount accrued or paid for severance arrangements pursuant to his Separation Agreement.
- (4) The amounts shown for Mr. MacDonald include for 2014, the grant date fair value of awarded PSUs and for 2015, the grant date fair value of awarded PSUs and stock options, all calculated under FASB ASC Topic 718. The PSUs were not issued to Mr. MacDonald because Hertz Holdings did not have an effective Form S-8 registration statement on file either on the date of grant or on Mr. MacDonald's last day employed at Hertz Holdings. Although Mr. MacDonald forfeited the PSUs granted in 2014 and PSUs and stock options granted in 2015 when he separated from Hertz Holdings in 2015, for compensation disclosure and accounting purposes they were considered granted and reported in this Summary Compensation Table in their respective year of grant.

2015 Grants of Plan-Based Awards

The following table sets forth, for each NEO, possible payouts under all non-equity incentive plan awards granted in 2015, all grants of PSUs, stock options and RSUs in 2015 and the grant date fair value of all such awards.

Name	Estimated future payouts under non-equity incentive plan awards ⁽¹⁾			Estimated future payouts under equity incentive plan awards			All Other Stock Awards (#)	All Other Option Awards (#)	Exercise Price of Option Awards (\$/Sh.)	Grant Date Fair Value of Stock Awards ⁽²⁾ (\$)
	Grant Date	Threshold (\$)	Target (\$)	Max (\$)	Threshold (#)	Target (#)				
Lawrence H. Silber	5/20/2015	—	402,466	643,945						
Stock Options ⁽³⁾	6/1/2015							79,758	19.68	500,003
PSUs ⁽⁴⁾	12/1/2015				8,469	25,407	25,407			500,010
Barbara L. Brasier	12/1/2015	12,324	49,297	643,945						
RSUs ⁽⁵⁾	12/1/2015							32,300		500,004
James Bruce Dressel	6/22/2015	49,572	198,288	317,260						
Stock Options ⁽³⁾	7/1/2015							45,838	17.58	250,000
PSUs ⁽⁴⁾	7/1/2015				4,740	14,221	14,221			250,005
Christian J. Cunningham	2/17/2015	45,625	182,500	292,000						
Stock Options ⁽³⁾	2/17/2015							19,726	23.49	155,007
PSUs ⁽⁴⁾	4/29/2015				2,451	7,353	7,353			155,001
Richard F. Marani	6/22/2015	21,151	198,288	317,260						
Stock Options ⁽³⁾	7/1/2015							21,544	17.58	117,501
PSUs ⁽⁴⁾	7/1/2015				2,228	6,684	6,684			117,505
Brian P. MacDonald ⁽³⁾	2/17/2015	—	1,430,000	2,288,000						
Stock Options ⁽⁶⁾	2/17/2015							254,518	23.49	2,000,002
PSUs ⁽⁶⁾	4/29/2015				31,625	94,877	94,877			2,000,007

- (1) The amounts in these columns include the "Target" amount for each NEO eligible to receive an award under the EICP at 100% of the target award and the "Maximum" amount for the maximum amount payable to each NEO. The "Threshold" amount is for the participants in the EICP who are not participants in the Senior Executive Bonus Plan and the Threshold amount represents 25% of the target award. For Messrs. Silber, Dressel and Marani and Ms. Brasier, the amounts shown are pro-rated to their date of service with Hertz Holdings, per each executive's applicable offer letter. Because the awards made to Mr. Cunningham under the EICP and Mr. MacDonald under the Senior Executive Bonus Plan were not pro-rated when we made such award, each executive's award is not pro-rated in this table. The EICP payments are based on adjusted pre-tax income goals. The Senior Executive Bonus Plan, under which EICP payments are made for Mr. Silber and Mr. MacDonald, limits the maximum cash incentive bonus payout for Hertz Holdings' CEO and other participants. The limit is 1% of Hertz Holdings' Gross EBITDA for a performance period for Hertz Holdings' CEO and 0.5% of Hertz Holdings' Gross EBITDA for a performance period for other participants. For 2015, 1% of Hertz Holdings' Gross EBITDA was \$40.8 million and 0.5% of Hertz Holdings' Gross EBITDA was \$20.4 million. For participants in the Senior Executive Bonus Plan, the Compensation Committee uses its negative discretion to make actual EICP awards using the performance metrics more specifically described in our Compensation Discussion and Analysis as a guide. We discuss these awards under the heading "Compensation Discussion and Analysis-Annual Cash Compensation-Annual Cash Incentive Program (EICP)."
- (2) Represents the aggregate grant date fair value, computed pursuant to FASB ASC Topic 718. Please see the note entitled "Stock-Based Compensation" in the notes to Hertz Holdings' consolidated financial statements in our 2015 Annual Report for a discussion of the assumptions underlying these calculations.
- (3) Time-vested stock options were granted to each NEO (other than Ms. Brasier) under Hertz Holdings' 2008 Omnibus Plan. As described in the "Compensation Discussion and Analysis" above, 25% of the total award will vest on each anniversary of the date of grant, subject to continued employment.
- (4) Adjusted Corporate EBITDA PSUs were granted to each NEO (other than Ms. Brasier) under Hertz Holdings' 2008 Omnibus Plan. As described in the "Compensation Discussion and Analysis" above, the amount of PSUs eligible for vesting is subject in part to our achievement of financial performance goals during 2015. The "Threshold" amount indicates the minimum number of PSUs which would be eligible to vest if the NEOs met the performance target for one of 2015, 2016 or 2017 and represents 1/3 of the overall award. Based on 2015 Adjusted Corporate EBITDA performance, none of the PSUs eligible to be earned based on 2015 performance were earned, but PSUs may be earned in 2016 for 2016 Adjusted

Corporate EBITDA performance and in 2017 for 2017 Adjusted Corporate EBITDA performance. The number of PSUs earned and payable may be zero if performance targets are not met in 2016 and 2017.

- (5) As described in the "Compensation Discussion and Analysis" above, RSUs were granted to Ms. Brasier in order to compensate her for forfeited awards at her former employer.
- (6) Mr. MacDonald forfeited the options and PSUs granted in 2015 when he separated from service in May 2015.

2015 Outstanding Equity Awards at Year-End

Name	Option Awards				Stock Awards			
	Number of securities underlying unexercised options Exercisable (#)	Number of securities underlying unexercised options Unexercisable (#)	Option exercise price (\$)	Option expiration date	Number of shares or units of stock that have not vested (#)	Market value of shares or units of stock that have not vested ⁽¹⁾ (\$)	Equity incentive plan awards: number of unearned shares, units or other rights that have not vested (#)	Equity incentive plan awards: market or payout value of unearned shares, units or other rights that have not vested ⁽¹⁾ (\$)
Lawrence H. Silber		79,758 ⁽²⁾	19.68	6/1/2020	—	—	25,407 ⁽³⁾	361,542
Barbara L. Brasier					32,300 ⁽⁴⁾	459,629		
James Bruce Dressel		45,838 ⁽²⁾	17.58	7/1/2020			14,221 ⁽³⁾	202,364
Christian J. Cunningham		19,726 ⁽²⁾	23.49	2/17/2020	6,102 ⁽⁵⁾	86,831	7,353 ⁽³⁾	104,633
Richard F. Marani		21,544 ⁽²⁾	17.58	7/1/2020			6,684 ⁽³⁾	95,113
Brian P. MacDonald	—	—	—	—	—	—	—	—

(1) Based on the closing market price of Hertz Holdings' common stock on December 31, 2015 of \$14.23.

(2) These options were awarded in 2015 and will vest 25% on each anniversary of the date of grant, subject to continued employment.

(3) The awards reported include the grants of PSUs based on Adjusted Corporate EBITDA made in 2015. The grants are reported at target.

(4) In connection with the hiring of Ms. Brasier, Ms. Brasier was provided with a one-time grant of 32,300 RSUs, valued at \$500,004 on the date of grant. The RSUs will vest on 1/3 on each anniversary of grant if Ms. Brasier remains an employee on each respective vesting date.

(5) These RSUs were awarded on September 8, 2014 and granted on April 29, 2015. Half of the award (3,051 RSUs) will vest on September 8, 2016 and the remaining half (3,051 RSUs) will vest on September 8, 2017 if Mr. Cunningham remains an employee.

(6) Mr. MacDonald had no outstanding awards as of December 31, 2015.

2015 Option Exercises and Stock Vested

The following table sets forth the details of any awarded stock options that were exercised and any stock awards that vested in 2015.

Name	Option Awards		Stock Awards	
	Number of shares acquired on exercise (#)	Value realized on exercise (\$)	Number of shares acquired on vesting (#)	Value realized on vesting (\$)
Christian J. Cunningham	—	—	3,050	55,053

Pension Benefits

In 2014, Hertz Holdings modified the overall structure of, and participation in, its various retirement plans. As previously announced on October 22, 2014, effective as of December 31, 2014, Hertz Holdings is no longer providing future benefit accruals under the following plans (the "Previous Plans"):

- The Hertz Corporation Account Balance Defined Benefit Pension Plan;
- The Hertz Corporation Benefit Equalization Plan ("BEP"); and
- The The Hertz Corporation Supplemental Executive Retirement Plan ("SERP II").

To replace the Previous Plans, Hertz Holdings offered to its employees, including the NEOs, participation in a revised defined contribution plan. Beginning January 1, 2015 Hertz Holdings increased employer contributions under Hertz Holdings' qualified 401(k) savings plan (the "401(k) Plan"), to provide that eligible participants under the 401(k) Plan are eligible to receive a matching employer contribution to their 401(k) Plan account equal to (i) 100% of employee contributions (up to 3% of compensation) made by such participant and (ii) 50% of employee contributions (up to the next 2% of compensation), with the total amount of such matching employer contribution to be completely vested, subject to applicable limits under the Code on compensation that may be taken into account. For a transition period, certain eligible participants under the 401(k) Plan received additional employer contribution amounts to their 401(k) Plan account depending on their years of service and age.

In connection with the replacement of the Previous Plans and the adoption of the 401(k) Plan, Hertz Holdings adopted a deferred compensation plan, The Hertz Corporation Supplemental Income Savings Plan (the "Savings Plan") to provide for eligible employees, including the NEOs, to defer part of their compensation, effective for 2015. The Savings Plan is a deferred compensation plan that provides benefits that cannot be provided in The Hertz Corporation Income Savings Plan due to Code limitations on compensation. For any deferral elections, the Company will match an amount generally equal to (i) 100% of employee contributions (up to 3% of the compensation that cannot be taken into account under the 401(k) Plan) made by such participant and (ii) 50% of employee contributions (up to the next 2% of compensation that cannot be taken into account under the 401(k) Plan). For a transition period, certain eligible participants under the Savings Plan received additional employer contribution amounts to their Savings Plan account depending on their years of service and age. The match under the Savings Plan is in addition to the match under the 401(k) Plan. The total match that any participant may receive under the 401(k) Plan and the Savings Plan (other than with respect to transition credits) may not exceed the maximum 4% match.

Employment Agreements, Change in Control Agreements and Separation Agreements

Hertz Holdings and its subsidiaries have entered into employment agreements and Change in Control Agreements with certain key employees, including certain of the NEOs, to promote stability and continuity of senior management.

Employment Arrangements with Lawrence H. Silber

On May 18, 2015, Hertz entered into an offer letter with Mr. Silber to serve as CEO of HERC. Mr. Silber's employment arrangement provides that he will receive an annual salary of \$650,000 and a target annual bonus of 100% of his eligible earnings.

Pursuant to his offer letter, Mr. Silber was awarded an annual equity grant for 2015 in the amount of \$1,000,000 that was granted in the form of options to purchase 79,758 shares of Hertz Holdings common stock and PSUs for 25,407 shares of Hertz Holdings common stock. The PSUs will be earned based on the achievement of Hertz Holdings' Adjusted Corporate EBITDA performance goals for 2015, 2016 and 2017. Mr. Silber's target equity grant for 2016 and beyond is \$1,000,000 per year. However, in 2016, Mr. Silber will be eligible to receive a special equity grant of \$2,000,000 in lieu of the annual equity grant. This \$2,000,000 equity grant will be eligible to vest at 25% per year based on performance criteria set by the Hertz Holdings Compensation Committee. In the event that HERC is sold rather than spun off within two years of Mr. Silber's start date, Mr. Silber will be eligible for a \$2,000,000 cash payment in lieu of such equity grant. If HERC is sold rather than spun off after two years of Mr. Silber's start date, Mr. Silber will be eligible for a \$1,000,000 cash payment in lieu of such equity grant. Instead of receiving relocation benefits for his move to Naples, Florida, Mr. Silber received a \$150,000 cash payment to defray the moving costs. Mr. Silber is eligible to participate in Hertz's welfare and benefit plans generally.

Mr. Silber's offer letter provides that he will be eligible for severance benefits in the event that his position with Hertz is eliminated or his employment is terminated for any reason other than for "cause" (as defined under the offer letter) or his voluntary termination. Mr. Silber would be eligible for a severance benefit of one times the sum of his annual salary plus target bonus amount. In addition, if Mr. Silber's employment is involuntarily terminated for any reason other than cause, a portion of his outstanding equity awards will vest proportional to the number of completed months of service since the grant was made divided by the total number of months in the vesting period. If HERC is sold before it is spun off and Mr. Silber's employment is terminated for any reason other than for cause within 24 months after the sale, then all outstanding equity awards will vest. In the event that there is neither a spin-off nor a sale of HERC by the third anniversary of Mr. Silber's start date, or at any time during the 60 day period following such third anniversary, Mr. Silber may voluntarily resign his employment and such resignation will be treated as a termination without cause.

Employment Arrangements with Barbara L. Brasier

On October 23, 2015, Hertz entered into an offer letter with Ms. Brasier to serve as CFO of HERC. Ms. Brasier's employment arrangement provides that she will receive an annual salary of \$485,000 and a target annual bonus of 70% of her eligible earnings. Ms. Brasier's offer letter also entitles her to receive a one-time sign-on bonus of \$400,000 and a RSU grant of \$500,000, with the RSU grant designed to reimburse Ms. Brasier with respect to awards forfeited with her previous employer. This award will vest equally over a three year period assuming continued employment. Ms. Brasier will be eligible for annual equity grants with a target of \$700,000 in 2016 and beyond. Ms. Brasier also received relocation benefits for her move to Naples, Florida and is eligible to participate in Hertz's welfare and benefit plans generally.

Ms. Brasier's offer letter provides that she will be eligible for severance benefits in the event that her position with Hertz is eliminated, her employment is terminated for any reason other than for "cause" (as defined under the offer letter) or Ms. Brasier terminates her employment for "good reason" (as defined in the offer letter). If her employment is terminated in such a manner, Ms. Brasier would be eligible for a severance benefit of one times the sum of her annual salary plus target bonus amount. In addition, if Ms. Brasier's employment is involuntarily terminated for any reason other than cause or by Ms. Brasier for good reason, a portion of her outstanding equity awards will vest proportional to the number of completed months of service since the grant was made divided by the total number of months in the vesting period. If HERC is sold before it is spun off and Ms. Brasier's employment is involuntarily terminated for any reason other than for cause or by Ms. Brasier for good reason within 24 months after the sale, then all outstanding equity awards will vest.

Employment Arrangements with James Bruce Dressel

On June 15, 2015, Hertz entered into an offer letter with Mr. Dressel to serve as Chief Operating Officer of HERC. Mr. Dressel's employment arrangement provides that he will receive an annual salary of \$500,000 and a target annual bonus of 75% of his eligible earnings. Mr. Dressel's offer letter also entitles him to an annual equity grant in 2015 in the amount of \$500,000 and annual equity grants with a target of \$500,000 in 2016 and beyond. Instead of receiving relocation benefits for his move to Naples, Florida, Mr. Dressel received a \$47,500 cash payment to defray the moving costs. Mr. Dressel is eligible to participate in Hertz's welfare and benefit plans generally.

Mr. Dressel's offer letter provides that he will be eligible for severance benefits in the event that his position with Hertz is eliminated or his employment is terminated for any reason other than for "cause" (as defined under the offer letter) or due to Mr. Dressel's voluntary resignation. If his employment is terminated in such a manner, Mr. Dressel would be eligible for a severance benefit of one times the sum of his annual salary plus target bonus amount. In addition, if Mr. Dressel's employment is involuntarily terminated for any reason other than cause a portion of his outstanding equity awards will vest proportional to the number of completed months of service since the grant was made divided by the total number of months in the vesting period. If HERC is sold before it is spun off and Mr. Dressel's employment is involuntarily terminated for any reason other than for cause within 24 months after the sale, then all outstanding equity awards will vest.

Employment Arrangements with Christian J. Cunningham

On August 18, 2014, Hertz entered into an offer letter with Mr. Cunningham to serve as Chief Human Resources Officer of HERC. Mr. Cunningham's employment arrangement provides that he will receive an annual salary of \$365,000 and a target annual bonus of 50% of base salary. Pursuant to Mr. Cunningham's offer letter, he was eligible for, and was paid a guaranteed bonus of \$182,500 for 2014, which was paid in March 2015. Mr. Cunningham also received relocation benefits for his move to Naples, Florida, and is eligible to participate in Hertz's welfare and benefit plans generally. Mr. Cunningham's offer letter also entitles him to an initial equity grant of \$205,000 for 2014 and, in addition to the initial equity grant, annual equity grants with a target of \$310,000 commencing in March 2015.

Mr. Cunningham's offer letter provides that he will be eligible for severance benefits in the event that his position with Hertz is eliminated or his employment is terminated for any reason other than for "cause" (as defined under the offer letter) or due to Mr. Cunningham's voluntary resignation. If his employment is terminated in such a manner, Mr. Cunningham would be eligible for a severance benefit of eighteen months of base pay and average bonus. If HERC is not spun off or HERC publicly announces its intention not to consummate the spin-off by October 1, 2016, Mr. Cunningham may terminate his employment and receive eighteen months of his base pay and his averaged annualized bonus as severance.

Employment Arrangements with Richard F. Marani

On June 17, 2015, Hertz entered into an offer letter with Mr. Marani to serve as Chief Information Officer of HERC. Mr. Marani's employment arrangement provides that he will receive an annual salary of \$320,000 and a target annual bonus of 50% of his eligible earnings. Mr. Marani's offer letter also entitles him to an annual equity grant in 2015 in the amount of \$235,000 and annual equity grants with a target of \$235,000 in 2016 and beyond. Mr. Marani also received relocation benefits for his move to Naples, Florida, temporary housing and is eligible to participate in Hertz's welfare and benefit plans generally.

Mr. Marani's offer letter provides that he will be eligible for severance benefits in the event that his position with Hertz is eliminated or his employment is terminated for any reason other than for "cause" (as defined under the offer letter) or due to Mr. Marani's voluntary resignation. If his employment is terminated in such a manner, Mr. Marani would be eligible for a severance benefit of one times the sum of his annual salary plus target bonus amount. In addition, if Mr. Marani's employment is involuntarily terminated for any reason other than cause a portion of his outstanding equity awards will vest proportional to the number of completed months of service since the grant was made divided by the total number of months in the vesting period. If HERC is sold before it is spun off and Mr. Marani's employment is involuntarily terminated for any reason other than for cause within 24 months after the sale, then all outstanding equity awards will vest.

Employment Arrangements with Brian P. MacDonald

Mr. MacDonald resigned as CEO of HERC effective May 20, 2015 under circumstances that entitled him to the severance benefits provided under the employment agreement and the letter agreement in the case of a termination without cause. In connection with his separation, he entered into a Separation Agreement and General Release dated May 26, 2015. As required by the employment and letter agreements, Mr. MacDonald (1) was paid the product of (a) 2 times (b) the sum of his base salary and his target 2014 bonus, for a total of \$5,060,000, on the 30th day following his date of termination; (2) was paid \$3,000,000 on the 30th day following his date of termination (this separation payment represented compensation for the lost opportunity to earn the equity awards provided for by his employment agreement and the letter agreement); (3) is eligible to be paid a pro rata portion of his 2015 bonus, based on actual performance and with the individual modifier treated as satisfied at target; and (4) he will be provided continued health and other certain benefits under Hertz's benefits plans for the same cost 24 months after his separation, unless he receives health benefits from another employer. In exchange, Mr. MacDonald agreed to a waiver and release of claims against Hertz Holdings, to cooperate with Hertz Holdings for a period of three years with respect to activities that occurred during his tenure at Hertz Holdings and not to disparage Hertz Holdings. In addition, Mr. MacDonald reaffirmed his commitment to be bound by the restrictive covenants concerning noncompetition and nonsolicitation of employees and clients contained in his employment agreement. Mr. MacDonald also made certain representations within his Separation Agreement and General Release stating that he did not: (i) engage in any conduct that constituted willful gross neglect or willful gross misconduct with respect to his employment duties which resulted or will result in material economic harm to Hertz Holdings; (ii) knowingly violate Hertz Holdings' Standards of Business Conduct or similar policy; (iii) facilitate or engage in, and has no knowledge of, any financial or accounting improprieties or irregularities; and (iv) knowingly make any incorrect or false statements in any of his certifications relating to filings required under applicable securities laws or management representation letters, and has no knowledge of any incorrect or false statements in any filings required under applicable securities laws.

Change in Control Agreements

Certain of the NEOs have entered into Change in Control Agreements. The Change in Control Agreements will continue to automatically renew for one-year extensions unless Hertz Holdings gives 15-months' notice. In the event of a change in control during the term of the Change in Control Agreements, the agreement will remain in effect for two years following the change in control.

The Change in Control Agreements are "double trigger" agreements, meaning that any payments and benefits are paid only if (i) there is a change in control of Hertz Holdings and (ii) the covered executive is terminated by Hertz Holdings without "cause" or by the covered executive with "good reason", in either case within two years following the change in control. If this occurs the covered executive will be entitled to the following payments and benefits:

- a lump sum cash payment reflecting accrued but unpaid compensation equal to the sum of (i) the executive's annual base salary earned but not paid through the date of termination, (ii) one-twelfth of the target annual bonus payable to the executive, multiplied by the number of full and partial months from the beginning of the calendar year during

which the termination occurs and (iii) all other amounts to which the executive is entitled under any compensation plan applicable to the executive, payable within 30 days of the executive's termination;

- a lump sum cash payment equal to a multiple (the "severance multiple") of the sum of the executive's annual base salary in effect immediately prior to the termination and the average actual bonuses paid to the covered executive for the three years prior to the year in which the termination occurs, or, for executives without a three-year bonus history, by reference to target levels. The severance multiple for Mr. MacDonald is 2.5 and Mr. Silber is 1.0;
- continuation of all life, medical, dental and other welfare benefit plans (other than disability plans) until the earlier of the end of a number of years following the executive's termination of employment equal to the severance multiple and the date on which the executive becomes eligible to participate in welfare plans of another employer; and
- within the period of time from the date of the executive's termination through the end of the year following the date of termination, outplacement assistance up to a maximum of \$25,000.

The foregoing are intended to be in lieu of any other payments and benefits to be made in connection with a covered executive's termination of employment while the agreements are in effect. Covered executives must execute a general release of claims to receive the foregoing severance payments and benefits. After a change in control, in the event the covered executive's employment is terminated by reason of death or "Disability," or the covered executive satisfies the conditions for "Retirement" (as those terms are defined in the Change in Control Agreement) then the executive will be entitled to his or her benefits in accordance with the retirement or benefit plans of Hertz Holdings in effect. After a change in control, in the event the covered executive's employment is terminated by reason of "Cause" or by the executive without "Good Reason" (as those terms are defined in the Change in Control Agreement) then Hertz Holdings shall pay the executive his or her full base salary at the rate in effect at the time notice of termination was given and shall pay any other amounts according to any other compensation plans or programs in effect

The Change in Control Agreements that have been entered into with the NEOs do not contain tax gross-up provisions on any golden parachute excise tax.

The agreement also contains a confidentiality covenant that extends indefinitely following the executive's termination of employment and non-competition and non-solicitation covenants that extend for 12 months following the executive's termination of employment. In the event that the executive breaches these covenants, Hertz Holdings is entitled to stop making payments to the executive and seek injunctive relief in certain circumstances.

None of the NEOs other than Mr. Silber and Mr. MacDonald have a change in control agreement. Any payments or benefits provided to an NEO in the event of a change in control are described above under each NEO's respective employment arrangement description under "Employment Agreements, Change in Control Agreements and Separation Agreements."

Severance Plan for Senior Executives

The Severance Plan for Senior Executives provides benefits to senior executives whose employment is terminated other than terminations of employment that qualify for benefits under the Change in Control Agreements. While certain senior executives of Hertz Holdings were designated as participants in the Severance Plan for Senior Executives, none of the NEOs were participants. If any covered executive is terminated for death, "Cause" or "Permanent Disability" or the covered executive satisfies the conditions for "Retirement" (as those terms are defined in the Severance Plan for Senior Executives) the executive will not be entitled to any benefits under the Severance Plan for Senior Executives. However, if the covered executive is terminated for any other reason, the executive will be or was entitled to the following payments and benefits:

- a pro rata portion of the annual bonus that would have been payable to the participant, payable at the same time bonuses are paid to other executives;
- cash payments in the aggregate equal to a multiple (the "severance multiple"), based on the executive's position, of the executive's annual base salary in effect immediately prior to the date of termination and the average of the annual bonuses payable to the executive, with respect to the three calendar years preceding the year in which the termination occurs; or, for executives without a three-year bonus history, by reference to target levels; or, if an executive has not had an opportunity to earn or be awarded one full year's bonus as of his or her termination of

employment, the executive's target bonus for the year of termination, payable in equal installments over a period of whole and/or partial years equal to the severance multiple;

- continuation of all medical, dental and other welfare benefit plans (other than disability plans) until the earlier of the end of a number of years following the executive's termination of employment equal to the severance multiple and the date on which the executive becomes eligible to participate in welfare plans of another employer; and
- within the period of time from the date of executive's termination through the end of the year following the date of termination, outplacement assistance up to a maximum of \$25,000.

Executives must execute a general release of claims to receive the foregoing severance payments and benefits. The Severance Plan for Senior Executives also contains a confidentiality covenant that extends for 24 months following the executive's termination of employment and non-competition and non-solicitation covenants that extend for a period of years following the executive's termination of employment equal to the severance multiple.

If an executive is entitled to severance payments and benefits under the Severance Plan for Senior Executives and a Change in Control Agreement, payments and benefits will be made under the Change in Control Agreement rather than the Severance Plan for Senior Executives.

Payments upon Termination or Change in Control

The following tables outline the value of payments and benefits that each NEO, other than Mr. MacDonald, who was awarded severance payments as set forth under "Employment Agreements, Change in Control Agreements and Separation Agreements-Other Named Executive Officers" above, would receive under the various termination scenarios described above based on if (i) the termination occurred on December 31, 2015, (ii) all stock awards were paid out at \$14.23, the closing price of Hertz Holdings' common stock on December 31, 2015, (iii) for the applicable change in control, the termination occurred following the change in control ("double trigger"), (iv) no replacement awards were granted by our Compensation Committee and (v) the Compensation Committee took no further actions for any given award except as set forth under the applicable plan. In addition, the participant's 401(k) Plan amounts are excluded from the below tables, except to the extent that there are any enhancements as a result of the applicable termination event.

Lawrence H. Silber

Benefit	Termination for Cause (\$)	Termination Without Cause/with Good Reason (\$)	Termination by reason of Retirement (\$)	Termination by reason of Death, Disability (\$)	Termination following a Change in Control (\$)
Severance payment	—	1,300,000	—	—	1,300,000
Bonus	—	100,616 ⁽¹⁾	—	—	402,466
Continued benefits	—	7,720	—	—	9,693
Outplacement	—	25,000	—	—	25,000
Life Insurance Payment	—	—	—	200,000 ⁽²⁾	—
Payment for Outstanding PSUs	—	70,296 ⁽³⁾	—	74,622 ⁽³⁾	361,542
Total	—	1,503,632	—	274,622	2,098,701

(1) Reported as actual bonus paid for 2015.

(2) Life insurance payment only payable upon death.

(3) Represents the incremental vesting value of outstanding awards which vest in the event of the specified termination event.

Barbara L. Brasier

Benefit	Termination for Cause (\$)	Termination Without Cause/with Good Reason (\$)	Termination by reason of Retirement (\$)	Termination by reason of Death, Disability (\$)	Termination following a Change in Control (\$)
Severance payment	—	824,500	—	—	824,500
Bonus	—	18,000 ⁽¹⁾	—	—	49,297
Payment for Outstanding RSUs	—	12,764 ⁽²⁾	—	13,006 ⁽²⁾	459,629
Total	—	855,264	—	13,006	1,333,426

(1) Reported as actual bonus paid for 2015.

(2) Represents the incremental vesting value of outstanding awards which vest in the event of the specified termination event.

James Bruce Dressel

Benefit	Termination for Cause (\$)	Termination Without Cause/with Good Reason (\$)	Termination by reason of Retirement (\$)	Termination by reason of Death, Disability (\$)	Termination following a Change in Control (\$)
Severance payment	—	875,000	—	—	875,000
Bonus	—	75,000 ⁽¹⁾	—	—	198,288
Continued benefits	—	656	—	—	656 ⁽²⁾
Life Insurance Payment	—	—	—	200,000 ⁽³⁾	—
Payment for Outstanding PSUs	—	33,725 ⁽⁴⁾	—	34,010 ⁽⁴⁾	202,365
Total	—	984,381	—	234,010	1,276,309

(1) Reported as actual bonus paid for 2015.

(2) Includes life insurance benefits in addition to healthcare benefits for covered period.

(3) Life insurance payment only payable upon death.

(4) Represents the incremental vesting value of outstanding awards which vest in the event of the specified termination event.

Christian J. Cunningham

Benefit	Termination for Cause (\$)	Termination Without Cause/with Good Reason (\$)	Termination by reason of Retirement (\$)	Termination by reason of Death, Disability (\$)	Termination following a Change in Control (\$)
Severance payment	—	821,250	—	—	821,250
Bonus	—	75,000 ⁽¹⁾	—	—	182,500
Continued benefits	—	729	—	—	729 ⁽²⁾
Life Insurance Payment	—	—	—	200,000 ⁽³⁾	—
Payment for Outstanding PSUs	—	—	—	23,608 ⁽⁴⁾	104,633
Payment for Outstanding RSUs	—	—	—	13,675 ⁽⁴⁾	86,831
Total	—	896,979	—	237,283	1,195,943

(1) Reported as actual bonus paid for 2015.

(2) Includes life insurance benefits in addition to healthcare benefits for covered period.

(3) Life insurance payment only payable upon death.

(4) Represents the incremental vesting value of outstanding awards which vest in the event of the specified termination event.

Richard F. Marani

Benefit	Termination for Cause (\$)	Termination Without Cause/with Good Reason (\$)	Termination by reason of Retirement (\$)	Termination by reason of Death, Disability (\$)	Termination following a Change in Control (\$)
Severance payment	—	480,000	—	—	480,000
Bonus	—	25,000 ⁽¹⁾	—	—	84,603
Continued benefits	—	714	—	—	714 ⁽²⁾
Life Insurance Payment	—	—	—	200,000 ⁽³⁾	—
Payment for Outstanding PSUs	—	15,852 ⁽⁴⁾	—	15,980 ⁽⁴⁾	95,113
Total	—	521,566	—	215,980	660,430

(1) Reported as actual bonus paid for 2015.

(2) Includes life insurance benefits in addition to healthcare benefits for covered period.

(3) Life insurance payment only payable upon death.

(4) Represents the incremental vesting value of outstanding awards which vest in the event of the specified termination event.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Procedures for Approval of Related Party Transactions

Following the Spin-Off, we plan to continue to take an approach to approval of related party transactions similar to that of Hertz Holdings, which is described below. As the legal successor to Hertz Holdings, we will inherit the policies and procedures in effect at Hertz Holdings as of the Spin-Off.

Hertz Holdings has not adopted formal policies and procedures specifically designed to address the review and approval of transactions with related parties. The Nominating and Governance Committee is charged with reviewing and approving each transaction that involves Hertz Holdings or any of its affiliates, on one hand, and (directly or indirectly) a director or a member of his or her family or any entity managed by any such person, on the other hand, unless the Nominating and Governance Committee determines that the approval or ratification of such transaction should be considered by all of the disinterested members of the board of directors. The board of directors also has adopted the written Directors' Code of Conduct applicable to the board of directors and Hertz Holdings has adopted the written Standards of Business Conduct, which require all employees, officers and directors to avoid conflicts of interests.

The Directors' Code of Conduct is applicable to all board members and provides guidance for handling unforeseen situations which may arise, including conflicts of interest. Pursuant to the Directors' Code of Conduct, a conflict of interest may arise when a board member's private interest interferes in any way—or even appears to interfere—with the interests of Hertz Holdings as a whole. The Directors' Code of Conduct specifies that a conflict of interest may include, among other things, the following:

- when a board member or a member of his or her family takes actions or has interests that may make it difficult for the board member to make decisions on behalf of our company objectively and effectively;
- where a board member or a member of his or her family has a financial interest in, or is engaged, directly or indirectly, in the management of an organization that deals with us as a supplier, contractor, purchaser or distributor of our products or services, or is a competitor; and
- where a board member renders services to another organization or individual as an employee, agent, consultant or director if the organization or individual is doing or seeking to do business with us or is a competitor.

Pursuant to the Directors' Code of Conduct, any member of our board of directors who believes he or she has an actual or potential conflict of interest with us is obligated to notify the Chair of the Nominating and Governance Committee as promptly as practicable. That member should not participate in any decision by our board of directors, or any committee of our board of directors, that in any way relates to the matter that gives rise to the conflict or potential conflict of interest until the issue has been resolved to the satisfaction of the Chair of the Nominating and Governance Committee or the board of directors.

The Standards of Business Conduct are applicable to all employees, officers and directors of Hertz Holdings and its subsidiaries. The Standards of Business Conduct generally prohibit employees from maintaining outside business or financial interests or engaging in outside business or financial activity that conflicts with the interests of Hertz Holdings.

The following is a description of certain relationships and transactions that Hertz Holdings has engaged in with those persons expected to be HERC Holdings' directors, officers, major stockholders and certain other related persons following the Spin-Off, in each case since the beginning of 2013.

Agreements with Carl C. Icahn

On September 15, 2014, Hertz Holdings entered into the Nomination and Standstill Agreement with the Icahn Group. HERC Holdings, as the legal successor to Hertz Holdings, will continue to be subject to the rights and obligations of Hertz Holdings under the Nomination and Standstill Agreement following the Spin-Off.

Pursuant to the Nomination and Standstill Agreement, the Icahn Designees were appointed to the board of directors of Hertz Holdings as Class II, Class I and Class I directors, respectively, effective as of September 15, 2014. Messrs. Intrieri, Merksamer and Ninivaggi were also appointed to the Board of Directors of Hertz. Pursuant to the Nomination and Standstill

Agreement, so long as an Icahn Designee is a member of the board of directors, the board of directors will not be expanded to greater than ten directors without the approval from the Icahn Designees then on the board of directors. Messrs. Mather, Mongillo and Pastor will become the Icahn Designees upon the effectiveness of their appointment to the board of directors. In addition, pursuant to the Nomination and Standstill Agreement, subject to certain restrictions and requirements, the Icahn Group will have certain replacement rights in the event an Icahn Designee resigns or is otherwise unable to serve as a director (other than as a result of not being nominated by Hertz Holdings for an annual meeting subsequent to the 2015 Annual Meeting).

In addition, until the date that no Icahn Designee is a member of the Board (or otherwise deemed to be on the Board pursuant to the terms of the Nomination and Standstill Agreement) (the "Board Representation Period"), the Icahn Group agrees to vote all of its shares of common stock of the Company in favor of the election of all of the Company's director nominees at each annual or special meeting of the Company. Also pursuant to the Nomination and Standstill Agreement, during the Board Representation Period, and subject to limited exceptions, the Icahn Group will adhere to certain standstill obligations, including the obligation to not solicit proxies or consents or influence others with respect to the same. The Icahn Group further agrees that during the Board Representation Period, subject to certain limited exceptions, the Icahn Group will not acquire or otherwise beneficially own more than 20% of the Company's outstanding voting securities.

In addition, pursuant to the Nomination and Standstill Agreement, the board of directors dissolved the previously existing Executive and Finance Committee of the board of directors of Hertz Holdings, and agreed not to create a separate executive committee of the board so long as an Icahn Designee is a member of the board of directors.

If at any time the Icahn Group ceases to hold a "net long" position, as defined in the Nomination and Standstill Agreement, in at least (A) 28,500,000 shares of Hertz Holdings' common stock, the Icahn Group will cause one Icahn Designee to promptly resign from the board of directors; (B) 22,800,000 shares of Hertz Holdings' common stock, the Icahn Group will cause two Icahn Designees to promptly resign from the board of directors; and (C) 19,000,000 shares of Hertz Holdings' common stock, the Icahn Group will cause all of the Icahn Designees to promptly resign from the board of directors and Hertz Holdings' obligations under the Nomination and Standstill Agreement will terminate. The foregoing share amounts are subject to adjustment for the contemplated reverse stock split.

In addition, pursuant to the Nomination and Standstill Agreement, Hertz Holdings and the Icahn Group agreed to enter into a customary registration rights agreement.

Indemnification Agreements

In connection with the Spin-Off, Hertz Holdings may enter into indemnification agreements with each of the anticipated directors of HERC Holdings. The indemnification agreements would provide the directors with contractual rights to the indemnification and expense advancement rights provided under our by-laws, as well as contractual rights to additional indemnification as provided in the indemnification agreements.

Other Relationships

In connection with Hertz Holdings' car and equipment rental businesses, it has entered into millions of rental transactions every year involving millions of customers. In order to conduct those businesses, Hertz Holdings also procures goods and services from thousands of vendors. Some of those customers and vendors may be affiliated with anticipated members of HERC Holdings' board of directors or management team. Hertz Holdings believes that all such rental and procurement transactions involve terms no less favorable to it than those that it believes it would have obtained in the absence of such affiliation. It is Hertz Holdings' management's policy to bring to the attention of its board of directors any transaction with a related party, even if the transaction arises in the ordinary course of business, if the terms of the transaction would be less favorable to it than those to which it would agree to in normal commercial circumstances.

Relationship with New Hertz

Following the Spin-Off, HERC Holdings will continue to have a relationship with New Hertz as described under "Relationship Between New Hertz and HERC Holdings."

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information with respect to the beneficial ownership of the common stock of Hertz Holdings as of [], 2016 by:

- each person known to own beneficially more than 5% of the common stock of Hertz Holdings;
- each of the expected directors of HERC Holdings;
- each of the HERC Holdings named executive officers; and
- all of HERC Holdings' expected executive officers and directors as a group.

The amounts and percentages of shares beneficially owned presented in the below table are reported on the basis of SEC regulations governing the determination of beneficial ownership of securities. Under SEC rules, a person is deemed to be a "beneficial owner" of a security if that person has or shares voting power or investment power, which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days. Securities that can be so acquired are deemed to be outstanding for purposes of computing such person's ownership percentage, but not for purposes of computing any other person's percentage. Under these rules, more than one person may be deemed to be a beneficial owner of the same securities and a person may be deemed to be a beneficial owner of securities as to which such person has no economic interest.

This table does not reflect (i) any additional shares of Hertz Holdings common stock that our directors and executive officers may be entitled to pursuant to their equity awards as a result of the equitable adjustment to such equity awards in connection with the Spin-Off, as described under "Relationship Between New Hertz and HERC Holdings—Agreements Between New Hertz and HERC Holdings—Employee Matters Agreement," and (ii) the effect of the proposed reverse stock split of HERC Holdings common stock, which would be effective immediately following the Spin-Off.

Except as otherwise indicated, each of the beneficial owners listed has, to our knowledge, sole voting and investment power with respect to the indicated shares of Hertz Holdings common stock. Unless otherwise indicated, the address for each beneficial owner listed below is c/o Hertz Equipment Rental Corporation, 27500 Riverview Center Blvd., Bonita Springs, Florida 34134.

Name of Beneficial Owner	Shares Beneficially Owned	
	Number	Percent*
Carl C. Icahn ⁽¹⁾	63,709,083	[]%
The Vanguard Group ⁽²⁾	25,849,904	[]%
Wellington Management Corp. LLP ⁽³⁾	23,812,630	[]%
Glenview Capital Management, LLC ⁽⁴⁾	23,203,449	[]%
Directors and Named Executive Officers		
Lawrence H. Silber	[]	[]%
Barbara L. Brasier	[]	[]%
James Bruce Dressel	[]	[]%
Christian J. Cunningham	[]	[]%
Richard F. Marani	[]	[]%
Herbert L. Henkel	[]	[]%
James H. Browning	[]	[]%
Patrick D. Campbell	[]	[]%
Courtney Mather	[]	[]%
Stephen A. Mongillo	[]	[]%
Louis J. Pastor	[]	[]%
Mary Pat Salomone	[]	[]%
Brian P. MacDonald	[]	[]%
All Directors and Executive Officers as a group ([] persons)	[]	[]%

*Based on [] shares of Hertz Holdings common stock outstanding on [], 2016.

**Less than 1%

- (1) Represents shares held by the following group of entities associated with Mr. Carl C. Icahn: High River Limited Partnership (“High River”), Hopper Investments LLC (“Hopper”), Barberry Corp. (“Barberry”), Icahn Partners Master Fund LP (“Icahn Master”), Icahn Offshore LP (“Icahn Offshore”), Icahn Partners LP (“Icahn Partners”), Icahn Onshore LP (“Icahn Onshore”), Icahn Capital LP (“Icahn Capital”), IPH GP LLC (“IPH”), Icahn Enterprises Holdings L.P. (“Icahn Enterprises Holdings”), Icahn Enterprises G.P. Inc. (“Icahn Enterprises GP”) and Beckton Corp. (“Beckton”). The principal business address of each of (i) High River, Hopper, Barberry, Icahn Offshore, Icahn Partners, Icahn Master, Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP and Beckton is White Plains Plaza, 445 Hamilton Avenue - Suite 1210, White Plains, NY 10601, and (ii) Mr. Icahn is c/o Icahn Associates Holding LLC, 767 Fifth Avenue, 47th Floor, New York, NY 10153.

Each of Hopper, Barberry and Mr. Icahn, by virtue of their relationships to High River, may be deemed to indirectly beneficially own the shares which High River directly beneficially owns. Each of Hopper, Barberry and Mr. Icahn disclaims beneficial ownership of such shares for all other purposes. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Master, may be deemed to indirectly beneficially own the shares which Icahn Master directly beneficially owns. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares for all other purposes. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Partners, may be deemed to indirectly beneficially own the Shares which Icahn Partners directly beneficially owns. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares for all other purposes.

The immediately preceding information in this footnote is based solely on the Schedule 13D/A filed with the SEC on December 8, 2015 by Mr. Icahn and entities associated with Mr. Icahn.

- (2) A report on Schedule 13G/A, filed February 11, 2016, disclosed that The Vanguard Group, an investment adviser, was the beneficial owner of 25,849,904 shares of common stock as of December 31, 2015. The Vanguard Group has reported that it has (i) sole power to vote or direct the vote of 392,580 shares of common stock, (ii) sole power to dispose of or direct the disposition of 25,415,948 shares of common stock, (iii) shared power to vote or direct the vote of 37,800 shares of common stock and (iv) shared power to dispose of or to direct the disposition of 433,956 shares of common stock. The address of The Vanguard Group is 100 Vanguard Boulevard, Malvern, Pennsylvania 19355. All information regarding The Vanguard Group is based on that entity's report on Schedule 13G/A, filed with the SEC on February 11, 2016.
- (3) A report on Schedule 13G, filed February 11, 2016, disclosed that Wellington Management Group LLP, an investment adviser, and its affiliates were the beneficial owner of 23,812,630 shares of common stock as of December 31, 2015. Wellington Management Group LLP has reported that it has (i) sole power to vote or direct the vote of 0 shares of common stock, (ii) sole power to dispose of or direct the disposition of 0 shares of common stock, (iii) shared power to vote or direct the vote of 12,023,254 shares of common stock and (iv) shared power to dispose of or to direct the disposition of 23,812,630 shares of common stock. The address of Wellington Management Group LLP is c/o Wellington Management Company LLP, 280 Congress Street, Boston, Massachusetts 02210. All information regarding Wellington Management Group LLP is based on that entity's report on Schedule 13G, filed with the SEC on February 11, 2016.
- (4) A report on Schedule 13G/A, filed February 16, 2016, disclosed that Glenview Capital Management, LLC and its affiliates were the beneficial owner of 23,203,449 shares of common stock as of December 31, 2015. Glenview Capital Management, LLC has reported that it has (i) sole power to vote or direct the vote of 0 shares of common stock, (ii) sole power to dispose of or direct the disposition of 0 shares of common stock, (iii) shared power to vote or direct the vote of 23,203,449 shares of common stock and (iv) shared power to dispose of or to direct the disposition of 23,203,449 shares of common stock. The address of Glenview Capital Management, LLC is 767 Fifth Avenue, 44th Floor, New York, New York 10153. All information regarding Glenview Capital Management, LLC is based on that entity's report on Schedule 13G/A, filed with the SEC on February 16, 2016.

DESCRIPTION OF CAPITAL STOCK

Overview

The certificate of incorporation and by-laws of HERC Holdings will be the same as the Amended and Restated Certificate of Incorporation (the “Certificate of Incorporation”) and the Amended and Restated By-Laws (the “By-Laws”) of Hertz Holdings, except that the Certificate of Incorporation and By-Laws will reflect the change of Hertz Holdings’ name to “Herc Holdings Inc.” in connection with the Spin-Off. The following descriptions of Hertz Holdings’ capital stock and provisions of the Certificate of Incorporation and By-Laws are summaries of their material terms and are qualified in their entirety by reference to such complete documents, copies of which are publicly available through the filings of Hertz Holdings with the SEC. See “Where You Can Find Additional Information.”

Common Stock

The Certificate of Incorporation authorizes 2,000,000,000 shares of common stock, par value \$0.01 per share. As of [], 2016, we had outstanding [] shares of common stock. Hertz Holdings has obtained stockholder approval of a reverse stock split at one of nine ratios, 1-for-2, 1-for-3, 1-for-4, 1-for-5, 1-for-6, 1-for-8, 1-for-10, 1-for-15 or 1-for-20, as determined by the board of directors. Based on discussions with our financial advisors, we believe the trading price of the common stock after the Spin-Off may be significantly lower than the current market price due to the fact that the rental car business will no longer be part of Hertz Holdings. We believe the reverse stock split may make our common stock a more attractive investment for many investors, particularly investors who have limitations on owning lower-priced stocks. The implementation of the reverse stock split would be effective immediately following the Spin-Off. If the reverse stock split is implemented, the number of authorized shares of common stock will be reduced in a proportional manner to the reverse stock split ratio.

Each holder of our common stock is entitled to one vote per share on all matters to be voted on by stockholders. Accordingly, holders of a majority of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election.

The holders of our common stock are entitled to receive any dividends and other distributions that may be declared by our board of directors, subject to any preferential dividend rights of outstanding preferred stock. In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to receive proportionately any of our assets remaining after the payment of liabilities and subject to the prior rights of any outstanding preferred stock. Our ability to pay dividends on our common stock is subject to our subsidiaries' ability to pay dividends to us, which may be subject to restrictions set forth in the instruments governing our indebtedness that we expect to enter into in connection with the Spin-Off.

Holders of our common stock have no preemptive, subscription, redemption or conversion rights. The outstanding shares of our common stock are fully paid and non-assessable. The rights and privileges of holders of our common stock are subject to any series of preferred stock that we may issue, as described below.

Computershare Investor Services LLC is currently the transfer agent and registrar for Hertz Holdings common stock, and following the Spin-Off will be the transfer agent and registrar for both New Hertz and HERC Holdings common stock.

Hertz Holdings common stock is listed on the NYSE under the symbol “HTZ.” However, we expect to list New Hertz common stock on the NYSE under the symbol “HTZ.” Following the Spin-Off, HERC Holdings will change the symbol for its common stock to “HRI.”

Preferred Stock

The Certificate of Incorporation authorizes 200,000,000 shares of preferred stock, par value \$0.01 per share, issuable in one or more series. If the reverse stock split is implemented, the number of authorized shares of preferred stock will be reduced in a proportional manner to the reverse stock split ratio. Our board of directors has the authority, without further vote or action by the stockholders, to issue such shares of preferred stock in one or more series and to fix the number of shares of any class or series of preferred stock and to determine its voting powers, designations, preferences or other rights and restrictions. The issuance of preferred stock could adversely affect the rights of holders of common stock or impede the

completion of a merger, tender offer or other takeover attempt. Currently, Hertz Holdings' board of directors has not authorized or issued any series of preferred stock. Our board of directors could authorize and issue series of preferred stock in the future.

Corporate Governance

HERC Holdings will continue to implement Hertz Holdings' stockholder-friendly corporate governance practices, as described below and elsewhere in this information statement.

Single Class Capital Structure. HERC Holdings will have a single class common equity capital structure with all stockholders entitled to vote for director nominees.

Annual Director Elections Following Completion of Board Declassification. In 2014, Hertz Holdings amended the Certificate of Incorporation to provide for declassification of its board of directors. Pursuant to this amendment, the classification of the Hertz Holdings' board of directors (and, after the completion of the Spin-Off, the HERC Holdings board of directors) would be phased out such that Class I directors elected at the 2016 annual meeting, Class II directors elected at the 2017 annual meeting, and Class III directors elected at the 2015 annual meeting, in each case would be elected for one-year terms. As a result, the Class III directors were elected to serve one-year terms at the 2015 annual meeting, the Class I and Class III directors will be up for election to serve for one-year terms at the 2016 annual meeting and the entire slate of directors will be up for election to serve one-year terms at the 2017 annual meeting, at which point the declassification of the HERC Holdings' board of directors would be complete. In connection with such amendment to declassify Hertz Holdings' board of directors, Hertz Holdings also amended the Certificate of Incorporation to eliminate the provision regarding removal of directors only for cause, which amendment will take effect upon the completion of the declassification of our board at the 2017 annual meeting of stockholders.

Majority Voting Standard. At any meeting of stockholders for the election of directors at which a quorum is present, the election will be determined by a majority of the votes cast by the stockholders entitled to vote in the election, with directors not receiving a majority of the votes cast required to tender their resignations for consideration by the board, except that in the case of a contested election, the election will be determined by a plurality of the votes cast by the stockholders entitled to vote in the election.

Opt Out of Delaware Takeover Statute We have opted out of Section 203 of the DGCL, which would have otherwise imposed additional requirements regarding mergers and other business combinations.

Other Expected Corporate Governance Features. Governance features related to HERC Holdings' board of directors are set forth in the section of this information statement captioned "Management - Corporate Governance and General Information Concerning the Board and its Committees." In addition to the foregoing, it is expected that HERC Holdings will continue to have stock ownership guidelines for directors and senior executive officers, annual board performance evaluations, clawback, anti-hedging and anti-pledging policies, conflict of interest policies, risk oversight procedures and other practices and protocols.

Limitation of Liability of Directors; Indemnification of Directors

Hertz Holdings' Certificate of Incorporation provides that no director will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that this limitation on or exemption from liability is not permitted by the DGCL, as amended.

The principal effect of the limitation on liability provision is that a stockholder will be unable to prosecute an action for monetary damages against a director unless the stockholder can demonstrate a basis for liability for which indemnification is not available under the DGCL. This provision, however, does not eliminate or limit director liability arising in connection with causes of action brought under the federal securities laws or eliminate our directors' duty of care. The inclusion of this provision in Hertz Holdings' Certificate of Incorporation may, however, discourage or deter stockholders from bringing a lawsuit against directors for a breach of their fiduciary duties, even though such an action, if successful, might otherwise have benefited us and our stockholders. This provision should not affect the availability of equitable remedies such as injunction or rescission based upon a director's breach of the duty of care.

Hertz Holdings' Certificate of Incorporation provides that we are required to indemnify and advance expenses to our directors to the fullest extent permitted by law, except in the case of a proceeding instituted by the director without the approval of our board of directors. Hertz Holdings' Amended and Restated By-Laws provide that we are required to indemnify our directors and officers, to the fullest extent permitted by law, for all judgments, fines, settlements, legal fees and other expenses incurred in connection with pending or threatened legal proceedings because of the director's or officer's positions with us or another entity that the director or officer serves at our request, subject to various conditions, and to advance funds to our directors and officers to enable them to defend against such proceedings. To receive indemnification, the director or officer must have acted in good faith and in what was reasonably believed to be a lawful manner in our best interest.

Hertz Holdings has entered into indemnification agreements with each of its directors, and HERC Holdings expects to enter into indemnification agreements with each of its new directors who are appointed in connection with the Spin-Off, providing the directors contractual rights to indemnification, expense advance provided by its by-laws, and contractual rights to additional indemnification as provided in the applicable indemnification agreement.

Change of Control Related Provisions of Our Certificate of Incorporation and By-Laws and Delaware Law

A number of provisions in the Certificate of Incorporation and By-Laws and under the DGCL may make it more difficult to acquire control of us. These provisions may have the effect of discouraging a future takeover attempt not approved by our board of directors but which individual stockholders may deem to be in their best interests or in which stockholders may receive a substantial premium for their shares over then current market prices. As a result, stockholders who might desire to participate in such a transaction may not have an opportunity to do so. In addition, these provisions may adversely affect the prevailing market price of our common stock. These provisions are intended to:

- enhance the likelihood of continuity and stability in the composition of our board of directors;
- discourage some types of transactions that may involve an actual or threatened change in control of us;
- discourage certain tactics that may be used in proxy fights;
- ensure that our board of directors will have sufficient time to act in what the board believes to be in the best interests of us and our stockholders; and
- encourage persons seeking to acquire control of us to consult first with our board to negotiate the terms of any proposed business combination or offer.

Unissued Shares of Capital Stock

Common Stock

The remaining shares of our authorized and unissued common stock will be available for future issuance without additional stockholder approval. While the additional shares are not designed to deter or prevent a change of control, under some circumstances we could use the additional shares to create voting impediments or to frustrate persons seeking to effect a takeover or otherwise gain control by, for example, issuing those shares in private placements to purchasers who might side with our board of directors in opposing a hostile takeover bid.

Preferred Stock

The Certificate of Incorporation provides that our board of directors has the authority, without any further vote or action by our stockholders, to issue preferred stock in one or more series and to fix the number of shares constituting any such series and the preferences, limitations and relative rights, including dividend rights, dividend rate, voting rights, terms of redemption, redemption price or prices, conversion rights and liquidation preferences of the shares constituting any series. The existence of authorized but unissued preferred stock could reduce our attractiveness as a target for an unsolicited takeover bid since we could, for example, issue shares of preferred stock to parties who might oppose such a takeover bid or shares that contain terms the potential acquiror may find unattractive. This may have the effect of delaying or preventing a change of control, may discourage bids for the common stock at a premium over the market price of the common stock, and may adversely affect the market price of, and the voting and other rights of the holders of, common stock.

Vacancies

Vacancies in our board of directors may be filled only by our board of directors. Any director elected to fill a vacancy will hold office for the remainder of the full term of the directorship that is the subject of such vacancy (including a vacancy created by increasing the size of the board) and until such director's successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. No decrease in the number of directors will shorten the term of any incumbent director. The By-Laws provide that the number of directors shall be fixed and increased or decreased from time to time by resolution of the board of directors.

Advance Notice Requirements for Nomination of Directors and Presentation of New Business at Meetings of Stockholders; Calling Stockholder Meetings; Action by Written Consent

The By-Laws require advance notice for stockholder proposals and nominations for director. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year.

In addition, the Certificate of Incorporation and By-Laws provide that action may not be taken by written consent of stockholders. Thus, any action taken by the stockholders must be effected at a duly called annual or special meeting, which may be called only by the board of directors.

These provisions make it more procedurally difficult for a stockholder to place a proposal or nomination on the meeting agenda or to take action without a meeting, and therefore may reduce the likelihood that a stockholder will seek to take independent action to replace directors or seek a stockholder vote with respect to other matters that are not supported by management.

Supermajority Voting Requirement for Amendment of Certain Provisions of Our Certificate of Incorporation and By-Laws

The provisions of Hertz Holdings' Certificate of Incorporation governing, among other things, the limitations of liability and indemnification of directors, the elimination of stockholder actions by written consent and the prohibition on the right of stockholders to call a special meeting may not be amended, altered or repealed unless the amendment is approved by the vote of holders of at least two-thirds of the shares then entitled to vote at an election of directors. This requirement exceeds the majority vote of the outstanding stock that would otherwise be required by the DGCL for the repeal or amendment of such provisions of certificates of incorporation. Certain provisions of Hertz Holdings' By-Laws may only be amended with the approval of the vote of holders of at least two-thirds of the shares then entitled to vote. These provisions make it more difficult for any person to remove or amend certain provisions that may have an anti-takeover effect.

No Cumulative Voting

The DGCL provides that stockholders are denied the right to cumulate votes in the election of directors unless the company's certificate of incorporation provides otherwise. The Certificate of Incorporation does not provide for cumulative voting.

DESCRIPTION OF CERTAIN INDEBTEDNESS

In connection with the Spin-Off, it is expected that HERC, which is to be a wholly owned subsidiary of HERC Holdings following the Spin-Off, will transfer to Hertz and its subsidiaries approximately \$1.8 billion. To fund, among other things, such transfers and in connection with the Spin-Off, HERC expects to enter into appropriate financing arrangements.

The expected amounts of cash transfers to be made to Hertz and its subsidiaries by HERC were determined based on a review of historical cash flows, and the near-term and medium-term expected cash flows of New Hertz and HERC Holdings subsequent to the Spin-Off, and are intended to ensure that each of New Hertz and HERC Holdings is adequately capitalized and has the appropriate level of cash resources at the time of the Spin-Off. The actual amounts of cash transfers made to Hertz and its subsidiaries by HERC prior to or in connection with the Spin-Off will depend upon the financial performance and cash position of HERC prior to the Spin-Off, among other factors. Hertz expects to use the cash proceeds from these transfers to repay third-party indebtedness, to fund the share repurchase program previously announced and reaffirmed by Hertz Holdings and that New Hertz expects to adopt for periods following the Spin-Off, and for general corporate purposes.

RELATIONSHIP BETWEEN NEW HERTZ AND HERC HOLDINGS

On March 18, 2014, Hertz Holdings announced a plan to separate its business into two separate independent public companies, one of which (referred to herein as “New Hertz”) will operate Hertz Holdings’ global car rental business and the other of which (referred to herein as “HERC Holdings”) will operate its global equipment rental business. The separation will be effected by means of a tax-free Spin-Off of all of the issued and outstanding shares of common stock of New Hertz to stockholders of Hertz Holdings.

Following the Spin-Off, New Hertz and HERC Holdings will operate independently, and neither will have any ownership interest in the other. In order to govern the ongoing relationships between New Hertz and HERC Holdings after the Spin-Off and to facilitate an orderly transition, HERC Holdings and New Hertz (or their respective affiliates) intend to enter into agreements providing for various services and rights following the Spin-Off, and under which each of HERC Holdings and New Hertz will have obligations to the other party and will assume certain liabilities as allocated in connection with the separation.

With the objective of creating two separate and strong businesses and with input and advice from Hertz Holdings’ management, the Hertz Holdings board of directors defined principles to implement the separation of the global car rental business and the global equipment rental business. These separation principles include ensuring that both New Hertz and HERC Holdings will hold the assets needed to operate their respective businesses.

The Hertz Holdings board of directors charged its management with overseeing the separation of the businesses in accordance with these separation principles. Guided by the separation principles and input from business units and strategy, tax and legal teams, as well as outside advisors, management considered, among other factors, each business’ historic ownership and usage of assets, incurrence of liabilities, relationships with other entities and accounting treatment, as well as administrative costs and efficiencies, in determining the terms of the separation and the relationships between New Hertz and HERC Holdings following the Spin-Off.

The following summarizes the terms of the material agreements that HERC Holdings expects to enter into with New Hertz.

Agreements Between Hertz Holdings and New Hertz

Separation and Distribution Agreement

Hertz Holdings intends to enter into a separation and distribution agreement (the “Separation Agreement”) with New Hertz before the Spin-Off. The Separation Agreement will set forth Hertz Holdings’ agreements with New Hertz regarding the principal actions to be taken in connection with the Spin-Off. It will also set forth other agreements that govern aspects of New Hertz’s relationship with HERC Holdings following the Spin-Off.

Internal Reorganization and Related Financing Transactions

The Separation Agreement will provide for the transfers of entities and assets and assumptions of liabilities that are necessary in advance of the Spin-Off so that New Hertz and HERC Holdings each retain the entities, assets and liabilities associated with the global car rental business and the global equipment rental business, respectively. The Hertz Corporation, or “Hertz,” is currently a wholly owned subsidiary of Hertz Holdings and is the primary operating subsidiary that, directly or indirectly, holds both the entities and assets associated with Hertz Holdings’ global car rental business and global equipment rental business, which is operated primarily through Hertz Equipment Rental Corporation, which will be renamed “Herc Rentals Inc.” or “HERC.” In connection with the Spin-Off, Hertz Holdings will undertake a series of internal reorganization transactions (sometimes referred to herein as the “internal reorganization”) so that New Hertz will hold the entities associated with Hertz Holdings’ global car rental business, including Hertz, and HERC Holdings will hold the entities associated with Hertz Holdings’ global equipment rental business, including HERC.

The Separation Agreement will also set forth the terms of certain cash transfers to be made by HERC to Hertz and its subsidiaries in connection with the internal reorganization and related financing transactions, which are expected to total approximately \$1.8 billion. The expected amounts of cash transfers to be made to Hertz and its subsidiaries by HERC were determined based on a review of historical cash flows, and the near-term and medium-term expected cash flows of New Hertz and HERC Holdings subsequent to the Spin-Off, and are intended to ensure that each of New Hertz and HERC

Holdings is adequately capitalized and has the appropriate level of cash resources at the time of the Spin-Off. The actual amounts of cash transfers made to Hertz and its subsidiaries by HERC prior to or in connection with the Spin-Off will depend upon the financial performance and cash position of HERC prior to the Spin-Off, among other factors. Hertz expects to use the cash proceeds from these transfers to repay third-party indebtedness, to fund the share repurchase program previously announced and reaffirmed by Hertz Holdings and that New Hertz expects to adopt for periods following the Spin-Off, and for general corporate purposes.

Transfer of Assets and Liabilities Generally

As a result of the internal reorganization, New Hertz will generally hold the entities, assets and liabilities associated with Hertz Holdings' global car rental business, while HERC Holdings (taking into account the distribution of the stock of New Hertz to Hertz Holdings stockholders pursuant to the Spin-Off), will generally hold the entities, assets and liabilities associated with Hertz Holdings' global equipment rental business.

The Separation Agreement will contain additional provisions pursuant to which each party will agree to transfer to the other the assets associated with such entity's business, as well as certain other specified categories of assets, and each party will agree to assume the liabilities associated with such party's business, as well as certain other specified categories of liabilities. For example, the Separation Agreement will provide that each party will agree to use commercially reasonable efforts to have certain contracts currently shared by both businesses assigned in applicable part to the other party or appropriately amended.

Information in this information statement with respect to the assets and liabilities of the parties following the Spin-Off is presented based on the allocation of such assets and liabilities pursuant to the Separation Agreement, unless the context otherwise requires. The Separation Agreement provides that, in the event that the transfer or assignment of certain assets and liabilities to New Hertz or HERC Holdings, as applicable, does not occur prior to the Spin-Off, then until such assets or liabilities are able to be transferred or assigned, New Hertz or HERC Holdings, as applicable, will hold such assets on behalf of and for the benefit of the other party and will pay, perform, and discharge such liabilities, for which the other party will reimburse New Hertz or HERC Holdings, as applicable, for all commercially reasonable payments made in connection with the performance and discharge of such liabilities. For example, due to the requirements of applicable laws, the need to obtain certain governmental and third-party consents and other business reasons, the transfer of certain assets and liabilities to New Hertz or HERC Holdings may be delayed until after the completion of the Spin-Off.

Legal Matters and Claims; Sharing of Certain Liabilities

Subject to any specified exceptions, each party to the Separation Agreement will assume the liability for, and control of, all pending and threatened legal matters related to its own business, as well as assumed or retained liabilities, and will indemnify the other party for any liability arising out of or resulting from such assumed legal matters.

The Separation Agreement will provide for certain specific known pre-Spin-Off liabilities and certain potential pre-Spin-Off liabilities that we believe do not relate to either business to be shared by the parties. New Hertz and HERC Holdings will each be responsible for a portion of these shared liabilities. The division of these shared liabilities will be determined, depending on the type of shared liability, through pre-determined fixed percentages or formulas. New Hertz will be responsible for managing the settlement or other disposition of such shared liabilities.

Intercompany Arrangements

All agreements, arrangements, commitments and understandings, including most intercompany accounts payable or accounts receivable, between New Hertz and its affiliates, on the one hand, and HERC Holdings and its affiliates, on the other hand, will terminate effective as of the Spin-Off, except specified agreements and arrangements that are intended to survive the Spin-Off. The material agreements and arrangements that will survive the Spin-Off are described in this section.

Representations and Warranties

In general, neither New Hertz nor HERC Holdings will make any representations or warranties regarding any assets or liabilities transferred or assumed, any consents or approvals that may be required in connection with these transfers or assumptions, the value or freedom from any lien or other security interest of any assets transferred, the absence of any

defenses relating to any claim of either party or the legal sufficiency of any conveyance documents. Except as expressly set forth in the Separation Agreement, all assets will be transferred on an “as is,” “where is” basis.

Further Assurances

Prior to, on and after the distribution date, New Hertz and HERC Holdings must use commercially reasonable efforts to consummate the transactions contemplated by the Separation Agreement and the ancillary agreements.

The Distribution

The Separation Agreement will govern New Hertz’s and Hertz Holdings’ respective rights and obligations regarding the proposed Spin-Off. Prior to the Spin-Off, Hertz Holdings will deliver all of the issued and outstanding shares of New Hertz common stock to the transfer agent and registrar. To effect the Spin-Off, the transfer agent and registrar will electronically deliver the shares of New Hertz common stock to Hertz Holdings’ shareholders based on the distribution ratio of one share of New Hertz common stock for every five shares of Hertz Holdings common stock issued and outstanding as of the record date. The Hertz Holdings board of directors will have the sole and absolute discretion to determine the terms of, and whether to proceed with, the Spin-Off.

Conditions

The Separation Agreement also will provide that several conditions must be satisfied or waived by Hertz Holdings in its sole and absolute discretion before the Spin-Off can occur. For further information about these conditions, see “The Spin-Off—Conditions to the Spin-Off.” The Hertz Holdings board of directors may, in its sole and absolute discretion, determine the record date, the distribution date and the terms of the Spin-Off and may at any time prior to the completion of the Spin-Off decide to abandon or modify the Spin-Off.

Exchange of Information

New Hertz and HERC Holdings will agree to provide each other with reasonable access to information relating to the party requesting information. New Hertz and HERC Holdings also will agree to use reasonable best efforts to retain such information in accordance with our respective record retention policies as in effect on the distribution date or as amended after the distribution date in accordance with the Separation Agreement.

Termination

The Hertz Holdings board of directors, in its sole and absolute discretion, may terminate the Separation Agreement at any time prior to the Spin-Off.

Release of Claims

New Hertz and HERC Holdings will each agree to release the other and its affiliates, successors and assigns from any claims against any of them that arise out of or relate to events, circumstances or actions occurring or failing to occur or any conditions existing at or prior to the time of the Distribution. These releases will be subject to exceptions set forth in the Separation Agreement, including any claims arising out of any of the agreements between the parties that remain in effect following the Spin-Off.

Indemnification

New Hertz has agreed in the Separation Agreement to indemnify, hold harmless and defend HERC Holdings, each of its affiliates and each of their respective directors, officers and employees, from and against:

- the liabilities of New Hertz assumed under the Separation Agreement;
- and
- any breach by New Hertz or any of its subsidiaries of the Separation Agreement or any of the other ancillary agreements to the Spin-Off, other than the Tax Matters Agreement and the Transition Services Agreement, which contain separate indemnification provisions.

HERC Holdings has agreed in the Separation Agreement to indemnify, hold harmless and defend New Hertz, each of its affiliates and each of their respective directors, officers and employees, from and against:

- the liabilities of HERC Holdings assumed under the Separation Agreement; and
- any breach by HERC Holdings or any of its subsidiaries of the Separation Agreement or any of the other ancillary agreements to the Spin-Off, other than the Tax Matters Agreement and the Transition Services Agreement, which contain separate indemnification provisions.

The amount of either party's indemnification obligations will be reduced by any insurance proceeds the party being indemnified receives. The Separation Agreement also will specify procedures regarding claims subject to indemnification.

Insurance

New Hertz will be responsible for obtaining insurance coverage following completion of the Spin-Off. As separate, independent entities, New Hertz and HERC Holdings may not be able to obtain insurance coverage to the same extent and on terms as favorable as those available to them prior to the Spin-Off.

Allocation of Spin-Off Expenses

Except as expressly set forth in the separation and distribution agreement or in any ancillary agreement, all costs and expenses incurred in connection with the separation and distribution incurred prior to the distribution date, including costs and expenses relating to legal and tax counsel, financial advisors and accounting advisory work related to the separation and distribution, will be paid by the party incurring such cost and expense.

Transition Services Agreement

We intend to enter into a Transition Services Agreement (the "Transition Services Agreement") pursuant to which New Hertz or its affiliates will provide HERC Holdings specified services on a transitional basis to help ensure an orderly transition following the Spin-Off, though New Hertz may request certain transition services to be performed by HERC Holdings. The services to be provided by New Hertz or its affiliates primarily include:

- information technology and network and telecommunications systems support;
- human resources, payroll and benefits;
- accounting and finance;
- treasury;
- tax matters; and
- administrative services.

The Transition Services Agreement will generally provide for a term of up to two years following the distribution date. With certain exceptions, New Hertz and HERC Holdings expect to charge for the services rendered the allocated costs associated with rendering these services, and may include a mark-up for certain services.

New Hertz and HERC Holdings will generally agree to use commercially reasonable efforts to continue to provide to the other the services that are the subject of the transition services agreement at a relative level of service consistent in all material respects with that provided in the twelve months preceding the distribution date. New Hertz and HERC Holdings also will generally agree to use commercially reasonable efforts to end their respective needs for the transition services as soon as is reasonably possible.

The supplier of services under the Transition Services Agreement will generally agree to indemnify the recipient of such services against all liabilities attributable to any third-party claims asserted against the recipient or its affiliates arising from or relating to the supplier's provision of or failure to provide the services, to the extent arising from or related to the gross negligence, willful misconduct or fraud of the supplier. The recipient of services under the Transition Services Agreement will generally agree to indemnify the supplier of such services against all liabilities attributable to any third-party claims asserted against the supplier or its affiliates arising from or relating to the supplier's provision of or failure to provide

the services, other than claims for which the supplier would have to indemnify the recipient pursuant to the preceding sentence.

Tax Sharing and Indemnity Agreement

We intend to enter into a Tax Sharing and Indemnity Agreement (the "Tax Matters Agreement") with New Hertz that will govern our and New Hertz's rights, responsibilities and obligations after the Spin-Off with respect to tax liabilities and benefits, tax attributes, tax contests and other tax matters regarding income taxes, other taxes and related tax returns. Among other matters, as a subsidiary of Hertz Holdings, New Hertz has, and will continue to have following the Spin-Off, joint and several liability with HERC Holdings to the IRS and certain U.S. state tax authorities for HERC Holdings' U.S. federal income and state taxes for the taxable periods in which New Hertz was part of Hertz Holdings' consolidated group. However, the Tax Matters Agreement will specify the portion of this liability for which New Hertz and HERC Holdings will bear responsibility, and each party will agree to indemnify the other against any amounts for which such other party is not responsible. As reflected under the heading "Unaudited Pro Forma Condensed Combined Financial Information," we expect that the Tax Matters Agreement will provide that New Hertz will generally assume liability for and indemnify HERC Holdings against all U.S. federal, state, local and foreign tax liabilities attributable to New Hertz's assets or operations for all tax periods prior to the Spin-Off, while HERC Holdings will indemnify New Hertz against all U.S. federal, state, local and foreign tax liabilities attributable to HERC Holdings' assets or operations for all tax periods prior to the Spin-Off.

The Tax Matters Agreement also will provide special rules for allocating tax liabilities in the event that the Spin-Off, together with related transactions, is not tax-free. The Tax Matters Agreement will provide for covenants that may restrict our ability to pursue strategic or other transactions that might otherwise maximize the value of our business and may discourage or delay a change of control that you may consider favorable. Though valid as between the parties, the Tax Matters Agreement will not be binding on the IRS or any state, local or foreign taxing authority.

Employee Matters Agreement

Prior to the distribution, New Hertz and HERC Holdings will enter into an Employee Matters Agreement (the "Employee Matters Agreement") to allocate liabilities and responsibilities relating to employment matters, employee compensation, benefit plans and programs and other related matters. The Employee Matters Agreement will govern New Hertz's and HERC Holdings' obligations with respect to such matters for current and former employees of the car rental business and the equipment rental business.

Unless otherwise agreed to, the Employee Matters Agreement will provide that HERC Holdings will retain or assume all employment, compensation and benefits liabilities relating to employees who are employed by HERC Holdings following the distribution and former employees whose last employment was with the equipment rental business. Similarly, unless otherwise agreed to, the Employee Matters Agreement will provide that New Hertz will retain or assume all employment, compensation and benefits liabilities relating to employees who are employed by New Hertz following the distribution and former employees whose last employment was with the car rental business. The Employee Matters Agreement also will address equity compensation matters and the treatment of outstanding equity awards granted by Hertz Holdings.

In general, the Employee Matters Agreement will provide that HERC Holdings and New Hertz will credit each employee with his or her service with Hertz Holdings prior to the distribution for all purposes under the benefit plans maintained or established by New Hertz and HERC Holdings as of the distribution, so long as such crediting does not result in a duplication of benefits. Additionally, the Employee Matters Agreement will provide that no employee will be considered to have terminated employment from his or her post-Spin-Off employer as a result of the Spin-Off or any associated employment transfer.

Defined Benefit Pension Plan

At or prior to the Spin-Off, HERC Holdings will establish the HERC Holdings Retirement Plan. The Employee Matters Agreement will provide that the assets and liabilities of the Hertz Retirement Plan attributable to employees who are employed by HERC Holdings following the distribution and former employees whose last place of employment was with the equipment rental business will be transferred to the new HERC Holdings Retirement Plan prior to, in connection with, or as soon as practicable following, the Spin-Off. Subject to the preceding sentence, New Hertz will continue to maintain the Hertz Retirement Plan.

Defined Contribution Savings Plan

At or prior to the Spin-Off, HERC Holdings will establish the HERC Holdings Savings Plan. The Employee Matters Agreement will provide that, prior to, in connection with, or as soon as practicable following, the Spin-Off, the accounts (including loans) of HERC Holdings' employees and former employees whose last place of employment was with the equipment rental business will be transferred from the Hertz Savings Plan to the new HERC Holdings Savings Plan. The HERC Holdings Savings Plan is expected to initially provide employer contributions in a similar manner as provided under the Hertz Savings Plan (including a company matching contribution to contributing employees as well as an annual employer contribution for employees continuing service with HERC Holdings who were previously eligible for the Hertz Retirement Plan).

Multiemployer Pension Plans

Pursuant to various collective bargaining agreements, certain union-represented employees participate in multiemployer pension plans. The Employee Matters Agreement will provide that, following the Spin-Off, the responsibility for the required contributions to the applicable multiemployer pension plans will remain with the employer of the covered union-represented employees. New Hertz will be responsible for all contributions required for New Hertz union-represented employees and HERC Holdings will be responsible for all contributions required for HERC Holdings union-represented employees.

Non-Qualified Deferred Compensation Programs

The Employee Matters Agreement will provide that New Hertz will maintain the Hertz Non-Qualified Plans following the Spin-Off. To the extent that HERC Holdings' employees and former employees whose last place of employment was with the equipment rental business participate in the Hertz Non-Qualified Plans, HERC Holdings will establish and maintain the HERC Holdings Non-Qualified Plans. The liabilities (and where applicable, the related assets) of the Hertz Non-Qualified Plans attributable to such persons shall be transferred to the new HERC Holdings Non-Qualified Plans prior to, in connection with, or as soon as practicable following the Spin-Off.

Welfare Plans

In connection with or prior to the Spin-Off, HERC Holdings will establish new active and retiree health and welfare plans, which will be substantially similar to the current health and welfare plans offered to employees and retirees of the equipment rental business. Following the such establishment, HERC Holdings employees (and eligible former employees whose last place of employment was with the equipment rental business) will be eligible to participate in the new HERC Holdings health and welfare plans. The Employee Matters Agreement will provide that New Hertz will retain the liability (and, where applicable, the related assets) for the retiree medical and life insurance benefits for all New Hertz employees and former employees whose last place of employment was with the car rental business, and the retiree medical and life insurance benefit liabilities (and, where applicable, the related assets) for employees of HERC Holdings and former employees whose last place of employment was with the equipment rental business will be transferred to HERC Holdings in connection with the establishment of the new plans.

Treatment of Hertz Holdings Equity Awards

In connection with the Spin-Off, holders of outstanding Hertz Holdings equity awards will receive replacement equity awards. Replacement awards for active employees will be denominated in the common stock of the equity award holder's employer after the Spin-Off (i.e., employees continuing with HERC Holdings will receive replacement awards denominated in the common stock of HERC Holdings, and employees continuing with New Hertz will receive replacement awards denominated in the common stock of New Hertz), and replacement awards for former employees will be denominated in the common stock of the entity where the equity holder was last employed (i.e., former employees whose last place of employment was with the equipment rental business will receive replacement awards denominated in the common stock of HERC Holdings, and former employees whose last place of employment was with the car rental business will receive replacement awards denominated in the common stock of New Hertz). In each case, the granting of such replacement awards will be effective contemporaneously with the Spin-Off and such replacement awards will be adjusted in accordance with a formula designed to preserve the intrinsic economic value of the original equity awards after taking into account the Spin-Off. Generally, all of the replacement awards will be subject to the same terms and vesting conditions as the original Hertz

Holdings awards, except that the replacement awards may offer different change in control provisions than the current awards, the replacement awards for performance stock units may provide adjusted performance metrics to reflect the separation of the car rental and equipment rental businesses, and the replacement awards may contain such additional or adjusted provisions as may be required under the Employee Matters Agreement or applicable equity plan or determined by the Compensation Committee.

The replacement awards for employees, officers and directors continuing service with HERC Holdings following the distribution, will be issued from the Omnibus Plan. Prior to the Spin-Off, New Hertz will adopt the New Hertz Omnibus Plan, pursuant to which the replacement awards for employees, officers and directors continuing service with New Hertz following the Spin-Off will be issued. Hertz Holdings, as the sole stockholder of New Hertz prior to the Spin-Off, will approve the New Hertz Omnibus Plan prior to the Spin-Off. New Hertz expects to submit the New Hertz Omnibus Plan for stockholder approval at its first annual meeting of stockholders after the separation.

Equity awards relating to shares of HERC Holdings common stock will be subject to further adjustment to take into account the reverse stock split.

Intellectual Property Agreement

New Hertz and HERC Holdings intend to enter into an Intellectual Property Agreement (the "Intellectual Property Agreement") that will provide for ownership, licensing and other arrangements regarding the trademarks and related intellectual property that New Hertz and HERC Holdings use in conducting our businesses.

The Intellectual Property Agreement will allocate ownership between New Hertz and HERC Holdings of all trademarks, domain names and certain copyrights that Hertz Holdings or its subsidiaries own immediately prior to the distribution date. The agreement will generally allocate to New Hertz the trademarks that primarily relate to or are primarily used in the global car rental business, including the *Hertz*, *Dollar*, *Thrifty*, *Donlen* and *Firefly* brand names, while HERC Holdings would be allocated trademarks that primarily relate to or are primarily used in the global equipment rental business, but are not otherwise associated with the marks being allocated to New Hertz. The agreement will generally allocate ownership of copyrights and domain names between New Hertz and HERC Holdings in a similar manner.

The agreement will provide that, following the Spin-Off, HERC Holdings will continue to have the right to use certain intellectual property associated with the Hertz brand for a period of four years on a no royalty basis. The agreement will also provide that, for so long as HERC Holdings continues to use certain intellectual property associated with the Hertz brand, HERC Holdings will not directly or indirectly engage in the business of renting and leasing cars, subject to certain exceptions, including that HERC Holdings may continue to rent cars to the extent HERC has done so immediately prior to the Spin-Off.

Real Estate Arrangements

New Hertz and HERC Holdings will enter into certain real estate lease agreements pursuant to which New Hertz or HERC Holdings, as the case may be, will lease certain office and shared rental facilities space from the other party.

Each of New Hertz and HERC Holdings, as lessee, will pay rent to the other party. Rent payments will generally be negotiated based on comparable fair market rental rates and adjusted each year of the lease to reflect increases or decreases in operating and maintenance expenses and other factors. The lessor may generally terminate the leases in the event of a material uncured default by the lessee.

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REPORT OF INDEPENDENT REGISTERED CERTIFIED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Shareholders of Herc Holdings Inc. (a/k/a Hertz Global Holdings, Inc.):

In our opinion, the accompanying combined balance sheets and the related combined statements of operations, statements of comprehensive income (loss), statements of changes in equity and statements of cash flows present fairly, in all material respects, the financial position of Herc Holdings Inc. (a/k/a Hertz Global Holdings, Inc.) and its subsidiaries at December 31, 2015 and December 31, 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/PricewaterhouseCoopers LLP

Miami, Florida
April 18, 2016

HERC HOLDINGS INC.
(a/k/a **HERTZ GLOBAL HOLDINGS, INC.**)

COMBINED BALANCE SHEETS

(In millions, except par value)

	December 31, 2015	December 31, 2014
ASSETS		
Cash and cash equivalents	\$ 15.7	\$ 18.9
Restricted cash and cash equivalents	16.0	19.3
Receivables, net of allowance of \$23.8 and \$28.4 as of December 31, 2015 and 2014, respectively.	287.8	339.9
Loans receivable from affiliates	—	23.3
Taxes receivable	8.7	10.9
Inventories, at lower of cost or market	22.3	29.3
Prepaid expenses and other assets	20.8	26.2
Assets held for sale	—	13.6
Total current assets	371.3	481.4
Revenue earning equipment, net	2,382.5	2,427.9
Property and equipment, net	246.6	265.5
Other intangible assets, net	300.5	329.4
Goodwill	91.0	95.1
Other long-term assets	14.9	12.0
Total assets	\$ 3,406.8	\$ 3,611.3
LIABILITIES AND EQUITY		
Current maturities of long-term debt	\$ 10.2	\$ 10.6
Loans payable to affiliates	73.2	472.3
Accounts payable	109.5	173.3
Other accrued liabilities	47.8	62.3
Accrued taxes	41.6	40.4
Total current liabilities	282.3	758.9
Long-term debt	53.3	406.5
Other long-term liabilities	32.1	27.4
Deferred taxes	727.3	713.2
Total liabilities	1,095.0	1,906.0
Commitments and contingencies		
Equity:		
Preferred stock, \$0.01 par value, 200.0 shares authorized, no shares issued and outstanding	—	—
Common stock, \$0.01 par value, 2,000.0 shares authorized, 463.7 and 462.5 shares issued and 422.7 and 458.6 shares outstanding	4.6	4.6
Additional paid-in capital	3,843.1	2,607.4
Accumulated deficit	(605.5)	(716.8)
Accumulated other comprehensive loss	(238.4)	(102.4)
Treasury stock, at cost, 40.9 shares and 3.9 shares	(692.0)	(87.5)
Total equity	2,311.8	1,705.3
Total liabilities and equity	\$ 3,406.8	\$ 3,611.3

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.

(a/k/a HERTZ GLOBAL HOLDINGS, INC.)

COMBINED STATEMENTS OF OPERATIONS

(In millions, except per share data)

	Years Ended December 31,		
	2015	2014	2013
Revenues:			
Equipment rentals	\$ 1,411.7	\$ 1,455.8	\$ 1,406.9
Sales of revenue earning equipment	161.2	198.7	198.1
Sales of new equipment, parts and supplies	92.1	95.4	113.7
Service and other revenues	13.2	20.5	16.9
Total revenues	1,678.2	1,770.4	1,735.6
Expenses:			
Direct operating	706.2	718.9	673.9
Depreciation of revenue earning equipment	343.7	340.0	325.3
Cost of sales of revenue earning equipment	146.8	188.4	171.5
Cost of sales of new equipment, parts and supplies	73.0	77.5	89.9
Selling, general and administrative	270.5	248.6	204.3
Restructuring	4.3	5.7	10.1
Impairment	—	9.6	—
Interest expense, net	32.9	41.4	72.9
Other (income) expense, net	(56.1)	(4.2)	34.6
Total expenses	1,521.3	1,625.9	1,582.5
Income before income taxes	156.9	144.5	153.1
Provision for taxes on income	(45.6)	(54.8)	(55.0)
Net income	\$ 111.3	\$ 89.7	\$ 98.1
Weighted average shares outstanding:			
Basic	452.3	454.0	422.3
Diluted	456.4	464.4	463.9
Earnings per share:			
Basic	\$ 0.25	\$ 0.20	\$ 0.23
Diluted	\$ 0.24	\$ 0.20	\$ 0.23

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.

(a/k/a HERTZ GLOBAL HOLDINGS, INC.)

COMBINED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(In millions)

	Years Ended December 31,		
	2015	2014	2013
Net income	\$ 111.3	\$ 89.7	\$ 98.1
Other comprehensive income (loss), net of tax:			
Translation adjustment changes	(89.7)	(54.6)	(52.6)
Reclassification of foreign currency items to other income (expense)	(41.6)	—	—
Defined benefit pension plans:			
Amortization or settlement of net (gain) loss	0.5	(2.3)	1.2
Net gain (loss) arising during the period	(8.1)	(1.4)	15.5
Income tax related to defined benefit pension plans	2.9	1.6	(6.4)
Total other comprehensive loss	(136.0)	(56.7)	(42.3)
Total comprehensive income (loss)	\$ (24.7)	\$ 33.0	\$ 55.8

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.

(a/k/a HERTZ GLOBAL HOLDINGS, INC.)

COMBINED STATEMENTS OF CHANGES IN EQUITY

(In millions)

Balance at:	Common Stock		Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity
	Shares	Amount					
January 1, 2013	421.5	\$ 4.2	\$ 2,188.9	\$ (904.6)	\$ (3.4)	\$ —	\$ 1,285.1
Net income (loss)	—	—	—	98.1	—	—	98.1
Other comprehensive loss	—	—	—	—	(42.3)	—	(42.3)
Employee stock purchase plan	0.3	—	6.0	—	—	—	6.0
Net settlement on vesting of restricted stock	1.0	—	(12.0)	—	—	—	(12.0)
Stock-based compensation charges	—	—	5.3	—	—	—	5.3
Exercise of stock options	3.0	0.1	26.8	—	—	—	26.9
Common shares issued to Directors	—	—	0.6	—	—	—	0.6
Conversion of convertible notes	47.1	0.2	(64.6)	—	—	467.2	402.8
Share repurchase	(27.1)	—	—	—	—	(554.7)	(554.7)
Net transfers - THC	—	—	661.6	—	—	—	661.6
December 31, 2013	445.8	4.5	2,812.6	(806.5)	(45.7)	(87.5)	1,877.4
Net income (loss)	—	—	—	89.7	—	—	89.7
Other comprehensive loss	—	—	—	—	(56.7)	—	(56.7)
Employee stock purchase plan	0.1	—	3.9	—	—	—	3.9
Net settlement on vesting of restricted stock	1.1	—	(16.5)	—	—	—	(16.5)
Stock-based compensation charges	—	—	1.4	—	—	—	1.4
Exercise of stock options	1.4	—	18.0	—	—	—	18.0
Common shares issued to Directors	0.1	—	0.6	—	—	—	0.6
Conversion of convertible notes	10.1	0.1	84.3	—	—	—	84.4
Capital contributions from affiliates	—	—	28.8	—	—	—	28.8
Net transfers - THC	—	—	(325.7)	—	—	—	(325.7)
December 31, 2014	458.6	4.6	2,607.4	(716.8)	(102.4)	(87.5)	1,705.3
Net income (loss)	—	—	—	111.3	—	—	111.3
Other comprehensive loss	—	—	—	—	(136.0)	—	(136.0)
Net settlement on vesting of restricted stock	1.1	—	(5.0)	—	—	—	(5.0)
Stock-based compensation charges	—	—	2.7	—	—	—	2.7
Exercise of stock options	—	—	5.1	—	—	—	5.1
Share repurchase	(37.0)	—	—	—	—	(604.5)	(604.5)
Capital contributions from affiliates	—	—	198.8	—	—	—	198.8
Net transfers - THC	—	—	1,034.1	—	—	—	1,034.1
December 31, 2015	422.7	\$ 4.6	\$ 3,843.1	\$ (605.5)	\$ (238.4)	\$ (692.0)	\$ 2,311.8

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.

(a/k/a HERTZ GLOBAL HOLDINGS, INC.)

COMBINED STATEMENTS OF CASH FLOWS

(In millions)

Years Ended December 31,

	2015	2014	2013
Cash flows from operating activities:			
Net income	\$ 111.3	\$ 89.7	\$ 98.1
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation of revenue earning equipment	343.7	340.0	325.3
Depreciation of property and equipment	39.6	36.3	28.3
Amortization of other intangible assets	37.6	38.8	40.6
Amortization and write-off of debt issuance costs	4.5	6.2	23.9
Stock-based compensation charges	2.7	1.4	5.3
Impairment	—	9.6	—
Gain on disposal of business	(50.9)	—	—
(Gain) loss on revaluation of foreign denominated debt	3.1	(2.2)	0.6
Provision for receivables allowance	33.7	31.3	26.5
Deferred taxes on income	22.3	33.4	33.5
Gain on sale of revenue earning equipment, net	(14.4)	(10.3)	(38.5)
Gain on sale of property and equipment	(1.7)	(2.2)	(4.3)
Income from joint ventures	(4.1)	(4.7)	(3.0)
Loss on extinguishment of debt	—	0.8	27.5
Changes in assets and liabilities, net of effects of acquisitions:			
Receivables	(11.0)	(53.4)	(25.6)
Inventories, prepaid expenses and other assets	(11.0)	(12.0)	(7.9)
Accounts payable	(5.2)	(28.8)	42.9
Accrued expenses and other liabilities	(5.5)	(11.3)	(5.7)
Accrued taxes	3.4	(5.0)	5.2
Net cash provided by operating activities	498.1	457.6	572.7
Cash flows from investing activities:			
Net change in restricted cash and cash equivalents	3.3	33.5	(47.5)
Revenue earning equipment expenditures	(600.0)	(614.5)	(706.7)
Proceeds from disposal of revenue earning equipment	151.9	179.6	185.7
Property and equipment expenditures	(76.9)	(43.7)	(28.1)
Proceeds from disposal of property and equipment	6.0	15.8	8.8
Proceeds from disposal of businesses	126.4	—	—
Other investing activities	(0.5)	—	(1.7)
Net cash used in investing activities	(389.8)	(429.3)	(589.5)

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS, INC.

(a/k/a HERTZ GLOBAL HOLDINGS, INC.)

COMBINED STATEMENTS OF CASH FLOWS (Continued)

(In millions)

	Years Ended December 31,		
	2015	2014	2013
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	1,865.0	2,480.0	2,446.2
Payments of long-term debt	(2,218.6)	(2,434.9)	(2,344.1)
Proceeds from exercise of stock options	5.1	18.0	26.9
Proceeds from employee stock purchase plan	—	3.4	5.1
Net settlement on vesting of restricted stock	(5.0)	(16.5)	(12.0)
Purchase of treasury stock	(604.5)	—	(554.7)
Capital contributions from affiliates	198.8	28.8	—
Net transfers (to) from THC	1,034.1	(325.7)	661.6
Net financing activities with affiliates	(382.1)	224.5	(218.7)
Net cash provided by (used in) financing activities	(107.2)	(22.4)	10.3
Effect of foreign exchange rate changes on cash and cash equivalents	(4.3)	(2.4)	(1.3)
Net change in cash and cash equivalents during the period	(3.2)	3.5	(7.8)
Cash and cash equivalents at beginning of period	18.9	15.4	23.2
Cash and cash equivalents at end of period	\$ 15.7	\$ 18.9	\$ 15.4
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest	\$ 51.4	\$ 46.9	\$ 35.2
Income taxes	\$ 10.1	\$ 23.6	\$ 17.6
Supplemental disclosures of non-cash flow information:			
Purchase of revenue earning equipment included in accounts payable and accrued liabilities	\$ 29.8	\$ 63.6	\$ 112.5
Sales of revenue earning equipment included in receivables	\$ 34.3	\$ 38.5	\$ 42.8
Purchase of property and equipment included in accounts payable	\$ (3.8)	\$ 2.5	\$ 4.2
Sales of property and equipment included in receivables	\$ 1.8	\$ 1.2	\$ (1.7)
Conversion of convertible Senior Notes included in debt, common stock and additional paid in capital	\$ —	\$ 84.4	\$ 372.5
Capital leases included in property and equipment and debt	\$ —	\$ 6.4	\$ 38.4

The accompanying notes are an integral part of these financial statements.

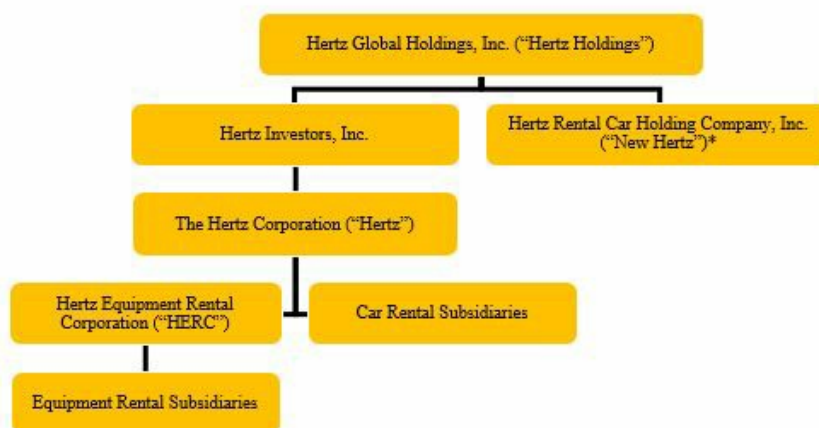
HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
NOTES TO THE COMBINED FINANCIAL STATEMENTS

Note 1—Background

On March 18, 2014, Hertz Global Holdings, Inc. (“Hertz Holdings”) announced its intention to separate its car rental business and its equipment rental business (the “Spin-Off”) into two independent, publicly traded companies. To effect the separation, Hertz Holdings will first undertake an internal reorganization pursuant to which all of the shares of The Hertz Corporation, the primary operating company of Hertz Holdings’ car rental business (“THC”), will be indirectly held by Hertz Rental Car Holding Company, Inc., or “New Hertz”, a wholly owned subsidiary of Hertz Holdings, and all of the shares of Hertz Equipment Rental Corporation, the primary operating company of Hertz Holdings’ equipment rental business (“HERC”), will be indirectly held by Hertz Investors, Inc., which is wholly owned by Hertz Holdings. Following the internal reorganization, Hertz Holdings will distribute all of the shares of common stock of New Hertz to the stockholders of Hertz Holdings on a pro rata basis. Following the distribution, New Hertz will operate the car rental business through THC and its subsidiaries and Hertz Holdings, which will be renamed Herc Holdings Inc. (“HERC Holdings”) will continue to operate the equipment rental business.

Below are diagrams depicting the basic organizational structure of Hertz Holdings before the internal reorganization and the Spin-Off and HERC Holdings and New Hertz after the internal reorganization and the Spin-Off:

Prior to the internal reorganization and the Spin-Off



*Prior to the internal reorganization and the Spin-Off, New Hertz conducts no operations.

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
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Following the internal reorganization and the Spin-Off



*Newly formed entities for purposes of effecting the internal reorganization and the Spin-Off.

For accounting purposes, due to the relative significance of New Hertz to Hertz Holdings, New Hertz will be considered the spinnor or divesting entity and HERC Holdings will be considered the spinnee or divested entity. As a result, despite the legal form of the transaction, New Hertz will be the "accounting successor" to Hertz Holdings. As such, the historical financial information of New Hertz will reflect the financial information of Hertz Holdings, as if New Hertz spun off HERC Holdings in the Spin-Off. In contrast, the historical financial information of HERC Holdings, including such information presented in these combined financial statements, will reflect the financial information of the equipment rental business of Hertz Holdings as historically operated as part of the consolidated Company, as if HERC Holdings was a stand-alone company for all periods presented. The historical financial information of HERC Holdings presented in these combined financial statements is not necessarily indicative of what HERC Holdings' financial position or results of operations actually would have been had HERC Holdings operated as a separate, independent company for the periods presented.

The combined financial statements consist of HERC Holdings, the top level holding company of Hertz Holdings' equipment rental business following the Spin-Off with no material assets or stand-alone operations, and HERC and its consolidated subsidiaries. At December 31, 2015, HERC operates equipment rental businesses through 281 branches in the United States, Canada, China, the United Kingdom and through joint ventures in Saudi Arabia and Qatar, as well as through 13 franchisee owned branches. On October 30, 2015, the Company sold its operations in France and Spain representing a combined 62 branches. HERC has been in the equipment rental business since 1965 and offers a broad range of equipment for rent. Major categories of equipment for rental include earthmoving equipment, material handling equipment, aerial and electrical equipment, lighting, air compressors, pumps, generators, small tools, compaction equipment and construction-related trucks.

Unless the context otherwise requires, references in these notes to the combined financial statements to the "Company," "we," "us" and "our" mean Herc Holdings Inc. (a/k/a Hertz Global Holdings, Inc.) and its expected combined subsidiaries following the Spin-Off, including HERC and its subsidiaries, but excluding THC.

Note 2—Summary of Significant Accounting Policies

Basis of Presentation

The combined financial statements include the accounts of the Company as defined above. In the event that the Company is a primary beneficiary of a variable interest entity, the assets, liabilities, and results of operations of the variable interest entity are included in the Company's combined financial statements. All significant intercompany transactions have been eliminated in

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the combined financial statements. Transactions between the Company and THC and its affiliates are herein referred to as “related party” or “affiliated” transactions.

The combined financial statements include net interest expense on loans receivable and payable to affiliates and expense allocations for certain corporate functions historically performed by THC, including, but not limited to, general corporate expenses related to finance, legal, information technology, human resources, communications, employee benefits and incentives, insurance and stock-based compensation. These expenses have been allocated to the Company on the basis of direct usage when identifiable, with the remainder allocated on the basis of revenues, operating expenses, headcount or other relevant measures. Management believes the assumptions underlying the combined financial statements, including the assumptions regarding the allocation of corporate expenses from THC, are reasonable. Nevertheless, the combined financial statements may not include all of the expenses that would have been incurred had the Company been a stand-alone company during the years presented and may not reflect the Company's combined financial position, results of operations and cash flows had the Company been a stand-alone company during the periods presented. Actual costs that would have been incurred if the Company had been a stand-alone company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure. For additional information related to costs allocated to the Company by THC, see Note 17 - Related Party Transactions

Use of Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the amounts reported in the financial statements and footnotes. Actual results could differ materially from those estimates.

Significant estimates inherent in the preparation of the combined financial statements include depreciation of revenue earning equipment, reserves for litigation and other contingencies, accounting for income taxes and related uncertain tax positions, pension and postretirement benefit costs, the fair value of assets and liabilities acquired in business combinations, the recoverability of long-lived assets, useful lives and impairment of long-lived tangible and intangible assets including goodwill and trade name, valuation of stock-based compensation, public liability and property damage reserves, reserves for restructuring, allowance for doubtful accounts, fair value of financial instruments, and allocated general corporate expenses from THC, among others.

Correction of Errors

We have revised our combined statement of cash flows for the year ended December 31, 2014 to correct immaterial errors in the presentation of operating, investing and financing cash flows for certain items. The corrections principally relate to purchases, disposals, prepaids and payables related to revenue earning equipment and property, plant and equipment, impairment of revenue earning equipment as well as other immaterial items. The errors were primarily attributable to using roll forward schedules that did not reflect all activity within the period. The adjustments had no net impact on cash and cash equivalents.

The following table presents the effect of these corrections on our combined statement of cash flows (in millions):

	Year Ended December 31, 2014		
	As Previously Reported	Adjustments	As Revised
Cash flows from operating activities:			
Net income	\$ 89.7	\$ —	\$ 89.7
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation of revenue earning equipment	340.0	—	340.0
Depreciation of property and equipment	36.3	—	36.3
Amortization of other intangible assets	38.8	—	38.8
Amortization and write-off of debt issuance costs	2.9	3.3	6.2
Stock-based compensation charges	1.4	—	1.4
Impairment	9.6	—	9.6
(Gain) loss on revaluation of foreign denominated debt	(2.2)	—	(2.2)

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Provision for receivables allowance	31.3	—	31.3
Deferred taxes on income	33.4	—	33.4
Gain on sale of revenue earning equipment, net	(19.9)	9.6	(10.3)
Gain on sale of property and equipment	(2.9)	0.7	(2.2)
Income from joint venture	(4.8)	0.1	(4.7)
Loss on extinguishment of debt	0.8	—	0.8
Changes in assets and liabilities, net of effects of acquisitions:			
Receivables	(50.4)	(3.0)	(53.4)
Inventories, prepaid expenses and other assets	5.8	(17.8)	(12.0)
Accounts payable	(9.2)	(19.6)	(28.8)
Accrued expenses and other liabilities	(10.1)	(1.2)	(11.3)
Accrued taxes	(6.6)	1.6	(5.0)
Net cash provided by operating activities	483.9	(26.3)	457.6
Cash flows from investing activities:			
Net change in restricted cash and cash equivalents	33.5	—	33.5
Revenue earning equipment expenditures	(634.3)	19.8	(614.5)
Proceeds from disposal of revenue earning equipment	191.3	(11.7)	179.6
Property and equipment expenditures	(52.2)	8.5	(43.7)
Proceeds from disposal of property and equipment	12.1	3.7	15.8
Net cash used in investing activities	(449.6)	20.3	(429.3)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	2,480.0	—	2,480.0
Payments of long-term debt	(2,434.9)	—	(2,434.9)
Proceeds from exercise of stock options	18.0	—	18.0
Proceeds from employee stock purchase plan	3.4	—	3.4
Net settlement on vesting of restricted stock	(16.5)	—	(16.5)
Capital contributions from affiliates	28.8	—	28.8
Net transfers (to) from THC	(325.7)	—	(325.7)
Net financing activities with affiliates	218.5	6.0	224.5
Net cash provided by (used in) financing activities	(28.4)	6.0	(22.4)
Effect of foreign exchange rate changes on cash and cash equivalents	(2.4)	—	(2.4)
Net change in cash and cash equivalents during the period	3.5	—	3.5
Cash and cash equivalents at beginning of period	15.4	—	15.4
Cash and cash equivalents at end of period	\$ 18.9	\$ —	\$ 18.9

The errors identified also impacted the statement of cash flows for the nine months ended September 30, 2015 and 2014. See Note 21 - Revision of Interim Financial Information (unaudited) for further discussion.

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NOTES TO THE COMBINED FINANCIAL STATEMENTS (continued)

Acquisition Accounting

The Company accounts for business combinations using the acquisition method of accounting. Under this method, the acquiring company records the assets acquired, including intangible assets that can be identified and named, and liabilities assumed based on their estimated fair values at the date of acquisition. The purchase price in excess of the fair value of the identifiable assets acquired and liabilities assumed is recorded as goodwill. If the assets acquired, net of liabilities assumed, are greater than the purchase price paid, then a bargain purchase has occurred and the Company will recognize the gain immediately in earnings. Among sources of relevant information, the Company may use independent appraisals and actuarial or other valuations to assist in determining the estimated fair values of the assets and liabilities. Various assumptions are used in the determination of these estimated fair values including discount rates, market and volume growth rates, expected royalty rates, earnings before interest, taxes, depreciation and amortization ("EBITDA") margins and other prospective financial information. Transaction costs associated with acquisitions are expensed as incurred.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and highly liquid investments with an original maturity of three months or less.

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents includes cash and cash equivalents that are not readily available for the Company's normal disbursements. Restricted cash and cash equivalents are restricted for the purchase of revenue earning equipment and the Company's Like-Kind Exchange Program ("LKE Program"). These funds are primarily held in highly rated money market funds with investments primarily in government and corporate obligations.

Concentration of Credit Risk

The Company's cash and cash equivalents are invested in various investment grade institutional money market accounts and bank term deposits. Deposits held at banks may exceed the amount of insurance provided on such deposits. Generally, these deposits may be redeemed upon demand and are maintained with financial institutions with reputable credit and therefore bear minimal credit risk. The Company seeks to mitigate such risks by spreading the risk across multiple counterparties and monitoring the risk profiles of these counterparties. In addition, the Company has credit risk from financial instruments used in hedging activities. The Company limits its exposure relating to financial instruments by diversifying the financial instruments among various counterparties, which consist of major financial institutions.

No single customer accounted for more than 3% of the Company's rental revenues during the years ended December 31, 2015, 2014, and 2013. As of December 31, 2015 and 2014, no single customer accounted for more than 3% of accounts receivable.

Receivables

Receivables are stated net of allowances and represent credit extended to manufacturers and customers that satisfy defined credit criteria. The estimate of the allowance for doubtful accounts is based on the Company's historical experience and its judgment as to the likelihood of ultimate collection. Actual receivables are written-off against the allowance for doubtful accounts when the Company determines the balance will not be collected. Estimates for future credit memos are based on historical experience and are reflected as reductions to revenue, while bad debt expense is reflected as a component of "Selling, general and administrative expenses" in the Company's combined statements of operations.

Inventory

Inventory consists of new equipment, supplies, tools, parts, fuel and related supply items. Inventory is stated at the lower of cost or market. Cost is determined by inventory type on the average method.

Revenue Earning Equipment

Revenue earning equipment is stated at cost, net of related discounts, with holding periods ranging from 24 to 108 months. Generally, when revenue earning equipment is acquired, the Company estimates the period that it will hold the asset, primarily based on historical measures of the amount of rental activity (e.g. equipment usage) and the targeted age of equipment at the time of disposal. The Company also estimates the residual value of the applicable revenue earning equipment at the expected time of disposal. The residual value for rental equipment is affected by factors which include equipment age and amount of usage. Depreciation is recorded over the estimated holding period. Depreciation rates are reviewed on a quarterly basis based on management's ongoing assessment of present and estimated future market conditions, their effect on residual values at the time of disposal and the estimated holding periods. Market conditions for used equipment sales can also be affected by external

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factors such as the economy, natural disasters, fuel prices and incentives offered by manufacturers of new equipment. These key factors are considered when estimating future residual values and assessing depreciation rates. As a result of this ongoing assessment, the Company makes periodic adjustments to depreciation rates of revenue earning equipment in response to changed market conditions. For certain equipment at or nearing the end of its useful life, the Company has considered the option of refurbishing the equipment as an alternative to replacing it based upon the economics of each alternative. Refurbishment costs that extend the useful life of the asset are capitalized and amortized over the remaining useful life of the asset.

During 2014, the Company decided to sell certain revenue earning equipment which has been categorized as held for sale. As a result, the Company determined the fair value of these assets and recorded an impairment charge of \$9.6 million.

Property and Equipment

Property and equipment are stated at cost and are depreciated utilizing the straight-line method over the estimated useful lives of the related assets. Leasehold improvements are amortized over the estimated useful lives of the related assets or leases, whichever is shorter. Useful lives are as follows:

Buildings	8 to 33 years
Furniture and fixtures	4 to 10 years
Service cars and service equipment	3 to 13 years
Leasehold improvements	The lesser of the economic life or the lease term

The Company follows the practice of charging routine maintenance and repairs, including the cost of minor replacements, to maintenance expense. Costs of major replacements are capitalized and depreciated.

Public Liability and Property Damage

The obligation for public liability and property damage on self-insured U.S. and international equipment represents an estimate for both reported accident claims not yet paid, and claims incurred but not yet reported. The related liabilities are recorded on a non-discounted basis. Reserve requirements are based on actuarial evaluations of historical accident claim experience and trends, as well as future projections of ultimate losses, expenses, premiums and administrative costs. The adequacy of the liability is regularly monitored based on evolving accident claim history and insurance-related state legislation changes. If the Company's estimates change or if actual results differ from these assumptions, the amount of the recorded liability is adjusted to reflect these results.

Defined Benefit Pension Plans and Other Employee Benefits

The Company's employee pension costs and obligations are developed from actuarial valuations. Inherent in these valuations are key assumptions, including discount rates, salary growth, long-term return on plan assets, retirement rates, mortality rates and other factors. The selection of assumptions is based on historical trends and known economic and market conditions at the time of valuation, as well as independent studies of trends performed by actuaries. However, actual results may differ substantially from the estimates that were based on the critical assumptions. The Company uses a December 31 measurement date for all of the plans.

Actual results that differ from the Company's assumptions are accumulated and amortized over future periods and, therefore, generally affect its recognized expense in such future periods. While management believes that the assumptions used are appropriate, significant differences in actual experience or significant changes in assumptions would affect the Company's pension costs and obligations.

The Company maintains reserves for employee medical claims, up to its insurance stop-loss limit, and workers' compensation claims. These are regularly evaluated and revised, as needed, based on a variety of information, including historical experience, actuarial estimates and current employee statistics.

Restructuring

Business restructuring charges include (i) one-time termination benefits related to employee separations, (ii) contract terminations costs, and/or (iii) other costs associated with exit or disposal activities including, but not limited to, costs for consolidating or closing facilities and relocating employees and are recognized at fair value when management has committed to a restructuring plan.

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Foreign Currency Translation and Transactions

Assets and liabilities of international subsidiaries whose functional currency is the local currency are translated at the rate of exchange in effect on the balance sheet date; income and expenses are translated at the average exchange rates throughout the year. The related translation adjustments are reflected in "Accumulated other comprehensive income (loss)" in the equity section of the Company's combined balance sheets. Foreign currency gains and losses resulting from transactions are included in earnings.

Financial Instruments

The Company is exposed to a variety of market risks, including the effects of changes in gasoline and diesel fuel prices and foreign currency exchange rates. The Company manages exposure to these market risks through ongoing processes to monitor the impact of market changes and, when deemed appropriate, through the use of financial instruments. Financial instruments are viewed as risk management tools and have not been used for speculative or trading purposes. The Company accounts for all derivatives in accordance with U.S. GAAP, which requires that they be recorded on the balance sheet as either assets or liabilities measured at their fair value. For financial instruments that are designated and qualify as hedging instruments, the Company designates the hedging instrument, based upon the exposure being hedged, as either a fair value hedge or a cash flow hedge. The effective portion of changes in fair value of financial instruments designated as cash flow hedging instruments is recorded as a component of other comprehensive income (loss). Amounts included in accumulated other comprehensive income (loss) for cash flow hedges are reclassified into earnings in the same period that the hedged item is recognized in earnings. The ineffective portion of changes in the fair value of financial instruments designated as cash flow hedges is recognized currently in earnings within the same line item as the hedged item, based upon the nature of the hedged item. For financial instruments that are not part of a qualified hedging relationship, the changes in their fair value are recognized currently in earnings.

Goodwill and Indefinite Lived Intangible Assets

On an annual basis and at interim periods when circumstances require, the Company tests the recoverability of its goodwill. The Company utilizes the two-step impairment analysis and elects not to use the qualitative assessment or "Step Zero" approach. In the two-step impairment analysis, the Company compares the carrying value of each identified reporting unit to its fair value. If the carrying value of the reporting unit is greater than its fair value, the second step is performed, where the implied fair value of goodwill is compared to its carrying value. The Company recognizes an impairment charge for the amount by which the carrying amount of goodwill exceeds its implied fair value. The fair values of the reporting units are estimated using the net present value of discounted cash flows generated by each reporting unit and incorporate various assumptions related to discount and growth rates specific to the reporting unit to which they are applied. The Company's discounted cash flows are based upon reasonable and appropriate assumptions, which are weighted for their likely probability of occurrence, about the underlying business activities of the Company's reporting units.

Indefinite-lived intangible assets, primarily trademarks, are not amortized but are evaluated annually for impairment and whenever events or changes in circumstances indicate that the carrying amount of this asset may exceed its fair value. If the carrying value of an indefinite-lived intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.

Finite Lived Intangible and Long-Lived Assets

Intangible assets include customer relationships, technology, trademarks and trade-names and other intangibles. Intangible assets with finite lives are amortized using the straight-line method over the estimated economic lives of the assets, which range from two to fifteen years. Long-lived assets, including intangible assets with finite lives, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of an impairment loss for long-lived assets that management expects to hold and use is based on the estimated fair value of the asset. Long-lived assets to be disposed of are reported at the lower of carrying amount or estimated fair value less costs to sell.

Revenue Recognition

Equipment rental revenue includes revenues generated from renting equipment to customers and is recognized on a straight-line basis over the length of the rental contract. Also included in equipment rental revenue are fees for equipment delivery and pick-up and fees for loss damage waivers which allows customers to limit the risk of financial loss in the event the Company's equipment is damaged or lost. Delivery and pick-up fees are recognized as revenue when the services are performed and fees related to loss damage waivers are recognized over the length of the contract term.

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Revenues from the sale of revenue earning equipment, new equipment, parts and supplies are recognized at the time the customer takes possession, when collectability is reasonably assured and when all obligations under the sales contract have been fulfilled. Sales tax amounts collected from customers are recorded on a net basis.

The Company generally recognizes revenue from the sale of new equipment purchased from other companies based on the gross amount billed as the Company establishes its own pricing and retains related inventory risk, is the primary obligor in sales transactions with its customers, and assumes the credit risk for amounts billed to its customers.

Service and other revenue is recognized as the services are performed.

Asset Retirement Obligations

The Company maintains a liability for asset retirement obligations. Asset retirement obligations are legal obligations to perform certain activities in connection with the retirement, disposal or abandonment of long-lived assets. The Company's asset retirement obligations are primarily related to the removal of underground gasoline storage tanks and the restoration of its rental facilities. The asset retirement obligations are measured at discounted fair values at the time the liability is incurred. Accretion expense is recognized as an operating expense using the credit-adjusted risk-free interest rate in effect when the liability was recognized. The associated asset retirement obligations are capitalized as part of the carrying amount of the long-lived asset and depreciated over the estimated remaining useful life of the asset.

Advertising

Advertising and sales promotion costs are expensed the first time the advertising or sales promotion takes place. Advertising costs are reflected as a component of "Selling, general and administrative" in the Company's combined statements of operations. For the years ended December 31, 2015, 2014, and 2013, advertising costs were \$2.9 million, \$3.3 million and \$4.9 million, respectively.

Stock Based Compensation

The Company's employees are generally eligible to participate in the stock-based compensation plans of Hertz Holdings. Under these plans, certain employees have received grants of restricted stock units, performance stock units and stock options for Hertz Holdings common stock. Additionally, all eligible employees of the Company are provided the opportunity to participate in Hertz Holdings' employee stock purchase plan.

The Company measures the cost of employee services received in exchange for an award of equity instruments based on the grant date fair value of the award. That cost is recognized over the period during which the employee is required to provide service in exchange for the award. The Company has estimated the fair value of options issued at the date of grant using a Black-Scholes option-pricing model, which includes assumptions related to volatility, expected life, dividend yield and risk-free interest rate.

The Company accounts for restricted stock unit and performance stock unit awards as equity classified awards. For restricted stock units, the expense is based on the grant-date fair value of the stock and the number of shares that vest, recognized over the service period. For performance stock units, the expense is based on the grant-date fair value of the stock, recognized over a two to four year service period depending upon the applicable performance condition. For performance stock units, the Company re-assesses the probability of achieving the applicable performance condition each reporting period and adjusts the recognition of expense accordingly.

Income Taxes

The Company's operations are subject to U.S. federal, state and local, and foreign income taxes, portions of which have historically been included in the Hertz Holdings consolidated U.S. federal income tax return, along with certain state and local and foreign income tax returns. In preparing its combined financial statements, the Company has determined the tax provision for those operations that are included in the Hertz Holdings consolidated tax return on a separate company return basis, assuming that the Company had filed on a stand-alone basis separate from Hertz Holdings ("Separate Return Basis").

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The current and deferred tax related balances and related tax carry forwards reflected in the Company's combined financial statements have been determined on a Separate Return Basis, as a result, the tax balances and carry forwards on the Company's tax returns post Spin-Off, including net operating losses and tax credits, will be different from those reflected in the combined financial statements. In addition, as a consequence of the Company's inclusion in the Hertz Holdings' consolidated income tax returns, it is severally liable, with other members of the consolidated group, for any additional taxes that may be assessed. There are no unrecognized tax benefits based on the HERC operations reflected in these combined financial statements.

A Like-Kind Exchange Program for HERC has been in place for several years. Pursuant to the program, we dispose of equipment and acquire replacement equipment in a form intended to allow such dispositions and replacements to qualify as tax-deferred "like-kind exchanges" pursuant to section 1031 of the Internal Revenue Code. The program has resulted in deferral of federal and state income taxes in prior years. The program allows tax deferral if a qualified replacement asset is acquired within a specific time period after asset disposal. Accordingly, if a qualified replacement asset is not purchased within this limited time period, taxable gain is recognized. We cannot offer assurance that the expected tax deferral will continue or that the relevant law concerning the programs will remain in its current form.

The Company applies the provisions of FASB ASC Topic 740, Income Taxes ("ASC 740"), and computes the provision for income taxes on a Separate Return Basis. Under ASC 740, deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The effect of a change in tax rates is recognized in the statement of operations in the period that includes the enactment date. The Company records a valuation allowance to reduce its deferred tax assets to the amount that is more likely than not to be realized. Subsequent changes to enacted tax rates and changes to the global mix of earnings will result in changes to the tax rates used to calculate deferred taxes and any related valuation allowances. Provisions are not made for income taxes on undistributed earnings of international subsidiaries that are intended to be indefinitely reinvested outside of the United States or are expected to be remitted free of taxes. Future distributions, if any, from these international subsidiaries to the United States or changes in U.S. tax rules may require a charge to reflect tax on these amounts.

In accordance with ASC 740, the Company recognizes, in its combined financial statements, the impact of the Company's tax positions that are more likely than not to be sustained upon examination based on the technical merits of the positions. The Company recognizes interest and penalties for uncertain tax positions in income tax expense.

Recently Issued Accounting Pronouncements

Adopted

Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity

In April 2014, the Financial Accounting Standards Board ("FASB") issued guidance that changes the criteria for reporting discontinued operations. As a result of this guidance, only disposals of a component that represent a strategic shift that have, or will have, a major effect on the Company's operations and financial results will be reported as a discontinued operation. Expanded disclosures are required for discontinued operations and for individually significant components that do not qualify for discontinued operations reporting. The Company adopted this guidance on January 1, 2015 in accordance with the effective date. Adoption of this new guidance did not impact the Company's financial position, results of operations or cash flows.

Balance Sheet Classification of Deferred Taxes

In November 2015, the FASB issued guidance that requires that deferred tax liabilities and assets be classified as non-current in the balance sheet. We early adopted this guidance retrospectively during the fourth quarter of 2015. As a result of adopting this guidance, total assets and total liabilities as of December 31, 2014 decreased as discussed below.

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The impact of adopting the above guidance as of December 31, 2014 was as follows (in millions):

	Deferred tax current assets	Total current assets	Other long- term assets	Total assets	Deferred taxes current liabilities	Total current liabilities	Deferred tax long-term liabilities	Total liabilities
As previously reported	\$ 28.0	\$ 509.4	\$ 14.7	\$ 3,642.0	\$ 2.7	\$ 761.6	\$ 741.2	\$ 1,936.7
Adjust to long-term	(28.0)	(28.0)	(2.7)	(30.7)	(2.7)	(2.7)	(28.0)	(30.7)
As adjusted	\$ —	\$ 481.4	\$ 12.0	\$ 3,611.3	\$ —	\$ 758.9	\$ 713.2	\$ 1,906.0

Not Yet Adopted

Revenue from Contracts with Customers

In May 2014, the FASB issued guidance that will replace most existing revenue recognition guidance in U.S. GAAP. The new guidance applies to all contracts with customers except for leases, insurance contracts, financial instruments, certain nonmonetary exchanges and certain guarantees. The core principle of the guidance is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. The new principles-based revenue recognition model requires an entity to perform five steps: 1) identify the contract(s) with a customer, 2) identify the performance obligations in the contract, 3) determine the transaction price, 4) allocate the transaction price to the performance obligations in the contract, and 5) recognize revenue when (or as) the entity satisfies a performance obligation. Under the new guidance, performance obligations in a contract will be separately identified, which may impact the timing of recognition of the revenue allocated to each obligation. The measurement of revenue recognized may also be impacted by identification of new performance obligations and other provisions, such as collectability and variable consideration. Also, additional disclosures are required about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. The new guidance may be adopted on either a full or modified retrospective basis. As issued, the guidance is effective for annual reporting periods beginning after December 15, 2016, including interim periods within those reporting periods. In July 2015, the FASB agreed to defer the effective date of the guidance until annual and interim reporting periods beginning after December 15, 2017. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial condition, results of operations and cash flows.

Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could be Achieved after the Requisite Service Period

In June 2014, the FASB issued guidance that requires that a performance target in a share-based payment award that affects vesting and that can be achieved after the requisite service period is completed is to be accounted for as a performance condition; therefore, compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved, and the amount of compensation cost recognized should be based on the portion of the service period fulfilled. The guidance is effective either prospectively or retrospectively for annual periods beginning after December 15, 2015 and interim periods within those annual periods. The Company has assessed the potential impacts from adoption of this guidance and has determined that there will be no impact on its financial condition, results of operations and cash flows.

Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items

In January 2015, the FASB issued guidance that eliminates the concept of an event or transaction that is unusual in nature and occurs infrequently being treated as an extraordinary item. The guidance is effective for annual periods beginning after December 15, 2015 and interim periods within those annual periods. The Company has assessed the potential impacts from future adoption of this guidance and has determined that there will be no impact on its financial position, results of operations and cash flows.

Amendments to the Consolidation Analysis

In February 2015, the FASB issued guidance that changes the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. The new guidance may be applied using a full or modified retrospective approach. The guidance is effective for annual periods beginning after December 15, 2015 and interim periods within those annual periods. The Company has assessed the potential impacts from future adoption of this guidance and has determined that there will not be a material impact on its financial position, results of operations and cash flows.

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Simplifying the Presentation of Debt Issuance Costs

In April 2015, the FASB issued guidance requiring debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability. In August 2015, the FASB issued guidance clarifying that debt issuance costs related to line-of-credit arrangements may be deferred and presented as an asset. The guidance is effective retrospectively for annual periods beginning after December 15, 2015 and interim periods within those annual periods. This guidance will require the Company to reclassify its debt issuance costs associated with its debt other than line-of-credit and other revolving debt arrangements on its consolidated balance sheets from “prepaid expenses and other assets” to “debt” on a retrospective basis. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial condition. The new guidance will not affect the Company’s results of operations or cash flows.

Customer’s Accounting for Fees Paid in a Cloud Computing Arrangement

In April 2015, the FASB issued guidance for customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. This new guidance is effective for annual periods, including interim periods within those annual periods, beginning after December 15, 2015. The Company has assessed the potential impacts from adoption of this guidance and has determined that there will be no impact on its financial position, results of operations and cash flows.

Simplifying the Subsequent Measurement of Inventory

In July 2015, the FASB issued guidance that requires inventory to be measured at the lower of cost and net realizable value, excluding inventory measured using the last-in, first-out method or the retail inventory method. Net realizable value is defined as the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Current guidance requires inventory to be measured at the lower of cost or market. This guidance is effective prospectively for annual periods beginning after December 15, 2016 and interim periods within those annual periods. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

Simplifying the Accounting for Measurement Period Adjustments for Business Combinations

In September 2015, the FASB issued guidance that requires adjustments to provisional amounts during the measurement period of a business combination to be recognized in the reporting period in which the adjustments are determined, rather than retrospectively. The guidance is effective prospectively for annual periods beginning after December 15, 2015 and interim periods within those annual periods. The Company has assessed the potential impacts from adoption of this guidance and has determined that there will be no impact on its financial position, results of operations and cash flows.

Recognition and Measurement of Financial Assets and Financial Liabilities

In January 2016, the FASB issued guidance that makes several changes to the accounting for financial assets and liabilities, including, among other things, a requirement to measure most equity investments at fair value with changes in fair value recognized in net income (with the exception of investments that are consolidated or accounted for using the equity method or a fair value practicability exception), and amends certain disclosure requirements related to fair value measurements and financial assets and liabilities. This guidance is effective for annual periods beginning after December 15, 2017 and interim periods within those annual periods using a modified retrospective transition method for most of the requirements. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

Leases

In February 2016, the FASB issued guidance that replaces the existing lease guidance. The new guidance establishes a right-of-use (“ROU”) model that requires a lessee to record a ROU asset and lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. This guidance also expands the requirements for lessees to record leases embedded in other

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arrangements and the required quantitative and qualitative disclosures surrounding leases. Accounting guidance for lessors is largely unchanged. This guidance is effective for annual periods beginning after December 15, 2018 and interim periods within those annual periods using a modified retrospective transition approach. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

Simplifying the Transition to the Equity Method of Accounting

In March 2016, the FASB issued guidance that eliminates the requirement to apply the equity method of accounting retrospectively when significant influence over a previously held investment is obtained. Rather, the guidance requires the investor to add the cost of acquiring the additional interest in the investee to the current basis of the investor's previously held interest and adopt the equity method of accounting as of the date the investment becomes qualified for equity method of accounting. This guidance is effective prospectively for annual periods beginning after December 15, 2016 and interim periods within those annual periods. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

Amendment to Stock Compensation Accounting to Simplify Tax Consequences, Classification of Awards

In March 2016, the FASB issued guidance that simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. The guidance, which requires different transition requirements for the each amendment, is effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The Company is in the process of assessing the potential impacts of the adopting this guidance on its financial position, results of operations and cash flows.

Note 3 - Revenue Earning Equipment

Revenue earning equipment consists of the following (in millions):

	December 31, 2015	December 31, 2014
Revenue earning equipment	\$ 3,526.2	\$ 3,574.4
Less accumulated depreciation	(1,143.7)	(1,146.5)
Revenue earning equipment, net	<u>\$ 2,382.5</u>	<u>\$ 2,427.9</u>

Depreciation of revenue earning equipment includes the following (in millions):

	Years Ended December 31,		
	2015	2014	2013
Depreciation of revenue earning equipment	<u>\$ 343.7</u>	<u>\$ 340.0</u>	<u>\$ 325.3</u>

Depreciation rates are reviewed on a regular basis based on management's ongoing assessment of present and estimated future market conditions, their effect on residual values at the time of disposal and estimated holding periods. The impact of depreciation rate changes during the years ended December 31, 2015, 2014, and 2013 was an increase (decrease) in expense of \$1.9 million, \$0.0 million and \$(1.0) million, respectively.

The capitalized cost of refurbishing revenue earning equipment for the years ended December 31, 2015, 2014, and 2013 were \$40.1 million, \$45.5 million and \$25.3 million, respectively.

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Note 4 - Property and Equipment

Property and equipment consists of the following (in millions):

	December 31, 2015	December 31, 2014
Land and buildings	\$ 108.0	\$ 115.6
Service vehicles	207.5	200.3
Leasehold improvements	56.7	60.1
Machinery and equipment	22.5	28.4
Computer equipment	32.4	30.2
Furniture and fixtures	4.0	5.8
Construction in progress	11.3	24.1
Property and equipment, at cost	442.4	464.5
Less accumulated depreciation and amortization	(195.8)	(199.0)
Property and equipment, net	<u>\$ 246.6</u>	<u>\$ 265.5</u>

Depreciation expense for the years ended December 31, 2015, 2014, and 2013 was \$39.6 million, \$36.3 million and \$28.3 million, respectively. Depreciation expense for property and equipment is included in "Direct operating" and "Selling, general and administrative expenses" in the Company's combined statements of operations.

Note 5 - Goodwill and Other Intangible Assets

At October 1, 2015 and 2014, the Company performed its annual goodwill impairment test and determined that no impairment existed for the years ended December 31, 2015 or 2014.

The following summarizes the changes in the Company's goodwill (in millions):

	Years Ended December 31,	
	2015	2014
Balance at the beginning of the period		
Goodwill	\$ 770.0	\$ 770.4
Accumulated impairment losses	(674.9)	(674.9)
	95.1	95.5
Sale of France and Spain operations	(4.4)	—
Other changes during the year ^(a)	0.3	(0.4)
	(4.1)	(0.4)
Balance at the end of the period		
Goodwill	765.9	770.0
Accumulated impairment losses	(674.9)	(674.9)
	<u>\$ 91.0</u>	<u>\$ 95.1</u>

(a) Includes changes resulting from the translation of foreign currencies at different exchange rates from the beginning of the period to the end of the period.

As of October 1, 2015 and 2014, the Company performed its annual impairment test of indefinite-lived intangible assets and determined that the respective carrying values did not exceed their estimated fair values, therefore no impairment existed.

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Other intangible assets, net, consisted of the following major classes (in millions):

	December 31, 2015		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets:			
Customer-related	\$ 354.5	\$ (344.0)	\$ 10.5
Other ^(a)	35.0	(11.0)	24.0
Total	389.5	(355.0)	34.5
Indefinite-lived intangible assets:			
Trade name	266.0	—	266.0
Total other intangible assets, net	\$ 655.5	\$ (355.0)	\$ 300.5

	December 31, 2014		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets:			
Customer-related	\$ 355.7	\$ (310.4)	\$ 45.3
Other ^(a)	28.3	(10.2)	18.1
Total	384.0	(320.6)	63.4
Indefinite-lived intangible assets:			
Trade name	266.0	—	266.0
Total other intangible assets, net	\$ 650.0	\$ (320.6)	\$ 329.4

(a) Other amortizable intangible assets primarily consist of non-compete agreements and internally developed software.

Amortization of other intangible assets for the years ended December 31, 2015, 2014 and 2013 was approximately \$37.6 million, \$38.8 million and \$40.6 million, respectively. Based on our amortizable assets as of December 31, 2015, we expect amortization expense to be approximately \$4.5 million in 2016, \$3.1 million in 2017, \$2.2 million in 2018, \$1.4 million in 2019, \$1.3 million in 2020 and \$22.0 million thereafter.

Note 6 - Divestitures

On October 30, 2015, after negotiations with a third party, the Company sold its HERC France and Spain operations comprised of 60 locations in France and two in Spain and realized a gain on the sale in the amount of \$50.9 million that was recorded in "Other (income) expense, net" in the Company's statements of operations. A portion of the gain, \$41.6 million, represents the release of currency translation adjustments from accumulated other comprehensive loss with the remainder of the gain attributable to the assets and liabilities sold.

Note 7 - Debt

Financial debt, including the short term portion, consists of the following (in millions):

Facility	Weighted Average Interest Rate at December 31, 2015	Fixed or Floating Interest Rate	Maturity	December 31, 2015	December 31, 2014
Senior ABL Facility ^(a)	N/A	N/A	N/A	\$ —	\$ 343.6
Capitalized Leases	3.8%	Fixed	2016-2020	63.5	73.5
Total debt				63.5	417.1
Less: current maturities				(10.2)	(10.6)
Long-term debt				\$ 53.3	\$ 406.5

(a) A portion of this debt is denominated in a foreign currency.

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Senior ABL Facility

In March 2011, HERC and THC, as co-borrowers, and certain of their subsidiaries entered into a credit agreement that initially provided for aggregate maximum borrowings of \$1,800 million (subject to borrowing base availability) on a revolving basis under an asset-based revolving credit facility, or as amended, the "Senior ABL Facility." Up to \$1,500 million of the Senior ABL Facility was initially available for the issuance of letters of credit, subject to certain conditions including issuing lender participation. Subject to the satisfaction of certain conditions and limitations, the Senior ABL Facility allows for the addition of incremental revolving and/or term loan commitments.

In July 2013, the Company increased the aggregate maximum borrowings under the Senior ABL Facility by \$65 million (subject to borrowing base availability).

In October 2014, THC entered into an agreement to amend certain terms of the Senior ABL Facility. The amendment, among other things (i) extended the commitment period of \$1,668 million of aggregate maximum borrowing capacity under the Senior ABL Facility to March 2017, with the remaining \$197 million of aggregate maximum borrowing capacity under the Senior ABL Facility, expiring, as previously scheduled, in March 2016 and (ii) provided for an increase in aggregate maximum borrowing capacity under the Senior ABL Facility of \$235 million, such that (a) prior to March 2016, aggregate maximum borrowing capacity will be \$2,100 million and (b) after March 2016, aggregate maximum borrowing capacity will be \$1,903 million (in each case, subject to borrowing base availability).

The lenders under the Senior ABL Facility have been granted a security interest in substantially all of the tangible and intangible assets of THC, HERC and the co-borrowers and guarantors under that facility, including pledges of the stock of certain of their respective U.S. subsidiaries (subject, in each case, to certain exceptions, including certain THC revenue earning equipment). The Senior ABL Facility permits the incurrence of future indebtedness secured on a basis either equal to or subordinated to the liens securing the Senior ABL Facility or on an unsecured basis.

Covenants in the Senior ABL Facility restrict payment of cash dividends to any parent of THC, including Hertz Holdings, except in an aggregate amount, taken together with certain investments, acquisitions and optional prepayments, not to exceed \$200 million. THC may also pay additional cash dividends under the Senior ABL Facility so long as, among other things, (a) no specified default then exists or would arise as a result of making such dividends, (b) there is at least \$200 million of liquidity under the Senior ABL Facility after giving effect to the proposed dividend, and (c) either (i) if such liquidity is less than \$400 million immediately after giving effect to the making of such dividends, THC is in compliance with a specified fixed charge coverage ratio, or (ii) the amount of the proposed dividend does not exceed the sum of (x) 1% of tangible assets plus (y) a specified available amount determined by reference to, among other things, 50% of net income from January 1, 2011 to the end of the most recent fiscal quarter for which financial statements of THC are available plus (z) a specified amount of certain equity contributions made to THC.

Convertible Senior Notes

The 5.25% Convertible Senior Notes due June 2014 were issued by Hertz Holdings and were convertible by holders into shares of its common stock, cash or a combination of cash and shares of its common stock, as elected by Hertz Holdings, initially at a conversion rate of 120.6637 shares per \$1,000 principal amount of notes, subject to adjustment.

In January 2013, a conversion right was triggered because the Hertz Holdings' closing common stock price per share exceeded \$10.77 for at least 20 trading days during the 30 consecutive trading day period ending on December 31, 2012.

In August 2013, Hertz Holdings entered into privately negotiated agreements with certain holders of approximately \$390 million in aggregate principal amount of its Convertible Senior Notes providing for conversion at a rate of 120.6637 shares of Hertz Holdings' common stock for each \$1,000 in principal amount of Convertible Senior Notes (with cash delivered in lieu of any fractional shares), which resulted in Hertz Holdings issuing an aggregate of approximately 47.1 million shares of its common stock, paying cash premiums of approximately \$12 million and incurring a loss on extinguishment of debt of \$27.5 million which was recorded in "Other (income) expense, net."

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In January 2014, another conversion right on its Convertible Senior Notes was triggered and in May 2014, substantially all of the Convertible Senior Notes were exchanged for 10.1 million shares of its common stock. The Convertible Senior Notes that were not previously converted matured in June 2014 and there are no longer any Convertible Senior Notes outstanding.

The debt has a weighted-average interest rate of approximately 0.0% and 2.8% as of December 31, 2015 and 2014, respectively.

Maturities

The aggregate amounts of maturities of debt for each of the twelve-month periods ending December 31 are as follows (in millions):

2016	\$	10.2
2017		10.6
2018		15.3
2019		18.3
2020		9.1
After 2020		—

Waivers

Due to the Hertz Holdings and subsidiaries' accounting restatement, investigation and remediation activities, Hertz Holdings failed to file certain quarterly and annual reports and certain of its subsidiaries failed to file statutory financial statements within certain time periods set forth in the documentation of various of its (and/or its special purpose subsidiaries') financing facilities which resulted in the occurrence of various potential and/or actual defaults and potential amortization events under certain of such financing facilities.

In May 2014, the Company obtained a waiver effective through June 15, 2014 from the requisite lenders under the Senior ABL Facility to waive the aforementioned events, as well as similar events that could arise from any restatement of annual and quarterly financial statements previously delivered by the Company and/or certain of its subsidiaries under such facilities, and provided the required notices to the various lenders. In June 2014, the Company obtained an extension of such waiver, effective through November 14, 2014. In connection with certain refinancings consummated on October 31, 2014, the Company obtained a further extension of such waiver through June 30, 2015. In June 2015, the Company obtained an extension of such previously obtained waivers under the Senior ABL Facility.

On July 16, 2015, the Company filed its 2014 Form 10-K and its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015. As a result, any potential and/or actual defaults under the Senior ABL Facility ceased to exist and were deemed to have been cured for all purposes of the related transaction documents.

Financial Covenant Compliance

Under the terms of its Senior ABL Facility, the Company is not subject to ongoing financial maintenance covenants; however, failure to maintain certain levels of liquidity will subject the Company to a contractually specified fixed charge coverage ratio of not less than 1:1 for the four quarters most recently ended. As of December 31, 2015, the Company was not subject to the fixed charge coverage ratio test.

Note 8 - Employee Retirement Benefits

THC sponsors certain U.S. defined benefit and defined contribution plans covering substantially all U.S. employees. Additionally, THC has non-U.S. defined benefit and defined contribution plans covering eligible non-U.S. employees. Postretirement benefits, other than pensions, provide healthcare benefits, and in some instances, life insurance benefits for certain eligible retired employees.

Qualified U.S. employees of the Company, after completion of specified periods of service, are eligible to participate in The Hertz Corporation Account Balance Defined Benefit Pension Plan, ("Hertz Retirement Plan"), a cash balance plan. Under this qualified Hertz Retirement Plan, the Company pays the entire cost and employees are not required to contribute. Some of the Company's international subsidiaries have defined benefit retirement plans or participate in various insured or multiemployer

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plans. In certain countries, when the subsidiaries make the required funding payments, they have no further obligations under such plans.

Effective December 31, 2014, the Hertz Retirement Plan was amended to permanently discontinue future benefit accruals and participation under the plan for non-union employees. The Company anticipates that, while compensation credits will no longer be provided under the Hertz Retirement Plan after 2014 for affected participants, interest credits will continue to be credited on existing participant account balances under the plan until benefits are distributed and service will continue to be recognized for vesting and retirement eligibility requirements.

In connection with the freezing of the Hertz Retirement Plan, the Company plans to increase employer contributions into the qualified 401(k) savings plan (the "401(k) Plan") that is sponsored by THC. Effective January 1, 2015, eligible participants under the 401(k) Plan will receive a matching employer contribution to their 401(k) Plan account equal to (i) 100% of the first 3% of employee contributions made by such participant and (ii) 50% of the next 2% of employee contributions, with the total amount of such matching employer contribution to be completely vested, subject to applicable limits under the United States Internal Revenue Code. Certain eligible participants under the 401(k) Plan also will receive additional employer contribution amounts to their 401(k) Plan account depending on their years of service and age. The Company reserves the right to change its benefit offerings, at any time, at its discretion.

On October 22, 2014, THC amended two non-qualified, unfunded pension plans. These two plans are The Hertz Corporation Benefit Equalization Plan, or "BEP," and The Hertz Corporation Supplemental Executive Retirement Plan, or "SERP II." Effective as of December 31, 2014, THC permanently discontinued future benefit accruals and participation under the BEP and the SERP II. Service will continue to be recognized for vesting and retirement eligibility requirements under the BEP and SERP II.

Effective January 1, 2014, the Hertz Retirement Plan was amended to provide a maximum annual compensation credit equal to 5% of eligible compensation paid to all plan members who are hired or rehired before January 1, 2014, unless as of December 31, 2013 the member has at least 120 months of continuous service, in which case the member continues with an annual credit of 6.5%. All Hertz employees who are hired on or after January 1, 2014 were eligible for a flat 3% annual compensation credit, regardless of the member's number of months of continuous service.

THC also sponsors postretirement health care and life insurance benefits for a limited number of employees with hire dates prior to January 1, 1990. The postretirement health care plan is contributory with participants' contributions adjusted annually. An unfunded liability is recorded. THC also has a key officer postretirement car benefit plan that provides the use of a vehicle for retired Executive Vice Presidents and above who have a minimum of 20 years of service and who retired at age 58 or above. The assigned car benefit is available for 15 years postretirement or until the participant reaches the age of 80, whichever occurs last.

Many of the plans covering the Company's employees also cover employees of other THC subsidiaries. For each of these plans, the Company has recorded its portion of the expense and the related obligations which have been actuarially determined and assets have been allocated proportionally. The contribution amounts for periods prior to the Spin-Off were determined in total for each of the plans and allocated to the Company based on the accumulated benefit obligation. In conjunction with the contemplated Spin-Off, these plans will be legally separated and the assets, if any, allocated based on the applicable requirements in the jurisdiction.

The following table details information regarding the Company's portion of the funded status and the net periodic pension cost of the Hertz Retirement Plan, other postretirement benefit plans including health care and life insurance plans covering domestic ("U.S.") employees and the retirement plans for international operations ("Non-U.S."), together with amounts included in the Company's combined balance sheets and statements of operations (in millions):

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	Pension Benefits				Postretirement	
	U.S.		Non-U.S.		Benefits (U.S.)	
	2015	2014	2015*	2014	2015	2014
Change in Benefit Obligation						
Benefit obligation at January 1	\$ 144.9	\$ 132.5	\$ —	\$ 1.8	\$ 0.9	\$ 1.0
Service cost	0.1	5.4	—	0.1	—	—
Interest cost	5.6	6.2	—	0.1	—	—
Employee contributions	—	—	—	—	0.1	0.1
Plan curtailments	(0.2)	(9.5)	—	—	—	—
Plan settlements	(1.4)	—	—	—	—	—
Benefits paid	(6.1)	(4.5)	—	(0.1)	(0.1)	(0.1)
Foreign exchange translation	—	—	—	(0.2)	—	—
Net transfer ⁽¹⁾	4.4	—	—	—	0.1	—
Actuarial loss (gain)	(4.3)	14.8	—	0.3	—	(0.1)
Benefit obligation at December 31	<u>\$ 143.0</u>	<u>\$ 144.9</u>	<u>\$ —</u>	<u>\$ 2.0</u>	<u>\$ 1.0</u>	<u>\$ 0.9</u>
Change in Plan Assets						
Fair value of plan assets at January 1	\$ 130.1	\$ 118.3	\$ —	\$ —	\$ —	\$ —
Actual return on plan assets	(4.0)	11.7	—	—	—	—
Company contributions	1.4	4.6	—	0.1	0.1	—
Employee contributions	—	—	—	—	—	0.1
Plan settlements	(1.4)	—	—	—	—	—
Benefits paid	(6.1)	(4.5)	—	(0.1)	(0.1)	(0.1)
Adjustment ⁽²⁾	4.3	—	—	—	—	—
Fair value of plan assets at December 31	<u>\$ 124.3</u>	<u>\$ 130.1</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>
Funded Status of the Plan						
Plan assets less than benefit obligation	<u>\$ (18.7)</u>	<u>\$ (14.8)</u>	<u>\$ —</u>	<u>\$ (2.0)</u>	<u>\$ (1.0)</u>	<u>\$ (0.9)</u>

*The Non-U.S. pension obligation was effectively assumed by the buyer of HERC France as part of the divestiture agreement that closed on October 30, 2015.

(1) The benefit obligation relating to HERC participants is determined each January 1, based upon updated participant information. The net transfer represents a liability adjustment relating to the updated participant information.

(2) Assets are allocated between THC and HERC in proportion to the associated liability. This represents an adjustment to assets based on the updated liability.

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	Pension Benefits					
	US		Non-U.S.		Postretirement Benefits (U.S.)	
	2015	2014	2015	2014	2015	2014
Amounts recognized in balance sheet:						
Accrued benefit liability, current	\$ (0.5)	\$ (1.4)	\$ —	\$ —	\$ (0.1)	\$ (0.1)
Accrued benefit liability, noncurrent	(18.2)	(13.4)	—	(2.0)	(0.9)	(0.8)
Net obligation recognized in the balance sheet	<u>\$ (18.7)</u>	<u>\$ (14.8)</u>	<u>\$ —</u>	<u>\$ (2.0)</u>	<u>\$ (1.0)</u>	<u>\$ (0.9)</u>
Prior service credit (cost)	\$ 0.2	\$ 0.3	\$ —	\$ —	\$ —	\$ —
Net gain (loss)	(25.7)	(18.2)	—	(0.2)	0.1	0.2
Accumulated other comprehensive loss	(25.5)	(17.9)	—	(0.2)	0.1	0.2
Accumulated contributions in excess of net periodic benefit cost	6.8	3.1	—	—	—	—
Unfunded accrued pension or postretirement benefit	—	—	—	(1.8)	(1.1)	(1.1)
Net obligation recognized in the balance sheet	<u>\$ (18.7)</u>	<u>\$ (14.8)</u>	<u>\$ —</u>	<u>\$ (2.0)</u>	<u>\$ (1.0)</u>	<u>\$ (0.9)</u>
Total recognized in other comprehensive (income) loss	<u>\$ 7.6</u>	<u>\$ 3.7</u>	<u>\$ —</u>	<u>\$ 0.3</u>	<u>\$ —</u>	<u>\$ —</u>
Total recognized in net periodic benefit cost and other comprehensive (income) loss	<u>\$ 5.1</u>	<u>\$ 4.6</u>	<u>\$ —</u>	<u>\$ 0.5</u>	<u>\$ —</u>	<u>\$ —</u>
Estimated amounts that will be amortized from accumulated other comprehensive (income) loss over the next fiscal year:						
Net gain (loss)	\$ (1.5)	\$ (0.3)	\$ —	\$ —	\$ —	\$ (0.3)
Accumulated Benefit Obligation at December 31	<u>\$ 142.1</u>	<u>\$ 143.6</u>	<u>\$ —</u>	<u>\$ 1.5</u>	<u>\$ —</u>	<u>\$ —</u>
Weighted-average assumptions as of December 31						
Discount rate	4.0%-4.3%	3.6%-3.9%	N/A	1.9%	4.2%	3.8%
Expected return on assets	7.2%	7.6%	N/A	—	—	—
Average rate of increase in compensation	4.3%	4.5%-5.6%	N/A	2.0%	—	—
Initial health care cost trend rate	N/A	N/A	N/A	N/A	6.9%	7.3%
Ultimate health care cost trend rate	N/A	N/A	N/A	N/A	4.5%	4.5%
Number of years to ultimate trend rate	N/A	N/A	N/A	N/A	23	15

The discount rate used to determine the December 31, 2015 benefit obligations for U.S. pension plans is based on the rate from the Mercer Pension Discount Curve-Above Mean Yield that is appropriate for the duration of the Company's plan liabilities. For the Company's plans outside the U.S., the discount rate reflects the market rates for an optimized subset of high-quality corporate bonds currently available. The discount rate in a country was determined based on a yield curve constructed from high quality corporate bonds in that country. The rate selected from the yield curve has a duration that matches the Company's plan.

The expected return on plan assets for each funded plan is based on expected future investment returns considering the target investment mix of plan assets.

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The following table provides the accumulated benefit obligation for all defined benefit pension plans and information for pension plans with an accumulated benefit obligation in excess of plan assets (in millions):

	Pension Benefits			
	U.S.		Non-U.S.	
	Years Ended December 31,			
	2015	2014	2015	2014
Accumulated benefit obligation for all plans	\$ 142.1	\$ 143.6	\$ —	\$ 1.5
Plans with accumulated benefit obligation in excess of plan assets				
Projected benefit obligation	\$ 143.0	\$ 144.9	\$ —	\$ 2.0
Accumulated benefit obligation	\$ 142.1	\$ 143.6	\$ —	\$ 1.5
Fair value of plan assets	\$ 124.3	\$ 130.1	\$ —	\$ —

The following table sets forth the net periodic pension expense (in millions):

	Pension Benefits					
	U.S.			Non-U.S.		
	Years Ended December 31,					
	2015	2014	2013	2015	2014	2013
Components of Net Periodic						
Benefit Cost:						
Service cost	\$ 0.1	\$ 5.4	\$ 5.8	\$ —	\$ 0.1	\$ 0.1
Interest cost	5.6	6.2	5.6	—	0.1	0.1
Expected return on plan assets	(8.7)	(8.4)	(7.5)	—	—	—
Net amortizations	0.3	0.1	1.2	—	—	—
Curtailement gain	—	(2.4)	—	—	—	—
Settlement loss	0.2	—	—	—	—	—
Net pension expense	<u>\$ (2.5)</u>	<u>\$ 0.9</u>	<u>\$ 5.1</u>	<u>\$ —</u>	<u>\$ 0.2</u>	<u>\$ 0.2</u>
Weighted-average discount rate for expense (January 1)	3.6%-3.9%	4.4%-4.8%	3.5%-4.0%	N/A	3.6%	3.1%
Weighted-average assumed long-term rate of return on assets (January 1)	7.4%	7.6%	7.6%	N/A	N/A	N/A

The balance in "Accumulated other comprehensive income (loss)" in the combined balance sheets at December 31, 2015, 2014, and 2013 relating to pension and postretirement benefits were losses of \$15.5 million, \$9.0 million and \$8.7 million, respectively.

Changing the assumed health care cost trend rates by one percentage point is estimated to have an insignificant (less than \$0.1 million) impact on total of service and interest cost components and the postretirement benefit obligation.

The provisions charged to income for the years ended December 31, 2015, 2014, and 2013 for all other pension plans were approximately \$3.6 million, \$3.2 million and \$2.8 million, respectively.

The provisions charged to income for the years ended December 31, 2015, 2014, and 2013 for the defined contribution plans were approximately \$7.4 million, \$3.9 million and \$4.0 million, respectively.

Plan Assets

THC has a long-term investment outlook for the assets held in its plans, which is consistent with the long-term nature of each plan's respective liabilities. We have one major plan which resides in the U.S.

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The THC U.S. Plan, (the "Plan"), currently has a target asset allocation of 65% equity and 35% fixed income. The equity portion of the Plan is invested in one passively managed S&P 500 index fund, one passively managed U.S. small/midcap fund, one actively managed international fund and one actively managed emerging markets fund. The fixed income portion of the Plan is actively managed by professional investment managers and is benchmarked to the Barclays Long Govt./Credit Index. The Plan assumes a 7.2% rate of return on assets, which represents the expected long-term annual weighted-average return for the Plan in total.

The fair value measurements of the Plan assets are based upon significant observable inputs (Level 2) that reflect quoted prices for similar assets or liabilities in active markets. The following represents the Company's portion of total allocated pension plan assets from THC (in millions):

<u>Asset Category</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>
Short Term Investments	\$ 1.5	\$ 2.7
Equity Securities:		
U.S. Large Cap	34.2	35.9
U.S. Mid Cap	7.8	10.5
U.S. Small Cap	9.7	8.0
International Large Cap	20.7	20.8
International Emerging Markets	6.3	6.1
Asset-Backed Securities	1.1	0.9
Fixed Income Securities:		
U.S. Treasuries	13.2	13.2
Corporate Bonds	23.8	25.9
Government Bonds	1.9	2.1
Municipal Bonds	2.2	2.1
Real Estate (REITs)	1.9	1.9
Total fair value of pension plan assets	\$ 124.3	\$ 130.1

Contributions

THC's policy for funded plans is to contribute annually, at a minimum, amounts required by applicable laws, regulations and union agreements. From time to time THC makes contributions and benefit payments beyond those legally required. In 2015, the Company did not make any cash contributions to its U.S. qualified pension plan. In 2014, the Company's portion of cash contributions to its U.S. qualified pension plan was \$4.6 million.

In 2015, the Company made benefit payments to its U.S. non-qualified pension plans of \$1.4 million. In 2014, the Company made benefit payments to its U.S. non-qualified pension plans of \$0.1 million.

The Company does not anticipate contributing to the U.S. qualified pension plan during 2016. The level of future contributions will vary, and is dependent on a number of factors including investment returns, interest rate fluctuations, plan demographics, funding regulations and the results of the final actuarial valuation.

Estimated Future Benefit Payments

The following table presents estimated future benefit payments (in millions):

	<u>Pension Benefits</u>	<u>Postretirement Benefits (U.S.)</u>
2016	\$ 8.2	\$ 0.1
2017	8.9	0.1
2018	9.4	0.1
2019	9.9	0.1
2020	10.4	0.1
2021-2025	55.8	0.4
	\$ 102.6	\$ 0.9

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Multiemployer Pension Plans

The Company contributes to several multiemployer defined benefit pension plans under collective bargaining agreements that cover certain union-represented employees. The risks of participating in such plans are different from the risks of single-employer plans, in the following respects:

- (a) Assets contributed to a multiemployer plan by one employer may be used to provide benefits to employees of other participating employers;
- (b) If a participating employer ceases to contribute to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers;
- (c) If the Company ceases to have an obligation to contribute to the multiemployer plan in which the Company had been a contributing employer, the Company may be required to pay to the plan an amount based on the underfunded status of the plan and on the history of the Company's participation in the plan prior to the cessation of its obligation to contribute. The amount that an employer that has ceased to have an obligation to contribute to a multiemployer plan is required to pay to the plan is referred to as a withdrawal liability.

The Company's participation in multiemployer plans for the annual period ended December 31, 2015 is outlined in the table below. For each plan that is individually significant to the Company, the following information is provided:

The "EIN / Pension Plan Number" column provides the Employer Identification Number and the three-digit plan number assigned to a plan by the Internal Revenue Service. The most recent Pension Protection Act Zone Status available for 2015 and 2014 is for plan years that ended in 2015 and 2014, respectively. The zone status is based on information provided to the Company and other participating employers by each plan and is certified by the plan's actuary. A plan in the "red" zone has been determined to be in "critical status", based on criteria established under the Internal Revenue Code, or the "Code," and is generally less than 65% funded. A plan in the "yellow" zone has been determined to be in "endangered status", based on criteria established under the Code, and is generally less than 80% funded. A plan in the "green" zone has been determined to be neither in "critical status" nor in "endangered status," and is generally at least 80% funded.

The "FIP/FP Status Pending/Implemented" column indicates whether a Funding Improvement Plan, as required under the Code to be adopted by plans in the "yellow" zone, or a Rehabilitation Plan, as required under the Code to be adopted by plans in the "red" zone, is pending or has been implemented as of the end of the plan year that ended in 2015.

The "Surcharge Imposed" column indicates whether the Company's contribution rate for 2015 included an amount in addition the contribution rate specified in the applicable collective bargaining agreement, as imposed by a plan in "critical status," in accordance with the requirements of the Code. The last column lists the expiration dates of the collective bargaining agreements pursuant to which the Company contributed to the plans.

(In millions)	EIN/Pension Plan Number	Pension Protection Act Zone Status		FIP / RP Status Pending / Implemented	Contributions by The Hertz Corporation		Surcharge Imposed	Expiration Dates of Collective Bargaining Agreements
		2015	2014		2015	2014		
Pension Fund								
Midwest Operating Engineers	36-6140097	Green	Green	NA	\$ 0.7	\$ 0.5	NA	8/31/2018
Operating Engineers Local 324	38-1900637	Critical *	Critical *	NA	0.2	0.1	Yes	2/28/2017
International Union of Operating Engineers 4	04-6013863	Green	Green	NA	0.1	0.1	NA	8/31/2017
Central Pension Fund of IUOE	36-6052390	Green	Green	NA	0.1	0.1	NA	Various
Motion Picture Industry	95-1810805	Green	Green	NA	0.1	0.1	NA	4/1/2017
International Union of Operating Engineers 478	06-0733831	Green	Green	NA	0.1	0.1	NA	3/31/2017
Central Pension Fund of the IUOE	43-0827344	Green	Green	NA	0.1	0.1	NA	4/30/2017
				Total Contributions	\$ 1.4	\$ 1.1		

* Operating Engineers Local 324 is currently operating under a rehabilitation plan adopted in 2011.

There are no plans where the amount contributed by the Company represents more than 5% of the total contributions to the plan for the years ended December 31, 2015 and 2014.

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Note 9 - Stock-Based Compensation

As of December 31, 2015, all stock-based compensation awards held by employees of the Company were granted by Hertz Holdings, under various Hertz Holdings' sponsored plans. Stock-based compensation awards are measured on their grant date using a fair value method and are recognized in the statement of operations over the requisite service period. Hertz Holdings' stock-based compensation plans provide for grants of both equity and cash awards, including non-qualified stock options, incentive stock options, stock appreciation rights, performance awards (shares and units), restricted awards (shares and units) and deferred stock units to key executives, employees and non-management directors. All stock-based compensation award disclosures are measured in terms of ordinary shares of Hertz Holdings.

Under the Hertz Global Holdings, Inc. 2008 Omnibus Incentive Plan (the "Omnibus Plan"), the total number of ordinary shares authorized by the shareholders is 32.7 million, of which 12.6 million remains available as of December 31, 2015 for future incentive awards.

The Company's stock-based compensation expense is included in "Selling, general and administrative expenses." The following table summarizes the expenses and associated income tax benefits recognized (in millions):

	Years Ended December 31,		
	2015	2014	2013
Compensation expense	\$ 2.7	\$ 1.4	\$ 5.3
Income tax benefit	(1.1)	(0.5)	(2.1)
Total	\$ 1.6	\$ 0.9	\$ 3.2

These expenses include allocated stock-based compensation expenses from THC of \$1.8 million, \$0.5 million and \$3.0 million for the years ended December 31, 2015, 2014, and 2013, respectively. This expense is for the employees of THC and its non-HERC Holdings subsidiaries whose costs of services were allocated to the Company. For additional information related to costs allocated to the Company by THC, see Note 17 - Related Party Transactions

As of December 31, 2015, there was approximately \$3.4 million of total unrecognized compensation cost related to non-vested stock options, restricted awards and performance awards granted to the Company's employees by Hertz Holdings under various Hertz Holdings' sponsored plans. The total unrecognized compensation cost is expected to be recognized over the remaining one year, on a weighted average basis, of the requisite service period that began on the grant dates.

Stock Options and Stock Appreciation Rights

All stock options and stock appreciation rights granted under the Omnibus Plan will have a per-share exercise price of not less than the fair market value of one share of Hertz Holdings' common stock on the grant date. Stock options and stock appreciation rights will vest based on a minimum period of service or the occurrence of events (such as a change in control, as defined in the Omnibus Plan) specified by the compensation committee of Hertz Holdings' Board of Directors. No stock options or stock appreciation rights will be exercisable after ten years from the grant date.

The Company has accounted for its employee stock-based compensation awards in accordance with ASC 718, "Compensation - Stock Compensation." The options are being accounted for as equity-classified awards. The Company recognizes compensation cost on a straight-line basis over the vesting period. The value of each option award is estimated on the grant date using a Black-Scholes option pricing model that incorporates the assumptions noted in the following table.

The Company calculates the expected volatility on the historical movement of its stock price.

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<u>Assumption</u>	Year Ended December 31,		
	2015	2014	2013
Expected volatility	39.22%	N/A	N/A
Expected dividend yield	N/A	N/A	N/A
Expected term (years)	5.0	N/A	N/A
Risk-free interest rate	1.22%	N/A	N/A
Weighted-average grant date fair value	\$ 6.05	N/A	N/A

A summary of option activity under the plans is presented below.

<u>Options</u>	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (In millions of dollars)
Outstanding at January 1, 2015	157,935	\$ 14.29	3.4	\$ 2.3
Granted	493,784	21.89		
Exercised	—	—		
Forfeited or expired	(267,882)	23.49		
Outstanding at December 31, 2015	383,837	\$ 17.63	3.5	\$ 0.5
Exercisable at December 31, 2015	161,435	\$ 14.41	2.4	\$ 0.5

A summary of non-vested options is presented below.

	Non-vested Shares	Weighted-Average Exercise Price	Weighted-Average Grant-Date Fair Value
Non-vested as of January 1, 2015	8,604	\$ 14.60	\$ 5.93
Granted	493,784	21.89	7.20
Vested	(12,104)	14.60	5.93
Forfeited	(267,882)	23.49	7.86
Non-vested as of December 31, 2015	222,402	\$ 19.96	\$ 6.41

Additional information pertaining to option activity under the plans is as follows (in millions):

	Years Ended December 31,		
	2015	2014	2013
Aggregate intrinsic value of stock options exercised	\$ —	\$ 0.5	\$ 2.4
Cash received from the exercise of stock options ^(a)	—	0.8	2.3
Fair value of options that vested	0.1	0.3	0.3
Tax benefit realized on exercise of stock options	—	0.2	0.8

(a) Cash received from exercise of stock options by non-HERC employees for 2015, 2014 and 2013 was \$5.1 million, \$17.2 million and \$24.6 million, respectively.

Performance Stock, Performance Stock Units, Restricted Stock and Restricted Stock Units

Performance stock and performance stock units ("PSUs") granted under the Omnibus Plan will vest based on the achievement of pre-determined performance goals over performance periods determined by Hertz Holdings' compensation committee. Each

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of the units granted under the Omnibus Plan represent the right to receive one share of Hertz Holdings' common stock on a specified future date. In the event of an employee's death or disability, a pro rata portion of the employee's performance stock and PSUs will vest to the extent performance goals are achieved at the end of the performance period. Restricted stock and restricted stock units ("RSUs") granted under the Omnibus Plan will vest based on a minimum period of service or the occurrence of events (such as a change in control, as defined in the Omnibus Plan) specified by the compensation committee.

A summary of the PSU activity under the Omnibus Plan is presented below.

	Shares	Weighted-Average Fair Value	Aggregate Intrinsic Value (In millions of dollars)
Outstanding at January 1, 2015	243,462	\$ 21.14	\$ 6.1
Granted	111,393	19.93	
Vested	(31,659)	15.56	
Forfeited or expired	(203,835)	20.01	
Outstanding at December 31, 2015	119,361	\$ 19.08	\$ 1.7

A summary of the RSU activity under the Omnibus Plan is presented below.

	Shares	Weighted-Average Fair Value	Aggregate Intrinsic Value (In millions of dollars)
Outstanding at January 1, 2015	36,021	\$ 16.97	\$ 0.9
Granted	88,978	18.80	
Vested	(36,694)	17.18	
Forfeited or expired	(17,836)	21.93	
Outstanding at December 31, 2015	70,469	\$ 17.99	\$ 1.0

Additional information pertaining to RSU activity is as follows:

	Years Ended December 31,		
	2015	2014	2013
Total fair value of awards that vested (in millions)	\$ 0.6	\$ 1.6	\$ 1.0
Weighted average grant date fair value of awards	\$ 17.18	\$ 15.13	\$ 23.80

Compensation expense for PSUs and RSUs is based on the grant date fair value, and is recognized ratably over the vesting period. For grants in 2015, 2014 and 2013, the vesting period is three years. In addition to the service vesting condition, the PSUs had an additional vesting condition which called for the number of units that will be awarded being based on achievement of a certain level of Corporate EBITDA (pre Spin-Off) or other performance measures over the applicable measurement period.

Employee Stock Purchase Plan

Hertz Holdings operated an Employee Stock Purchase Plan ("ESPP") for certain eligible employees and recognized compensation cost for the amount of the discount on the stock purchased by its employees under the ESPP of approximately \$0.2 million for the year ended December 31, 2013. The ESPP was suspended in 2014.

Note 10 - Taxes on Income

During the periods presented in the financial statements HERC was included in the consolidated income tax returns of Hertz. The income tax provision included in these financial statements has been calculated using a separate return basis, as if HERC filed separate consolidated group income tax returns, and was not part of the consolidated income tax returns of Hertz.

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The components of income (loss) before income taxes for the periods were as follows (in millions):

	Years Ended December 31,		
	2015	2014	2013
Domestic	\$ 102.4	\$ 105.3	\$ 87.7
Foreign	54.5	39.2	65.4
Total	<u>\$ 156.9</u>	<u>\$ 144.5</u>	<u>\$ 153.1</u>

The total provision (benefit) for taxes on income consists of the following (in millions):

	Years Ended December 31,		
	2015	2014	2013
Current:			
Federal	\$ 15.8	\$ 2.4	\$ —
Foreign	3.3	16.0	19.8
State and local	4.2	3.0	1.7
Total current	<u>23.3</u>	<u>21.4</u>	<u>21.5</u>
Deferred:			
Federal	20.4	31.7	32.8
Foreign	0.1	1.1	(0.8)
State and local	1.8	0.6	1.5
Total deferred	<u>22.3</u>	<u>33.4</u>	<u>33.5</u>
Total provision	<u>\$ 45.6</u>	<u>\$ 54.8</u>	<u>\$ 55.0</u>

The principal items of the U.S. and foreign net deferred tax assets and liabilities are as follows (in millions):

	December 31, 2015	December 31, 2014
Deferred tax assets:		
Employee benefit plans	\$ 7.6	\$ 6.2
Tax credit carry forwards	0.1	7.4
Accrued and prepaid expenses	32.4	34.2
Net operating loss carry forwards	6.4	67.4
Total deferred tax assets	<u>46.5</u>	<u>115.2</u>
Less: valuation allowance	(3.6)	(31.5)
Total net deferred tax assets	<u>42.9</u>	<u>83.7</u>
Deferred tax liabilities:		
Depreciation on tangible assets	(673.9)	(691.2)
Intangible assets	(96.1)	(105.7)
Total deferred tax liabilities	<u>(770.0)</u>	<u>(796.9)</u>
Net deferred tax liability	<u>\$ (727.1)</u>	<u>\$ (713.2)</u>

As of December 31, 2015, deferred tax assets of \$1.9 million were recorded for unutilized U.S. Federal Net Operating Losses, or "NOL," carry forwards of \$5.5 million. The total Federal NOL carry forwards are \$8.6 million, of which \$3.1 million relates to excess tax deductions associated with stock option plans which have yet to reduce taxes payable. Upon the utilization of these carry forwards, the associated tax benefits of approximately \$1.1 million will be recorded to equity. The Federal NOLs begin to expire in 2030. State NOLs, exclusive of the effects of the excess tax deductions, have generated a deferred tax asset of \$1.7 million. The state NOLs expire over various years beginning in 2016 depending upon particular jurisdiction.

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As of December 31, 2015, deferred tax assets of \$0.1 million were recorded for Federal Alternative Minimum Tax Credits and various non-U.S. Tax Credits.

As of December 31, 2015, deferred tax assets of \$2.8 million were recorded for foreign NOL carry forwards of \$11.6 million. A valuation allowance of \$3.6 million at December 31, 2015 was recorded against net deferred tax assets because these assets relate to jurisdictions that have historical losses and the likelihood exists that a portion of the NOL carry forwards may not be utilized in the future.

The foreign NOL carry forwards of \$11.6 million include \$2.2 million which have an indefinite carry forward period and associated deferred tax assets of \$0.4 million. The remaining foreign NOLs of \$9.4 million are subject to expiration beginning in 2017 and have associated deferred tax assets of \$2.4 million.

The amount of deferred tax assets for net operating loss carryforwards that are attributable to HERC Holdings entities legally under the income tax law in tax-paying components where the Company's operations are included in a Hertz consolidated tax return is more than such carryforwards in these combined financial statements under the Separate Return Basis.

In determining the valuation allowance, an assessment of positive and negative evidence was performed regarding realization of the net deferred tax assets in accordance with ASC 740-10, "Accounting for Income Taxes," or "ASC 740-10." This assessment included the evaluation of scheduled reversals of deferred tax liabilities, the availability of carry forwards and estimates of projected future taxable income. Based on the assessment, as of December 31, 2015, total valuation allowances of \$3.6 million were recorded against deferred tax assets. Although realization is not assured, the Company has concluded that it is more likely than not the remaining deferred tax assets of \$42.9 million will be realized and as such no valuation allowance has been provided on these assets.

The significant items in the reconciliation of the statutory and effective income tax rates consisted of the following:

	Years Ended December 31,		
	2015	2014	2013
Statutory Federal Tax Rate	35.0 %	35.0 %	35.0 %
Foreign tax differential	(0.2)	(6.1)	(7.1)
Foreign local taxes	0.5	0.8	0.8
Foreign rate changes	1.1	2.2	0.9
State and local income taxes, net of federal income tax benefit	3.2	(0.1)	0.3
Change in state statutory rates, net of federal income tax benefit	(0.3)	3.7	0.4
Federal and foreign permanent differences	(0.2)	0.6	(2.4)
Change in valuation allowance	2.4	(0.2)	3.3
Convertible debt premium	—	—	2.1
Benefit from sale of non-U.S. operations	(13.0)	—	—
All other items, net	0.5	2.0	2.6
Effective Tax Rate	<u>29.0 %</u>	<u>37.9 %</u>	<u>35.9 %</u>

The effective tax rate for the year ended December 31, 2015 was 29.0% as compared to 37.9% and 35.9% in the years ended December 31, 2014 and 2013, respectively. The change in effective tax rate in 2015 as compared to 2014 and 2013 is primarily due to changes in geographic earnings mix and changes in valuation allowances for losses in certain non-U.S. jurisdictions for which tax benefits cannot be realized. The year ended December 31, 2015 also includes a benefit for a non-taxable book gain realized on the sale of operations in France and Spain.

As of December 31, 2015, the Company's foreign subsidiaries have \$185.7 million of undistributed earnings which could be subject to taxation if repatriated. Due to the Company's legal structure, the foreign earnings subject to taxation upon distribution could be less. Deferred tax liabilities have not been recorded for such earnings because it is management's current intention to permanently reinvest such undistributed earnings offshore. Due to the uncertainty caused by the various methods in which such

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earnings could be repatriated, it is not practicable to estimate the actual amount of such deferred tax liabilities. If such earnings were repatriated and subject to taxation at the current U.S. federal tax rate, the tax liability, including the impact of foreign withholding taxes would be \$70.7 million, excluding the impact of potential foreign tax credits.

The Company would consider and pursue appropriate alternatives to reduce the tax liability, if, in the future, undistributed earnings are repatriated to the United States, or it is determined such earnings will be repatriated in the foreseeable future and deferred tax liabilities will be recorded.

As a consequence of the Company's inclusion in the Hertz Global Holdings, Inc. consolidated income tax returns, it is joint and severally liable, with other members of the consolidated group, for any additional taxes that may be assessed against Hertz Global Holdings, Inc. No amounts are reflected in these combined financial statements for potential tax liabilities from Hertz Global Holdings, Inc.'s operations. HERC has determined that it has no uncertain tax positions required to be recognized in its stand-alone financial statements.

The Company conducts business globally and, as a result, files one or more income tax returns in the U.S. and non-U.S. jurisdictions. In the normal course of business, the Company is subject to examination by taxing authorities throughout the world. The open tax years for these jurisdictions span from 2004 to 2014. The Internal Revenue service completed their audit of the Company's 2007 to 2011 consolidated income tax returns, which HERC is included in, and had no changes to the previously filed tax returns. There is no current active audit by the Internal Revenue Service. However, the Company was recently notified that the Internal Revenue Service will be auditing the 2014 income tax return. Several U.S. state and non-U.S. jurisdictions are under audit. We do not expect any material assessments resulting from these audits.

Note 11 - Leases

Operating Leases

The Company has various leases under which the following amounts were expensed (in millions):

	Years Ended December 31,		
	2015	2014	2013
Real estate	\$ 31.0	\$ 31.4	\$ 34.5
Office and computer equipment	1.7	2.1	1.8
Total rent expense	<u>\$ 32.7</u>	<u>\$ 33.5</u>	<u>\$ 36.3</u>

For the years ended December 31, 2015, 2014 and 2013, sublease income on real estate leases reduced rent expense included in the above table by \$0.5 million, \$0.7 million and \$0.7 million, respectively.

Minimum obligations under existing agreements referred to above are approximately as follows (in millions):

	As of December 31, 2015
2016	\$ 23.0
2017	18.9
2018	15.4
2019	11.0
2020	5.8
Years after 2020	18.3

The future minimum rent payments in the above table have been reduced by minimum future sublease rental inflows in aggregate of \$3.2 million as of December 31, 2015.

Many of the Company's real estate leases require the Company to pay or reimburse operating expenses, such as common area charges and real estate taxes, to pay concession fees above guaranteed minimums or additional rent based on a percentage of revenues or sales (as defined in those agreements) arising at the relevant premises, or both. Such obligations are not reflected

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in the table of minimum future obligations appearing immediately above. The Company operates from various leased premises under operating leases with terms of up to 15 years. A number of the Company's operating leases contain renewal options. These renewal options vary, but the majority includes clauses for renewal for various term lengths at various rates, both fixed and market.

Capital Leases

Capital lease obligations consist primarily of service vehicle leases with periods expiring at various dates through 2021. The gross amounts of plant and equipment and related amortization recorded under capital leases were as follows (in millions):

	December 31, 2015	December 31, 2014
Service vehicles	\$ 88.9	\$ 88.9
Less accumulated amortization	(28.7)	(18.7)
	<u>\$ 60.2</u>	<u>\$ 70.2</u>

Amortization of assets held under capital leases is included in depreciation expense.

Future minimum capital lease payments for existing agreements referred to above are as follows (in millions):

	As of December 31, 2015
2016	\$ 12.6
2017	12.6
2018	16.9
2019	19.1
2020	9.6
Total minimum lease payments	70.8
Less amount representing interest (at a rate of 3.9%)	(7.3)
Capital lease obligations	<u>\$ 63.5</u>

Note 12—Accumulated Other Comprehensive Income (Loss)

Changes in the accumulated other comprehensive income (loss) balance by component (net of tax) are as follows (in millions):

	Pension and Other Post-Employment Benefits	Foreign Currency Items	Accumulated Other Comprehensive Income (Loss)
Balance at January 1, 2015	\$ (10.8)	\$ (91.6)	\$ (102.4)
Other comprehensive loss before reclassification	(5.0)	(89.7)	(94.7)
Amounts reclassified from accumulated other comprehensive loss	0.3	(41.6)	(41.3)
Net current period other comprehensive loss	(4.7)	(131.3)	(136.0)
Balance at December 31, 2015	<u>\$ (15.5)</u>	<u>\$ (222.9)</u>	<u>\$ (238.4)</u>
	Pension and Other Post-Employment Benefits	Foreign Currency Items	Accumulated Other Comprehensive Income (Loss)
Balance at January 1, 2014	\$ (8.7)	\$ (37.0)	\$ (45.7)
Other comprehensive loss before reclassification	(0.7)	(54.6)	(55.3)
Amounts reclassified from accumulated other comprehensive loss	(1.4)	—	(1.4)
Net current period other comprehensive loss	(2.1)	(54.6)	(56.7)
Balance at December 31, 2014	<u>\$ (10.8)</u>	<u>\$ (91.6)</u>	<u>\$ (102.4)</u>

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	Pension and Other Post-Employment Benefits	Foreign Currency Items	Accumulated Other Comprehensive Income (Loss)
Balance at January 1, 2013	\$ (19.0)	\$ 15.6	\$ (3.4)
Other comprehensive income (loss) before reclassification	9.6	(52.6)	(43.0)
Amounts reclassified from accumulated other comprehensive loss	0.7	—	0.7
Net current period other comprehensive income (loss)	10.3	(52.6)	(42.3)
Balance at December 31, 2013	\$ (8.7)	\$ (37.0)	\$ (45.7)

Amounts reclassified from accumulated other comprehensive income (loss) to earnings were as follows (in millions):

	Years Ended December 31,			Statement of Operations Caption
	2015	2014	2013	
Pension and other postretirement benefit plans				
Amortization of actuarial (gain) losses ⁽¹⁾	\$ 0.5	\$ (2.3)	\$ 1.2	Selling, general and administrative
Reclassification of foreign currency items to other (income) expense ⁽²⁾	(41.6)	—	—	Other (income) expense
Tax provision	(0.2)	0.9	(0.5)	Provisions for taxes on income
Total reclassifications for the period	\$ (41.3)	\$ (1.4)	\$ 0.7	

(1) Included in the computation of net periodic pension / postretirement expenses (see Note 8 - Employee Retirement Benefits).

(2) Relates primarily to the release of currency translation adjustments upon the disposal of operations in France and Spain (see Note 6 - Divestitures).

Note 13—Contingencies and Off-Balance Sheet Commitments

Legal Proceedings

From time to time the Company is a party to various legal proceedings. Summarized below are the most significant legal proceedings to which the Company has been a party during the year ended December 31, 2015 and the period prior to the date of these combined financial statements.

In re Hertz Global Holdings, Inc. Securities Litigation - In November 2013, a purported shareholder class action, Pedro Ramirez, Jr. v. Hertz Global Holdings, Inc., et al., was commenced in the U.S. District Court for the District of New Jersey naming Hertz Holdings and certain of its officers as defendants and alleging violations of the federal securities laws. The complaint alleged that Hertz Holdings made material misrepresentations and/or omissions of material fact in its public disclosures during the period from February 25, 2013 through November 4, 2013, in violation of Section 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. The complaint sought an unspecified amount of monetary damages on behalf of the purported class and an award of costs and expenses, including counsel fees and expert fees. In June 2014, Hertz Holdings responded to the amended complaint by filing a motion to dismiss. After a hearing in October 2014, the court granted Hertz Holdings' motion to dismiss the complaint. The dismissal was without prejudice and plaintiff was granted leave to file a second amended complaint within 30 days of the order. In November 2014, plaintiff filed a second amended complaint which shortened the putative class period such that it was not alleged to have commenced until May 18, 2013 and made allegations that were not substantively very different than the allegations in the prior complaint. In early 2015, this case was assigned to a new federal judge in the District of New Jersey, and Hertz Holdings responded to the second amended complaint by filing another motion to dismiss. On July 22, 2015, the court granted Hertz Holdings' motion to dismiss without prejudice and ordered that plaintiff could file a third amended complaint on or before August 22, 2015. On August 21, 2015, plaintiff filed a third amended complaint. The third amended complaint included additional allegations and expanded the putative class period such that it was alleged to span from February 14, 2013 to July 16, 2015. On November 4, Hertz Holdings filed its motion to dismiss. Thereafter, a motion was made by plaintiff to add a new plaintiff, because of challenges to the standing of the first plaintiff. The court granted plaintiff's leave to file a fourth amended complaint to add the new plaintiff, and the new complaint was filed on March 1, 2016. Hertz Holdings moved to dismiss the fourth amended complaint in its entirety with prejudice on March 24, 2016. Hertz Holdings believes that it has valid

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and meritorious defenses and it intends to vigorously defend against the complaint, but litigation is subject to many uncertainties and the outcome of this matter is not predictable with assurance. It is possible that this matter could be decided unfavorably to Hertz Holdings. However, Hertz Holdings is currently unable to estimate the range of these possible losses, but they could be material to the Company's consolidated financial condition, results of operations or cash flows in any particular reporting period.

Governmental Investigations - In June 2014, Hertz Holdings was advised by the staff of the New York Regional Office of the SEC that it is investigating the events disclosed in certain of the Hertz Holdings' filings with the SEC. In addition, in December 2014 a state securities regulator requested information regarding the same events. The investigations generally involve the restatements included in Hertz Holdings' 2014 Form 10-K and related accounting for prior periods. Hertz Holdings has and intends to continue to cooperate with both the SEC and state requests. Due to the stage at which the proceedings are, Hertz Holdings is currently unable to predict the likely outcome of the proceedings or estimate the range of reasonably possible losses, which may be material. Among other matters, the restatements included in Hertz Holdings' 2014 Form 10-K addressed a variety of accounting matters involving Hertz Holdings' Brazil rental car operations. Hertz Holdings has identified certain activities in Brazil that may raise issues under the Foreign Corrupt Practices Act and local laws, which Hertz Holdings has self-reported to appropriate government entities. At this time, Hertz Holdings is unable to predict the outcome of this issue or estimate the range of reasonably possible losses, which could be material.

In addition, the Company is subject to a number of claims and proceedings that generally arise in the ordinary conduct of its business. These matters include, but are not limited to, claims arising from the operation of equipment rented from Hertz Equipment Rental Corporation and workers compensation claims. The Company does not believe that the liabilities arising from such ordinary course claims and proceedings will have a material adverse effect on the Company's combined financial position, results of operations or cash flows.

The Company has established reserves for matters where the Company believes the losses are probable and can be reasonably estimated. For matters, including the securities litigation and governmental investigations described above, where a reserve has not been established, the ultimate outcome or resolution cannot be predicted at this time, or the amount of ultimate loss, if any, cannot be reasonably estimated. Litigation is subject to many uncertainties and the outcome of the individual litigated matters is not predictable with assurance. It is possible that certain of the actions, claims, inquiries or proceedings, including those discussed above, could be decided unfavorably to the Company or any of its subsidiaries involved. Accordingly, it is possible that an adverse outcome from such a proceeding could exceed the amount accrued in an amount that could be material to the Company's combined financial condition, results of operations or cash flows in any particular reporting period.

Off-Balance Sheet Commitments

Indemnification Obligations

In the ordinary course of business, the Company executes contracts involving indemnification obligations customary in the relevant industry and indemnifications specific to a transaction such as the sale of a business. These indemnification obligations might include claims relating to the following: environmental matters; intellectual property rights; governmental regulations and employment-related matters; customer, supplier and other commercial contractual relationships; and financial matters. Performance under these indemnification obligations would generally be triggered by a breach of terms of the contract or by a third party claim. The Company regularly evaluates the probability of having to incur costs associated with these indemnification obligations and have accrued for expected losses that are probable and estimable. The types of indemnification obligations for which payments are possible include the following:

The Hertz Corporation

In connection with the Spin-Off, the Company will indemnify THC for all liabilities resulting from the operation of the Company's business other than income tax liabilities with respect to periods prior to the Spin-Off date and other liabilities as agreed to by the Company and THC.

Environmental

The Company has indemnified various parties for the costs associated with remediating numerous hazardous substance storage,

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recycling or disposal sites in many states and, in some instances, for natural resource damages. The amount of any such expenses or related natural resource damages for which we may be held responsible could be substantial. The probable expenses that we expect to incur for such matters have been accrued, and those expenses are reflected in our combined financial statements. As of December 31, 2015 and 2014, the aggregate amounts accrued for environmental liabilities including liability for environmental indemnities, reflected in our combined balance sheets in "Accrued expenses and other liabilities" were \$0.1 million and \$0.3 million, respectively. The accrual generally represents the estimated cost to study potential environmental issues at sites deemed to require investigation or clean-up activities, and the estimated cost to implement remediation actions, including on-going maintenance, as required. Cost estimates are developed by site. Initial cost estimates are based on historical experience at similar sites and are refined over time on the basis of in-depth studies of the sites. For many sites, the remediation costs and other damages for which we ultimately may be responsible cannot be reasonably estimated because of uncertainties with respect to factors such as our connection to the site, the materials there, the involvement of other potentially responsible parties, the application of laws and other standards or regulations, site conditions, and the nature and scope of investigations, studies, and remediation to be undertaken (including the technologies to be required and the extent, duration, and success of remediation).

Note 14 - Restructuring

As part of the Company's ongoing effort to implement its strategy of reducing operating costs, the Company reduced headcount and closed certain branches over the past several years resulting in severance costs as well as branch closure charges which principally relate to continuing lease obligations at vacant facilities. As part of this strategy, the Company incurred the following restructuring costs (in millions):

	Years Ended December 31,		
	2015	2014	2013
Termination benefits	\$ 2.8	\$ 2.0	\$ 3.0
Facility closure and lease obligation costs	1.5	3.0	5.2
Relocation costs	—	0.7	1.9
Total	<u>\$ 4.3</u>	<u>\$ 5.7</u>	<u>\$ 10.1</u>

By Type:

Termination benefits	\$ 2.8	\$ 2.0	\$ 3.0
Facility closure and lease obligation costs	1.5	3.0	5.2
Relocation costs	—	0.7	1.9
Total	<u>\$ 4.3</u>	<u>\$ 5.7</u>	<u>\$ 10.1</u>

The following table sets forth the activity affecting the restructuring accrual during the years ended December 31, 2015 and 2014. We expect to pay the remaining restructuring obligations relating to termination benefits over the next twelve months. The remainder of the restructuring accrual relates to future lease obligations which will be paid over the remaining term of the applicable leases .

<u>(in millions)</u>	Termination Benefits	Other	Total
Balance as of January 1, 2014	\$ 1.9	\$ 7.4	\$ 9.3
Charges incurred	2.0	3.7	5.7
Cash payments	(3.1)	(8.5)	(11.6)
Balance as of December 31, 2014	<u>\$ 0.8</u>	<u>\$ 2.6</u>	<u>\$ 3.4</u>
Charges incurred	2.8	1.5	4.3
Cash payments	(2.4)	(2.8)	(5.2)
Balance as of December 31, 2015	<u>\$ 1.2</u>	<u>\$ 1.3</u>	<u>\$ 2.5</u>

Note 15 - Financial Instruments

The Company employs established risk management policies and procedures, which seek to reduce the Company's commercial risk exposure to fluctuations in foreign currency exchange rates. However, there can be no assurance that these policies and procedures will be successful. Although the instruments utilized involve varying degrees of credit, market and interest risk, the counterparties to the agreements are expected to perform fully under the terms of the agreements. The Company monitors counterparty credit risk, including lenders, on a regular basis, but cannot be certain that all risks will be discerned or that its risk management policies and procedures will always be effective. Additionally, in the event of default under the Company's master derivative agreements, the non-defaulting party has the option to set-off any amounts owed with regard to open derivative

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positions.

The Company has the following risk exposures that it has historically used financial instruments to manage. None of the instruments have been designated in a hedging relationship as of December 31, 2015 or 2014.

Foreign Currency Exchange Rate Risk

The Company's objective in managing exposure to foreign currency fluctuations is to limit the exposure of certain cash flows and earnings from changes associated with foreign currency exchange rate changes through the use of various derivative contracts. The Company experiences foreign currency risks in its global operations as a result of various factors including intercompany local currency denominated loans, rental operations in various currencies and purchasing fleet in various currencies.

The following table summarizes the estimated fair value of the Company's financial instruments (in millions):

	Fair Value of Financial Instruments			
	Asset Derivatives (a)		Liability Derivatives (a)	
	Years Ended December 31,		Years Ended December 31,	
	2015	2014	2015	2014
Foreign currency forward contracts	\$ 0.1	\$ 2.4	\$ —	\$ —

(a) Asset derivatives are recorded in "Prepaid expenses and other assets" and all liability derivatives are recorded in "Other accrued liabilities" on the Company's combined balance sheets.

The following table summarizes the gains and losses on financial instruments for the period indicated (in millions):

	Location of Gain or (Loss) Recognized on Derivatives	Amount of Gain or (Loss) Recognized in Income on Derivatives		
		Years Ended December 31,		
		2015	2014	2013
Foreign currency forward contracts	Selling, general and administrative	\$ (5.9)	\$ (0.5)	\$ 1.1

While the Company's foreign currency forward contracts are subject to enforceable master netting agreements with their counterparties, the Company does not offset the derivative assets and liabilities in its combined balance sheets.

The impact of offsetting derivative instruments is depicted below as of December 31, 2015 (in millions):

	Gross assets	Gross assets offset in Balance Sheet	Net recognized assets in Balance Sheet	Gross Financial Instruments not offset in Balance Sheet	Net Amount
Prepaid Expenses and Other Assets:					
Foreign currency forward contracts	\$ 0.1	\$ —	\$ 0.1	\$ —	\$ 0.1
Accrued Liabilities:					
Foreign currency forward contracts	\$ —	\$ —	\$ —	\$ —	\$ —

The impact of offsetting derivative instruments is depicted below as of December 31, 2014 (in millions):

	Gross assets	Gross assets offset in Balance Sheet	Net recognized assets in Balance Sheet	Gross Financial Instruments not offset in Balance Sheet	Net Amount
Prepaid Expenses and Other Assets:					
Foreign currency forward contracts	\$ 2.4	\$ —	\$ 2.4	\$ —	\$ 2.4
Accrued Liabilities:					
Foreign currency forward contracts	\$ —	\$ —	\$ —	\$ —	\$ —

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Note 16 - Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market or, if none exists, the most advantageous market, for the specific asset or liability at the measurement date (referred to as the "exit price"). Fair value is a market-based measurement that should be determined based upon assumptions that market participants would use in pricing an asset or liability, including consideration of nonperformance risk.

The Company assesses the inputs used to measure fair value using the three-tier hierarchy promulgated under U.S. GAAP. This hierarchy indicates the extent to which inputs used in measuring fair value are observable in the market.

Level 1: Inputs that reflect quoted prices for identical assets or liabilities in active markets that are observable.

Level 2: Inputs other than quoted prices included in Level 1 that are observable either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3: Inputs that are unobservable to the extent that observable inputs are not available for the asset or liability at the measurement date and include management's judgment about assumptions market participants would use in pricing the asset or liability.

Under U.S. GAAP, entities are allowed to measure certain financial instruments and other items at fair value. The Company has not elected the fair value measurement option for any of its assets or liabilities that meet the criteria for this option. Irrespective of the fair value option previously described, U.S. GAAP requires certain financial and non-financial assets and liabilities of the Company to be measured on either a recurring basis or on a nonrecurring basis as shown in the sections that follow.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The fair value of cash, accounts receivable, accounts payable and accrued expenses, to the extent the underlying liability will be settled in cash, approximate carrying values because of the short-term nature of these instruments. The Company's assessment of goodwill and other intangible assets for impairment includes an assessment using various Level 2 (EBITDA multiples and discount rate) and Level 3 (forecasted cash flows) inputs. See Note 2—Summary of Significant Accounting Policies - "Goodwill and Indefinite-Lived Intangible Assets," for more information on the application of the use of fair value methodology.

Cash Equivalents and Investments

The Company's cash equivalents primarily consist of money market accounts which the Company measures at fair value on a recurring basis. The Company determines the fair value of cash equivalents using a market approach based on quoted prices in active markets.

Investments in equity and other securities that are measured at fair value on a recurring basis consist of various mutual funds. The valuation of these securities is based on pricing models whereby all significant inputs are observable or can be derived from or corroborated by observable market data.

The following table summarizes the ending balances of the Company's cash equivalents at December 31, 2015 (in millions).

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Money market funds	\$ 13.5	\$ —	\$ —	\$ 13.5

The Company had no material cash equivalents or investments at December 31, 2014.

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Financial Instruments

The fair value of the Company's financial instruments as of December 31, 2015 and 2014 are shown in Note 15 - Financial Instruments. The Company's financial instruments are classified as Level 2 assets and liabilities and are priced using quoted market prices for similar assets or liabilities in active markets.

Debt Obligations

The fair value of the Company's debt is estimated based on quoted market rates as well as borrowing rates currently available for loans with similar terms and average maturities (Level 2 inputs) (in millions).

	As of December 31, 2015		As of December 31, 2014	
	Nominal Unpaid Principal Balance	Aggregate Fair Value	Nominal Unpaid Principal Balance	Aggregate Fair Value
Debt	\$ 63.5	\$ 63.5	\$ 417.1	\$ 417.1

The fair value of the long-term debt does not purport to reflect the fair value that might have been determined if the Company had operated as a stand-alone public company for the periods presented or if the Company had used its own credit rating in the calculation.

Note 17 - Related Party Transactions

Loans with Affiliates

The Company entered into various loan agreements with affiliates as part of the centralized approach to cash management and financing of worldwide operations by THC. The amounts due to and from other affiliates have various interest rates and maturity dates but are generally short-term in nature with a weighted average interest rate of 2.7%. As of December 31, 2015 and 2014, the loan balances receivable from other affiliates were \$0.0 million and \$23.3 million, respectively, and the loan balances payable to other affiliates were \$73.2 million and \$472.3 million, respectively.

Capital Contributions from Affiliates

During the years ended December 31, 2015 and 2014, certain subsidiaries of THC made capital contributions to HERC of \$198.8 million and \$28.8 million, respectively.

Corporate Allocations

Historically, THC has provided services to and funded certain expenses for the Company that have been recorded at the THC level prior to the Spin-Off. As discussed in Note 2—Summary of Significant Accounting Policies, the financial information in these combined financial statements includes direct costs of the Company incurred by THC on the Company's behalf and an allocation of general corporate expenses of THC which were not historically allocated to the Company for certain support functions that were provided on a centralized basis within THC and not recorded at the business unit level, such as expenses related to finance, human resources, information technology, facilities, and legal, among others, and that would have been incurred had the Company been a separate, stand-alone entity.

Costs incurred and allocated by THC were included in the combined statements of operations as follows (in millions):

	Years Ended December 31,		
	2015	2014	2013
Direct operating	\$ (0.9)	\$ 2.2	\$ 5.4
Selling, general and administrative	36.0	44.5	36.2
Total allocated expenses	\$ 35.1	\$ 46.7	\$ 41.6

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THC Equity

Net transfers - THC represent net equity investment activity between the Company and THC. The components of the net transfers - THC for the years ended December 31, 2015, 2014, and 2013, are as follows (in millions):

	Years Ended December 31,		
	2015	2014	2013
Intercompany payable/receivable settlement with THC	\$ 944.6	\$ (333.6)	\$ 653.5
Other ^(a)	89.5	7.9	8.1
Net transfers - THC	<u>\$ 1,034.1</u>	<u>\$ (325.7)</u>	<u>\$ 661.6</u>

(a) Other primarily includes adjustments to historical expense allocations from THC and adjustments related to the disposition of HERC France and Spain operations in 2015 (net of tax).

Note 18 - Equity and Earnings Per Share

Share Repurchase Program

In March 2014, Hertz Holdings announced a \$1.0 billion share repurchase program (the "2014 share repurchase program"). The program replaced the \$300.0 million share repurchase program that the Hertz Holdings announced in 2013. During the fourth quarter of 2013, Hertz Holdings repurchased a total of 3.9 million shares at an average price of \$22.54 per share. In March 2013, Hertz Holdings repurchased 23.2 million shares at an average price of \$20.14. The 2014 share repurchase program permits Hertz Holdings to purchase shares through a variety of methods, including in the open market or through privately negotiated transactions, in accordance with applicable securities laws. It does not obligate Hertz Holdings to make any repurchases at any specific time or situation. The timing and extent to which Hertz Holdings repurchases its shares will depend upon, among other things, market conditions, share price, liquidity targets and other factors. Share repurchases may be commenced or suspended at any time or from time to time without prior notice. During 2015, Hertz Holdings repurchased 37.0 million shares at an aggregate purchase price of approximately \$604.5 million under the 2014 share repurchase program. Repurchases are included in treasury stock in the accompanying combined balance sheets as of December 31, 2015. As of December 31, 2015, the approximate dollar value of shares that may yet be purchased under the 2014 share repurchase program is \$395.9 million.

Earnings Per Share

Basic earnings per share has been computed based upon the weighted average number of common shares outstanding. Diluted earnings per share has been computed based upon the weighted average number of common shares outstanding plus the effect of all potentially dilutive common stock equivalents, except when the effect would be anti-dilutive.

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The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share data):

	Years Ended December 31,		
	2015	2014	2013
Basic and diluted earnings per share:			
Numerator:			
Net income, basic	\$ 111.3	\$ 89.7	\$ 98.1
Interest on convertible senior notes, net of tax	—	1.1	7.7
Net income, diluted	\$ 111.3	\$ 90.8	\$ 105.8
Denominator:			
Basic weighted average common shares	452.3	454.0	422.3
Stock options, RSUs and PSUs	4.1	6.4	6.9
Issuance of common stock upon conversion of Convertible Senior Notes	—	4.0	34.7
Weighted average shares used to calculate diluted earnings per share	456.4	464.4	463.9
Antidilutive stock options, RSUs, PSUs and conversion shares	4.2	11.0	—
Earnings per share:			
Basic	\$ 0.25	\$ 0.20	\$ 0.23
Diluted	\$ 0.24	\$ 0.20	\$ 0.23

Note 19 - Segment Information

The Company consists of a single reportable segment, worldwide equipment rental. In determining its reportable segments, the Company considered guidance in ASC 280, "Segment Reporting." ASC 280 provides that reportable segments may be presented based on the "management" approach and the Company has used the management approach to identify its operating segments. The management approach follows the internal process used by management for making decisions and assessing performance to determine the Company's reportable segments. Using the management approach, the Company has determined that there is a single reportable segment based upon the information provided to our chief operating decision maker, who regularly reviews financial results and assesses operating performance and allocates resources at the worldwide level for the Company.

International revenues, which are primarily generated in Canada and France, totaled \$332.4 million, \$460.6 million and \$508.8 million for the years ended December 31, 2015, 2014, and 2013, respectively.

Geographic information for long-lived assets, which consist primarily of revenue earning equipment and property and equipment, was as follows (in millions):

	As of December 31,	
	2015	2014
Total assets at end of year		
United States	\$ 2,584.8	\$ 2,702.8
International	822.0	908.5
Total	\$ 3,406.8	\$ 3,611.3
Revenue earning equipment, net, at end of year		
United States	\$ 2,081.9	\$ 1,952.2
International	300.6	475.7
Total	\$ 2,382.5	\$ 2,427.9
Property and equipment, net, at end of year		
United States	\$ 214.9	\$ 217.8
International	31.7	47.7
Total	\$ 246.6	\$ 265.5

Note 20 - Subsequent Events

The Company has evaluated transactions for consideration as recognized subsequent events for the combined financial statements for the year ended December 31, 2015. Additionally, the Company has evaluated transactions that occurred as of the issuance of these combined financial statements, April 18, 2016, for purposes of disclosure of unrecognized subsequent events. Except when disclosed in these combined financial statements, no significant subsequent events that would require adjustments or disclosures were noted.

Note 21 - Revision of Interim Financial Information (unaudited)

We have revised our combined statement of cash flows for the nine months ended September 30, 2015 and 2014 to correct immaterial errors in the presentation of operating, investing and financing cash flows for certain items. The corrections principally related to the purchases, disposals, prepaids and payables related to revenue earning equipment and property, plant and equipment as well as other immaterial items. The errors were primarily attributable to using roll forward schedules that did not reflect all activity within the period. Additionally, during the nine months ended September 30, 2015, we corrected the presentation of assets and liabilities held for sale, which was incorrect due to the infrequent nature of this type of transaction. The adjustments had no net impact on cash and cash equivalents.

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The following tables present the effect of these corrections on our combined statements of cash flows (in millions):

	Nine Months Ended September 30, 2015			
	As Previously Reported	Adjustments (unaudited)		As Revised
Cash flows from operating activities:				
Net income	\$ 33.1	\$	—	\$ 33.1
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation of revenue earning equipment	257.6		—	257.6
Depreciation of property and equipment	30.3		—	30.3
Amortization of other intangible assets	27.8		—	27.8
Amortization and write-off of debt issuance costs	0.8		2.6	3.4
Stock-based compensation charges	2.3		—	2.3
(Gain) loss on revaluation of foreign denominated debt	2.0		—	2.0
Provision for receivables allowance	29.6		—	29.6
Deferred taxes on income	(0.5)		—	(0.5)
Gain on sale of revenue earning equipment, net	(14.2)		—	(14.2)
Gain on sale of property and equipment	(1.2)		—	(1.2)
Income from joint venture	(2.4)		(0.6)	(3.0)
Changes in assets and liabilities, net of effects of acquisitions:				
Receivables	7.8		(28.6)	(20.8)
Inventories, prepaid expenses and other assets	(1.4)		(13.1)	(14.5)
Accounts payable	(11.7)		17.6	5.9
Accrued expenses and other liabilities	17.8		(11.1)	6.7
Accrued taxes	30.7		3.3	34.0
Net cash provided by operating activities	408.4		(29.9)	378.5
Cash flows from investing activities:				
Net change in restricted cash and cash equivalents	6.6		—	6.6
Revenue earning equipment expenditures	(538.4)		0.6	(537.8)
Proceeds from disposal of revenue earning equipment	219.2		(92.4)	126.8
Property and equipment expenditures	(62.9)		(4.2)	(67.1)
Proceeds from disposal of property and equipment	43.4		(35.5)	7.9
Other investing activities	(0.4)		—	(0.4)
Net cash used in investing activities	(332.5)		(131.5)	(464.0)
Cash flows from financing activities:				
Proceeds from issuance of long-term debt	1,455.6		—	1,455.6
Payments of long-term debt	(1,553.0)		—	(1,553.0)
Net settlement on vesting of restricted stock	(4.5)		—	(4.5)
Purchase of treasury stock	(261.7)		—	(261.7)
Capital contributions from affiliates	101.7		—	101.7
Net transfers (to) from THC	475.2		—	475.2
Net financing activities with affiliates	(288.4)		161.4	(127.0)
Net cash provided by (used in) financing activities	(75.1)		161.4	86.3
Effect of foreign exchange rate changes on cash and cash equivalents	(3.0)		—	(3.0)
Net change in cash and cash equivalents during the period	(2.2)		—	(2.2)
Cash and cash equivalents at beginning of period	18.9		—	18.9
Cash and cash equivalents at end of period	\$ 16.7	\$	—	\$ 16.7

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
NOTES TO THE COMBINED FINANCIAL STATEMENTS (continued)

	Nine Months Ended September 30, 2014		
	As Previously Reported	Adjustments (unaudited)	As Revised
Cash flows from operating activities:			
Net income	\$ 72.6	\$ —	\$ 72.6
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation of revenue earning equipment	252.9	—	252.9
Depreciation of property and equipment	27.2	—	27.2
Amortization of other intangible assets	28.4	—	28.4
Amortization and write-off of debt issuance costs	2.6	2.4	5.0
Stock-based compensation charges	1.4	—	1.4
(Gain) loss on revaluation of foreign denominated debt	(2.6)	—	(2.6)
Provision for receivables allowance	22.9	—	22.9
Deferred taxes on income	0.2	—	0.2
Gain on sale of revenue earning equipment, net	(17.6)	—	(17.6)
Gain on sale of property and equipment	(1.5)	—	(1.5)
Income from joint venture	(2.9)	—	(2.9)
Loss on extinguishment of debt	0.8	—	0.8
Changes in assets and liabilities, net of effects of acquisitions:			
Receivables	(49.5)	(5.2)	(54.7)
Inventories, prepaid expenses and other assets	17.0	(15.7)	1.3
Accounts payable	(17.1)	(9.4)	(26.5)
Accrued expenses and other liabilities	(2.0)	(1.8)	(3.8)
Accrued taxes	34.5	(0.7)	33.8
Net cash provided by operating activities	367.3	(30.4)	336.9
Cash flows from investing activities:			
Net change in restricted cash and cash equivalents	44.5	—	44.5
Revenue earning equipment expenditures	(488.7)	18.3	(470.4)
Proceeds from disposal of revenue earning equipment	130.3	(0.5)	129.8
Property and equipment expenditures	(19.1)	(7.8)	(26.9)
Proceeds from disposal of property and equipment	8.4	(4.0)	4.4
Net cash used in investing activities	(324.6)	6.0	(318.6)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	2,200.0	—	2,200.0
Payments of long-term debt	(1,842.4)	—	(1,842.4)
Proceeds from exercise of stock options	17.9	—	17.9
Proceeds from employee stock purchase plan	3.0	—	3.0
Net settlement on vesting of restricted stock	(16.5)	—	(16.5)
Capital contributions from affiliates	17.4	—	17.4
Net transfers (to) from THC	(378.3)	—	(378.3)
Net financing activities with affiliates	(30.5)	24.4	(6.1)
Net cash provided by (used in) financing activities	(29.4)	24.4	(5.0)
Effect of foreign exchange rate changes on cash and cash equivalents	(2.2)	—	(2.2)
Net change in cash and cash equivalents during the period	11.1	—	11.1
Cash and cash equivalents at beginning of period	15.4	—	15.4
Cash and cash equivalents at end of period	\$ 26.5	\$ —	\$ 26.5

SCHEDULE II
VALUATION AND QUALIFYING ACCOUNTS
HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)

(In millions)

	Balance at Beginning of Period	Additions		Deductions^(a)	Balance at End of Period
		Charged to Expense	Translation Adjustments		
Receivables allowances:					
Year ended December 31, 2015	\$ 28.4	\$ 33.7	\$ —	\$ (38.3)	\$ 23.8
Year ended December 31, 2014	20.0	31.3	—	(22.9)	28.4
Year ended December 31, 2013	16.6	26.5	—	(23.1)	20.0
Tax valuation allowances:					
Year ended December 31, 2015	\$ 31.5	\$ 0.6	\$ 0.9	\$ (29.4)	\$ 3.6
Year ended December 31, 2014	34.7	3.7	(2.9)	(4.0)	31.5
Year ended December 31, 2013	28.5	6.3	1.2	(1.3)	34.7

(a) Amounts written off, net of recoveries.

HERC HOLDINGS INC.
(a/k/a **HERTZ GLOBAL HOLDINGS, INC.**)
COMBINED BALANCE SHEETS
(Unaudited)
(In millions, except par value)

	March 31, 2016	December 31, 2015
ASSETS		
Cash and cash equivalents	\$ 12.3	\$ 15.7
Restricted cash and cash equivalents	11.7	16.0
Receivables, net of allowance of \$25.2 and \$23.8 as of March 31, 2016 and December 31, 2015, respectively	267.2	287.8
Taxes receivable	8.7	8.7
Inventories, at lower of cost or market	20.0	22.3
Prepaid expenses and other assets	20.3	20.8
Total current assets	340.2	371.3
Revenue earning equipment, net	2,361.0	2,382.5
Property and equipment, net	244.0	246.6
Other intangible assets, net	302.9	300.5
Goodwill	91.0	91.0
Other long-term assets	16.0	14.9
Total assets	\$ 3,355.1	\$ 3,406.8
LIABILITIES AND EQUITY		
Current maturities of long-term debt	\$ 10.3	\$ 10.2
Loans payable to affiliates	73.7	73.2
Accounts payable	148.9	109.5
Other accrued liabilities	51.8	47.8
Accrued taxes	40.6	41.6
Total current liabilities	325.3	282.3
Long-term debt	50.7	53.3
Other long-term liabilities	31.9	32.1
Deferred taxes	727.4	727.3
Total liabilities	1,135.3	1,095.0
Commitments and contingencies		
Equity:		
Preferred stock, \$0.01 par value, 200.0 shares authorized, no shares issued and outstanding	—	—
Common stock, \$0.01 par value, 2,000.0 shares authorized, 465.3 and 463.7 shares issued and 424.3 and 422.7 outstanding	4.6	4.6
Additional paid-in capital	3,719.6	3,843.1
Accumulated deficit	(607.0)	(605.5)
Accumulated other comprehensive loss	(205.4)	(238.4)
Treasury stock, at cost, 40.9 shares	(692.0)	(692.0)
Total equity	2,219.8	2,311.8
Total liabilities and equity	\$ 3,355.1	\$ 3,406.8

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
COMBINED STATEMENTS OF OPERATIONS
(Unaudited)
(In millions, except per share data)

	Three Months Ended March 31,	
	2016	2015
Revenues:		
Equipment rentals	\$ 307.8	\$ 331.6
Sales of revenue earning equipment	37.5	46.5
Sales of new equipment, parts and supplies	17.3	19.5
Service and other revenues	3.0	3.7
Total revenues	365.6	401.3
Expenses:		
Direct operating	159.6	175.2
Depreciation of revenue earning equipment	81.8	83.1
Cost of sales of revenue earning equipment	45.4	39.8
Cost of sales of new equipment, parts and supplies	13.1	15.2
Selling, general and administrative	61.3	72.1
Restructuring	0.3	0.7
Interest expense, net	6.5	9.5
Other income, net	(0.9)	(1.0)
Total expenses	367.1	394.6
Income (loss) before income taxes	(1.5)	6.7
Provision for taxes on income	—	(5.0)
Net income (loss)	\$ (1.5)	\$ 1.7
Weighted average shares outstanding:		
Basic	423.9	458.8
Diluted	423.9	461.9
Earnings per share:		
Basic	\$ —	\$ —
Diluted	\$ —	\$ —

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
COMBINED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)
(In millions)

	Three Months Ended March 31,	
	2016	2015
Net income (loss)	\$ (1.5)	\$ 1.7
Other comprehensive income (loss), net of tax:		
Translation adjustment changes	32.8	(53.5)
Defined benefit pension plans:		
Amortization or settlement of net loss	0.5	0.3
Net gain arising during the period	(0.2)	(0.2)
Income tax related to defined benefit pension plans	(0.1)	0.1
Total other comprehensive income (loss)	33.0	(53.3)
Total comprehensive income (loss)	\$ 31.5	\$ (51.6)

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.

(a/k/a HERTZ GLOBAL HOLDINGS, INC.)

COMBINED STATEMENTS OF CHANGES IN EQUITY

(Unaudited)

(In millions)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity
	Shares	Amount					
Balance at:							
December 31, 2015	422.7	\$ 4.6	\$ 3,843.1	\$ (605.5)	\$ (238.4)	\$ (692.0)	\$ 2,311.8
Net loss	—	—	—	(1.5)	—	—	(1.5)
Other comprehensive income	—	—	—	—	33.0	—	33.0
Net settlement on vesting of restricted stock	0.1	—	(0.3)	—	—	—	(0.3)
Stock-based compensation charges	—	—	1.0	—	—	—	1.0
Exercise of stock options	1.5	—	8.7	—	—	—	8.7
Net transfers - THC	—	—	(132.9)	—	—	—	(132.9)
March 31, 2016	424.3	\$ 4.6	\$ 3,719.6	\$ (607.0)	\$ (205.4)	\$ (692.0)	\$ 2,219.8

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity
	Shares	Amount					
Balance at:							
December 31, 2014	458.6	\$ 4.6	\$ 2,607.4	\$ (716.8)	\$ (102.4)	\$ (87.5)	\$ 1,705.3
Net income (loss)	—	—	—	1.7	—	—	1.7
Other comprehensive loss	—	—	—	—	(53.3)	—	(53.3)
Net settlement on vesting of restricted stock	0.3	—	(3.4)	—	—	—	(3.4)
Stock-based compensation charges	—	—	0.2	—	—	—	0.2
Net transfers - THC	—	—	(44.3)	—	—	—	(44.3)
March 31, 2015	458.9	\$ 4.6	\$ 2,559.9	\$ (715.1)	\$ (155.7)	\$ (87.5)	\$ 1,606.2

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.
(a/k/a **HERTZ GLOBAL HOLDINGS, INC.**)
COMBINED STATEMENTS OF CASH FLOWS
(Unaudited)
(In millions)

	Three Months Ended March 31,	
	2016	2015
Cash flows from operating activities:		
Net (loss) income	\$ (1.5)	\$ 1.7
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation of revenue earning equipment	81.8	83.1
Depreciation of property and equipment	9.3	9.3
Amortization of other intangible assets	1.2	9.5
Amortization and write-off of debt issuance costs	1.1	1.1
Stock-based compensation charges	1.0	0.2
Loss on revaluation of foreign denominated debt	—	3.4
Provision for receivables allowance	9.2	8.9
Deferred taxes on income	(0.1)	0.1
Loss (gain) on sale of revenue earning equipment, net	7.9	(6.7)
Gain on sale of property and equipment	(0.4)	(0.3)
Income from joint ventures	(0.9)	(1.0)
Changes in assets and liabilities:		
Receivables	6.1	15.4
Inventories, prepaid expenses and other assets	2.0	(6.1)
Accounts payable	(16.5)	11.9
Accrued expenses and other liabilities	4.1	0.5
Accrued taxes	(2.2)	6.2
Net cash provided by operating activities	102.1	137.2
Cash flows from investing activities:		
Net change in restricted cash and cash equivalents	4.3	12.1
Revenue earning equipment expenditures	(36.7)	(120.0)
Proceeds from disposal of revenue earning equipment	41.7	62.0
Capital expenditures, non-fleet	(4.7)	(20.2)
Proceeds from disposal of property and equipment	1.2	4.5
Net cash provided by (used in) investing activities	5.8	(61.6)

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS, INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
COMBINED STATEMENTS OF CASH FLOWS (Continued)
(Unaudited)
(In millions)

	Three Months Ended March 31,	
	2016	2015
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	365.0	630.0
Payments of long-term debt	(367.5)	(621.6)
Proceeds from exercise of stock options	8.7	—
Net settlement on vesting of restricted stock	(0.3)	(3.4)
Net transfers to THC	(132.9)	(44.3)
Net financing activities with affiliates	15.1	(36.2)
Net cash used in financing activities	(111.9)	(75.5)
Effect of foreign exchange rate changes on cash and cash equivalents	0.6	(2.4)
Net change in cash and cash equivalents during the period	(3.4)	(2.3)
Cash and cash equivalents at beginning of period	15.7	18.9
Cash and cash equivalents at end of period	\$ 12.3	\$ 16.6
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	\$ 1.7	\$ 5.5
Income taxes	\$ 2.3	\$ 3.0
Supplemental disclosures of non-cash flow information:		
Purchases of revenue earning equipment included in accounts payable and accrued liabilities	\$ 81.6	\$ 139.2
Sales of revenue earning equipment included in receivables	\$ 27.5	\$ 29.6
Capital expenditures, non-fleet included in liabilities	\$ 4.9	\$ 10.2
Sales of property and equipment included in receivables	\$ 1.8	\$ 2.0

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
NOTES TO THE UNAUDITED INTERIM COMBINED FINANCIAL STATEMENTS

Note 1—Background

On March 18, 2014, Hertz Global Holdings, Inc. ("Hertz Holdings") announced its intention to separate its car rental business and its equipment rental business (the "Spin-Off") into two independent, publicly traded companies. To effect the separation, Hertz Holdings will first undertake an internal reorganization pursuant to which all of the shares of The Hertz Corporation, the primary operating company of Hertz Holdings' car rental business ("THC"), will be indirectly held by Hertz Rental Car Holding Company, Inc., or "New Hertz", a wholly owned subsidiary of Hertz Holdings, and all of the shares of Hertz Equipment Rental Corporation, the primary operating company of Hertz Holdings' equipment rental business ("HERC"), will be indirectly held by Hertz Investors, Inc., which is wholly owned by Hertz Holdings. Following the internal reorganization, Hertz Holdings will distribute all of the shares of common stock of New Hertz to the stockholders of Hertz Holdings on a pro rata basis. Following the distribution, New Hertz will operate the car rental business through THC and its subsidiaries and Hertz Holdings, which will be renamed Herc Holdings Inc. ("HERC Holdings") will continue to operate the equipment rental business.

The combined financial statements consist of HERC Holdings, the top level holding company of Hertz Holdings' equipment rental business following the Spin-Off with no material assets or stand-alone operations, and HERC and its consolidated subsidiaries. At March 31, 2016, HERC operates equipment rental businesses through approximately 280 branches in the United States, Canada, China, the United Kingdom and through joint ventures in Saudi Arabia and Qatar, as well as through 13 franchisee owned branches. On October 30, 2015, the Company sold its operations in France and Spain representing a consolidated 62 branches. HERC has been in the equipment rental business since 1965 and offers a broad range of equipment for rent. Major categories of equipment for rental include earthmoving equipment, material handling equipment, aerial and electrical equipment, lighting, air compressors, pumps, generators, small tools, compaction equipment and construction-related trucks.

Unless the context otherwise requires, references in these notes to the combined financial statements to the "Company," "we," "us" and "our" mean Herc Holdings Inc. (a/k/a Hertz Global Holdings, Inc.) and its expected combined subsidiaries following the Spin-Off, including HERC and its subsidiaries, but excluding THC.

Note 2—Basis of Presentation and Recently Issued Accounting Pronouncements

Basis of Presentation

The unaudited combined financial statements include the accounts of the Company as defined above. In the event that the Company is a primary beneficiary of a variable interest entity, the assets, liabilities, and results of operations of the variable interest entity are included in the Company's combined financial statements. All significant intercompany transactions have been eliminated in the combined financial statements. Transactions between the Company and THC and its affiliates are herein referred to as "related party" or "affiliated" transactions.

The unaudited combined financial statements include net interest expense on loans receivable and payable to affiliates and expense allocations for certain corporate functions historically performed by THC, including, but not limited to, general corporate expenses related to finance, legal, information technology, human resources, communications, employee benefits and incentives, insurance and stock-based compensation. These expenses have been allocated to the Company on the basis of direct usage when identifiable, with the remainder allocated on the basis of revenues, operating expenses, headcount or other relevant measures. Management believes the assumptions underlying the combined financial statements, including the assumptions regarding the allocation of corporate expenses from THC, are reasonable. Nevertheless, the combined financial statements may not include all of the expenses that would have been incurred had the Company been a stand-alone company during the periods presented and may not reflect the Company's combined financial position, results of operations and cash flows had the Company been a stand-alone company during the periods presented. Actual costs that would have been incurred if the Company had been a stand-alone company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure. For additional information related to costs allocated to the Company by THC, see Note 14 - Related Party Transactions

The Company prepares its unaudited condensed combined financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). In the opinion of management, the unaudited condensed combined financial statements reflect all adjustments of a normal recurring nature that are necessary for a fair presentation of the results for the interim periods presented. Interim results are not necessarily indicative of results for a full year.

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
NOTES TO THE UNAUDITED INTERIM COMBINED FINANCIAL STATEMENTS (continued)

The year-end combined balance sheet data was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP. These interim combined financial statements should be read in conjunction with the audited annual combined financial statements and notes to those combined financial statements included elsewhere in this information statement.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and footnotes. Actual results could differ materially from those estimates.

Recently Issued Accounting Pronouncements

Adopted

Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could be Achieved after the Requisite Service Period

In June 2014, the FASB issued guidance that requires that a performance target in a share-based payment award that affects vesting and that can be achieved after the requisite service period is completed is to be accounted for as a performance condition; therefore, compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved, and the amount of compensation cost recognized should be based on the portion of the service period fulfilled. The Company adopted this guidance prospectively on January 1, 2016 in accordance with the effective date. Adoption of this new guidance did not impact the Company's financial position, results of operations or cash flows.

Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items

In January 2015, the FASB issued guidance that eliminates the concept of an event or transaction that is unusual in nature and occurs infrequently being treated as an extraordinary item. The Company adopted this guidance prospectively on January 1, 2016 in accordance with the effective date. Adoption of this new guidance did not impact the Company's financial position, results of operations or cash flows.

Amendments to the Consolidation Analysis

In February 2015, the FASB issued guidance that changes the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. The Company adopted this guidance retrospectively on January 1, 2016 in accordance with the effective date. Adoption of this new guidance did not impact the Company's financial position, results of operations or cash flows.

Simplifying the Presentation of Debt Issuance Costs

In April 2015, the FASB issued guidance requiring debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability. In August 2015, the FASB issued guidance clarifying that debt issuance costs related to line-of-credit and other revolving debt arrangements may be deferred and presented as an asset. The Company adopted this guidance retrospectively on January 1, 2016 in accordance with the effective date. The impact of adopting this above guidance did not impact the Company's financial position, results of operations or cash flows.

Customer's Accounting for Fees Paid in a Cloud Computing Arrangement

In April 2015, the FASB issued guidance for customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The Company adopted this guidance prospectively on January 1, 2016 in accordance with the effective date. Adoption of this new guidance did not impact the Company's financial position, results of operations or cash flows.

Simplifying the Accounting for Measurement Period Adjustments for Business Combinations

In September 2015, the FASB issued guidance that requires adjustments to provisional amounts during the measurement period of a business combination to be recognized in the reporting period in which the adjustments are determined, rather than

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
NOTES TO THE UNAUDITED INTERIM COMBINED FINANCIAL STATEMENTS (continued)

retrospectively. The Company adopted this guidance prospectively on January 1, 2016 in accordance with the effective date. Adoption of this new guidance did not impact the Company's financial position, results of operations or cash flows.

Not Yet Adopted

Revenue from Contracts with Customers

In May 2014, the FASB issued guidance that will replace most existing revenue recognition guidance in U.S. GAAP. The new guidance applies to all contracts with customers except for leases, insurance contracts, financial instruments, certain nonmonetary exchanges and certain guarantees. The core principle of the guidance is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. The new principles-based revenue recognition model requires an entity to perform five steps: 1) identify the contract(s) with a customer, 2) identify the performance obligations in the contract, 3) determine the transaction price, 4) allocate the transaction price to the performance obligations in the contract, and 5) recognize revenue when (or as) the entity satisfies a performance obligation. Under the new guidance, performance obligations in a contract will be separately identified, which may impact the timing of recognition of the revenue allocated to each obligation. The measurement of revenue recognized may also be impacted by identification of new performance obligations and other provisions, such as collectability and variable consideration. Also, additional disclosures are required about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. The new guidance may be adopted on either a full or modified retrospective basis. As issued, the guidance is effective for annual reporting periods beginning after December 15, 2016, including interim periods within those reporting periods. In July 2015, the FASB agreed to defer the effective date of the guidance until annual and interim reporting periods beginning after December 15, 2017. In March 2016, the FASB issued clarifying guidance on assessing whether an entity is a principal or an agent in a revenue transaction, which impacts whether an entity reports revenue on a gross or net basis. The Company is in the process of determining the method and timing of adoption and assessing the overall impacts of adopting this guidance on its financial position, results of operations and cash flows.

Simplifying the Subsequent Measurement of Inventory

In July 2015, the FASB issued guidance that requires inventory to be measured at the lower of cost and net realizable value, excluding inventory measured using the last-in, first-out method or the retail inventory method. Net realizable value is defined as the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Current guidance requires inventory to be measured at the lower of cost or market. This guidance is effective prospectively for annual periods beginning after December 15, 2016 and interim periods within those annual periods. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

Recognition and Measurement of Financial Assets and Financial Liabilities

In January 2016, the FASB issued guidance that makes several changes to the accounting for financial assets and liabilities, including, among other things, a requirement to measure most equity investments at fair value with changes in fair value recognized in net income (with the exception of investments that are consolidated or accounted for using the equity method or a fair value practicability exception), and amends certain disclosure requirements related to fair value measurements and financial assets and liabilities. This guidance is effective for annual periods beginning after December 15, 2017 and interim periods within those annual periods using a modified retrospective transition method for most of the requirements. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

Leases

In February 2016, the FASB issued guidance that replaces the existing lease guidance. The new guidance establishes a right-of-use ("ROU") model that requires a lessee to record a ROU asset and lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. This guidance also expands the requirements for lessees to record leases embedded in other arrangements and the required quantitative and qualitative disclosures surrounding leases. Accounting guidance for lessors is largely unchanged. This guidance is effective for annual periods beginning after December 15, 2018 and interim periods within those annual periods using a modified retrospective transition approach. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

HERC HOLDINGS INC.
(a/k/a HERTZ GLOBAL HOLDINGS, INC.)
NOTES TO THE UNAUDITED INTERIM COMBINED FINANCIAL STATEMENTS (continued)

Simplifying the Transition to the Equity Method of Accounting

In March 2016, the FASB issued guidance that eliminates the requirement to apply the equity method of accounting retrospectively when significant influence over a previously held investment is obtained. Rather, the guidance requires the investor to add the cost of acquiring the additional interest in the investee to the current basis of the investor's previously held interest and adopt the equity method of accounting as of the date the investment becomes qualified for equity method of accounting. This guidance is effective prospectively for annual periods beginning after December 15, 2016 and interim periods within those annual periods. The Company is in the process of assessing the potential impacts of adopting this guidance on its financial position, results of operations and cash flows.

Improvements to Employee Share-Based Payment Accounting

In March 2016, the FASB issued guidance that simplifies several areas of employee share-based payment accounting, including income taxes, forfeitures, minimum statutory withholding requirements, and classifications within the statement of cash flows. Most significantly, the new guidance eliminates the need to track tax "windfalls" in a separate pool within additional paid-in capital; instead, excess tax benefits and tax deficiencies will be recorded within income tax expense. This will result in the Company reclassifying excess tax benefits from additional paid-in capital to retained earnings on the balance sheet. The new guidance also gives entities the ability to elect whether to estimate forfeitures or account for them as they occur. Different adoption methods are required for the various aspects of the new guidance, including the retrospective, modified retrospective and prospective approaches, effective for annual periods beginning after December 15, 2016 and interim periods within those annual periods. The Company is in the process of assessing the impacts of adopting this guidance on its financial position, results of operations and cash flows.

Note 3 - Revenue Earning Equipment

Revenue earning equipment consists of the following (in millions):

	March 31, 2016	December 31, 2015
Revenue earning equipment	\$ 3,542.9	\$ 3,526.2
Less accumulated depreciation	(1,181.9)	(1,143.7)
Revenue earning equipment, net	<u>\$ 2,361.0</u>	<u>\$ 2,382.5</u>

Depreciation expense for the three months ended March 31, 2016 and 2015 was \$81.8 million and \$83.1 million, respectively. Depreciation rates are reviewed on a regular basis based on management's ongoing assessment of present and estimated future market conditions, their effect on residual values at the time of disposal and estimated holding periods. Depreciation rate changes had no impact on expense during the three months ended March 31, 2016 or 2015.

The capitalized cost of refurbishing revenue earning equipment for the three months ended March 31, 2016 and 2015 were \$4.5 million and \$9.6 million, respectively.

Note 4 - Property and Equipment

Property and equipment consists of the following (in millions):

	March 31, 2016	December 31, 2015
Land and buildings	\$ 108.8	\$ 108.0
Service vehicles	212.3	207.5
Leasehold improvements	59.1	56.7
Machinery and equipment	22.7	22.5
Computer equipment	32.7	32.4
Furniture and fixtures	4.2	4.0
Construction in progress	9.1	11.3
Property and equipment, at cost	448.9	442.4
Less accumulated depreciation and amortization	(204.9)	(195.8)
Property and equipment, net	<u>\$ 244.0</u>	<u>\$ 246.6</u>

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Depreciation expense for the three months ended March 31, 2016 and 2015 was \$9.3 million and \$9.3 million, respectively. Depreciation expense for property and equipment is included in "Direct operating" and "Selling, general and administrative expenses" in the Company's combined statements of operations.

Note 5 - Debt

Financial debt, including the short term portion, consists of the following (in millions):

Facility	Weighted Average Interest Rate at March 31, 2016	Fixed or Floating Interest Rate	Maturity	March 31, 2016	December 31, 2015
Senior ABL Facility	N/A	N/A	N/A	\$ —	\$ —
Capitalized Leases	3.8%	Fixed	2017-2020	61.0	63.5
Total debt				61.0	63.5
Less: current maturities				(10.3)	(10.2)
Long term debt				\$ 50.7	\$ 53.3

Financial Covenant Compliance

Under the terms of its Senior ABL Facility, the Company is not subject to ongoing financial maintenance covenants; however, failure to maintain certain levels of liquidity will subject the Company to a contractually specified fixed charge coverage ratio of not less than 1:1 for the four quarters most recently ended. As of March 31, 2016 the Company was not subject to the fixed charge coverage ratio test.

Note 6—Employee Retirement Benefits

THC sponsors certain U.S. defined benefit and defined contribution plans covering substantially all U.S. employees. Additionally, THC has non-U.S. defined benefit and defined contribution plans covering eligible non-U.S. employees. Postretirement benefits, other than pensions, provide healthcare benefits, and in some instances, life insurance benefits for certain eligible retired employees.

Many of the plans covering the Company's employees also cover employees of other THC subsidiaries. For each of these plans, the Company has recorded its portion of the expense and the related obligations which have been actuarially determined and assets have been allocated proportionally. The contribution amounts for periods prior to the Spin-Off were determined in total for each of the plans and allocated to the Company based on the accumulated benefit obligation. In conjunction with the contemplated Spin-Off, these plans will be legally separated and the assets, if any, allocated based on the applicable requirements in the jurisdiction.

The following table sets forth the net periodic pension expense (in millions):

	Three Months Ended March 31,	
	2016	2015
Components of Net Periodic Benefit Cost:		
Interest cost	\$ 1.5	\$ 1.4
Expected return on plan assets	(2.0)	(2.2)
Net amortizations	0.5	0.1
Settlement loss	—	0.2
Net periodic pension expense (benefit)	\$ —	\$ (0.5)

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Note 7—Stock-Based Compensation

As of March 31, 2016, all stock-based compensation awards held by employees of the Company were granted by Hertz Holdings, under various Hertz Holdings' sponsored plans. Stock-based compensation awards are measured on their grant date using a fair value method and are recognized in the statement of operations over the requisite service period. Hertz Holdings' stock-based compensation plans provide for grants of both equity and cash awards, including non-qualified stock options, incentive stock options, stock appreciation rights, performance awards (shares and units), restricted awards (shares and units) and deferred stock units to key executives, employees and non-management directors. All stock-based compensation award disclosures are measured in terms of ordinary shares of Hertz Holdings.

During the three months ended March 31, 2016, the Company granted 206,241 restricted stock units ("RSUs") at a weighted average grant date fair value of \$9.99 and 285,799 performance stock units ("PSUs") at a weighted average grant date fair value of \$9.99 under the Hertz Global Holdings, Inc. 2008 Omnibus Incentive Plan with vesting terms of three to five years.

The Company's stock-based compensation expense is included in "Selling, general and administrative expenses." The following table summarizes the expenses and associated income tax benefits recognized (in millions):

	Three Months Ended March 31,	
	2016	2015
Compensation expense	\$ 1.0	\$ 0.2
Income tax benefit	(0.4)	(0.1)
Total	\$ 0.6	\$ 0.1

These expenses include allocated stock-based compensation expenses from THC of \$0.6 million and \$0.0 million for the three months ended March 31, 2016 and 2015, respectively. This expense is for the employees of THC and its non-HERC Holdings subsidiaries whose costs of services were allocated to the Company. For additional information related to costs allocated to the Company by THC, see Note 14 - Related Party Transactions

As of March 31, 2016, there was approximately \$7.8 million of total unrecognized compensation cost related to non-vested stock options, restricted awards and performance awards granted to the Company's employees by Hertz Holdings under various Hertz Holdings' sponsored plans. The total unrecognized compensation cost is expected to be recognized over the remaining 2.9 years, on a weighted average basis, of the requisite service period that began on the grant dates.

Note 8—Taxes on Income (Loss)

The effective tax rate for the three months ended March 31, 2016 and 2015 was 2.4% and 75.2%, respectively. The effective tax rate for the first quarter of 2015 is higher than the statutory rate due to tax losses associated with our operations in France and Spain for which tax benefits are not realized. The effective tax rate for the full fiscal year 2016 is expected to be approximately 37.5%.

The Company recorded a tax benefit of less than \$0.1 million for the three months ended March 31, 2016 compared to a tax provision of \$5.0 million for the three months ended March 31, 2015. The change was the result of a decrease in pre-tax income.

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Note 9—Accumulated Other Comprehensive Income (Loss)

Changes in the accumulated other comprehensive income (loss) balance by component (net of tax) are as follows (in millions):

	<u>Pension and Other Post-Employment Benefits</u>	<u>Foreign Currency Items</u>	<u>Accumulated Other Comprehensive Income (Loss)</u>
Balance at January 1, 2016	\$ (15.5)	\$ (222.9)	\$ (238.4)
Other comprehensive loss before reclassification	(0.1)	32.8	32.7
Amounts reclassified from accumulated other comprehensive loss	0.3	—	0.3
Net current period other comprehensive loss	0.2	32.8	33.0
Balance at March 31, 2016	<u>\$ (15.3)</u>	<u>\$ (190.1)</u>	<u>\$ (205.4)</u>

	<u>Pension and Other Post-Employment Benefits</u>	<u>Foreign Currency Items</u>	<u>Accumulated Other Comprehensive Income (Loss)</u>
Balance at January 1, 2015	\$ (10.8)	\$ (91.6)	\$ (102.4)
Other comprehensive loss before reclassification	—	(53.5)	(53.5)
Amounts reclassified from accumulated other comprehensive loss	0.2	—	0.2
Net current period other comprehensive loss	0.2	(53.5)	(53.3)
Balance at March 31, 2015	<u>\$ (10.6)</u>	<u>\$ (145.1)</u>	<u>\$ (155.7)</u>

Amounts reclassified from accumulated other comprehensive income (loss) to earnings were as follows (in millions):

	<u>Three Months Ended March 31,</u>		<u>Statement of Operations Caption</u>
	<u>2016</u>	<u>2015</u>	
Pension and other postretirement benefit plans			
Amortization of actuarial (gain) losses ⁽¹⁾	\$ 0.5	\$ 0.3	Selling, general and administrative
Tax provision	(0.2)	(0.1)	Provisions for taxes on income
Total reclassifications for the period	<u>\$ 0.3</u>	<u>\$ 0.2</u>	

(1) Included in the computation of net periodic pension expenses (see Note 6—Employee Retirement Benefits)

Note 10—Contingencies and Off-Balance Sheet Commitments

Legal Proceedings

From time to time the Company is a party to various legal proceedings. Summarized below are the most significant legal proceedings to which the Company has been a party during the three months ended March 31, 2016 or the year ended December 31, 2015 and the period prior to the date of these combined financial statements.

In re Hertz Global Holdings, Inc. Securities Litigation - In November 2013, a purported shareholder class action, Pedro Ramirez, Jr. v. Hertz Global Holdings, Inc., et al., was commenced in the U.S. District Court for the District of New Jersey naming Hertz Holdings and certain of its officers as defendants and alleging violations of the federal securities laws. The complaint alleged that Hertz Holdings made material misrepresentations and/or omissions of material fact in its public disclosures during the period from February 25, 2013 through November 4, 2013, in violation of Section 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. The complaint sought an unspecified amount of monetary damages on behalf of the purported class and an award of costs and expenses, including counsel fees and expert fees. In June 2014, Hertz Holdings responded to the amended complaint by filing a motion to dismiss. After a hearing in October 2014, the court granted Hertz Holdings' motion to dismiss the complaint. The dismissal was without prejudice and plaintiff was granted leave to file a second amended complaint within 30 days of the order. In November 2014, plaintiff filed a second amended complaint which shortened the putative class period such that it was not alleged to have commenced until May 18, 2013 and made allegations that were not substantively very different than the allegations in the prior complaint. In early 2015, this case was assigned to a new federal judge in the District of New Jersey, and Hertz Holdings responded to the second amended complaint by filing

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another motion to dismiss. On July 22, 2015, the court granted Hertz Holdings' motion to dismiss without prejudice and ordered that plaintiff could file a third amended complaint on or before August 22, 2015. On August 21, 2015, plaintiff filed a third amended complaint. The third amended complaint included additional allegations and expanded the putative class period such that it was alleged to span from February 14, 2013 to July 16, 2015. On November 4, 2015, Hertz Holdings filed its motion to dismiss. Thereafter, a motion was made by plaintiff to add a new plaintiff, because of challenges to the standing of the first plaintiff. The court granted plaintiffs leave to file a fourth amended complaint to add the new plaintiff, and the new complaint was filed on March 1, 2016. Hertz Holdings moved to dismiss the fourth amended complaint in its entirety with prejudice on March 24, 2016 and on May 6, 2016, plaintiff filed its opposition to same. Hertz Holdings believes that it has valid and meritorious defenses and it intends to vigorously defend against the complaint, but litigation is subject to many uncertainties and the outcome of this matter is not predictable with assurance. It is possible that this matter could be decided unfavorably to Hertz Holdings. However, Hertz Holdings is currently unable to estimate the range of these possible losses, but they could be material to the Company's consolidated financial condition, results of operations or cash flows in any particular reporting period.

Governmental Investigations - In June 2014, Hertz Holdings was advised by the staff of the New York Regional Office of the SEC that it is investigating the events disclosed in certain of the Hertz Holdings' filings with the SEC. In addition, in December 2014 a state securities regulator requested information regarding the same events. The investigations generally involve the restatements included in Hertz Holdings' 2014 Form 10-K and related accounting for prior periods. Hertz Holdings has and intends to continue to cooperate with both the SEC and state requests. Due to the stage at which the proceedings are, Hertz Holdings is currently unable to predict the likely outcome of the proceedings or estimate the range of reasonably possible losses, which may be material. Among other matters, the restatements included in Hertz Holdings' 2014 Form 10-K addressed a variety of accounting matters involving Hertz Holdings' Brazil rental car operations. Hertz Holdings has identified certain activities in Brazil that may raise issues under the Foreign Corrupt Practices Act and local laws, which Hertz Holdings has self-reported to appropriate government entities. At this time, Hertz Holdings is unable to predict the outcome of this issue or estimate the range of reasonably possible losses, which could be material.

In addition, the Company is subject to a number of claims and proceedings that generally arise in the ordinary conduct of its business. These matters include, but are not limited to, claims arising from the operation of equipment rented from Hertz Equipment Rental Corporation and workers compensation claims. The Company does not believe that the liabilities arising from such ordinary course claims and proceedings will have a material adverse effect on the Company's combined financial position, results of operations or cash flows.

The Company has established reserves for matters where the Company believes the losses are probable and can be reasonably estimated. For matters, including the securities litigation and governmental investigations described above, where a reserve has not been established, the ultimate outcome or resolution cannot be predicted at this time, or the amount of ultimate loss, if any, cannot be reasonably estimated. Litigation is subject to many uncertainties and the outcome of the individual litigated matters is not predictable with assurance. It is possible that certain of the actions, claims, inquiries or proceedings, including those discussed above, could be decided unfavorably to the Company or any of its subsidiaries involved. Accordingly, it is possible that an adverse outcome from such a proceeding could exceed the amount accrued in an amount that could be material to the Company's combined financial condition, results of operations or cash flows in any particular reporting period.

Off-Balance Sheet Commitments

Indemnification Obligations

In the ordinary course of business, the Company executes contracts involving indemnification obligations customary in the relevant industry and indemnifications specific to a transaction such as the sale of a business. These indemnification obligations might include claims relating to the following: environmental matters; intellectual property rights; governmental regulations and employment-related matters; customer, supplier and other commercial contractual relationships; and financial matters. Performance under these indemnification obligations would generally be triggered by a breach of terms of the contract or by a third party claim. The Company regularly evaluates the probability of having to incur costs associated with these indemnification obligations and have accrued for expected losses that are probable and estimable. The types of indemnification obligations for which payments are possible include the following:

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The Hertz Corporation

In connection with the Spin-Off, the Company will indemnify THC for all liabilities resulting from the operation of the Company's business other than certain income tax liabilities with respect to periods prior to the Spin-Off date and other liabilities as agreed to by the Company and THC.

Environmental

The Company has indemnified various parties for the costs associated with remediating numerous hazardous substance storage, recycling or disposal sites in many states and, in some instances, for natural resource damages. The amount of any such expenses or related natural resource damages for which we may be held responsible could be substantial. The probable expenses that we expect to incur for such matters have been accrued, and those expenses are reflected in our combined financial statements. As of March 31, 2016 and December 31, 2015, the aggregate amounts accrued for environmental liabilities including liability for environmental indemnities, reflected in our combined balance sheets in "Accrued expenses and other liabilities" were \$0.1 and \$0.1 million, respectively. The accrual generally represents the estimated cost to study potential environmental issues at sites deemed to require investigation or clean-up activities, and the estimated cost to implement remediation actions, including on-going maintenance, as required. Cost estimates are developed by site. Initial cost estimates are based on historical experience at similar sites and are refined over time on the basis of in-depth studies of the sites. For many sites, the remediation costs and other damages for which we ultimately may be responsible cannot be reasonably estimated because of uncertainties with respect to factors such as our connection to the site, the materials there, the involvement of other potentially responsible parties, the application of laws and other standards or regulations, site conditions, and the nature and scope of investigations, studies, and remediation to be undertaken (including the technologies to be required and the extent, duration, and success of remediation).

Note 11 - Restructuring

As part of the Company's ongoing effort to implement its strategy of reducing operating costs, the Company reduced headcount and closed certain branches over the past several years resulting in severance costs as well as branch closure charges which principally relate to continuing lease obligations at vacant facilities. As part of this strategy, the Company incurred facility closure and lease obligation costs of \$0.3 million and \$0.6 million for the three months ended March 31, 2016 and 2015, respectively and \$0.1 million of termination benefits for the three months ended March 31, 2015.

The following table sets forth the activity affecting the restructuring accrual during the three months ended March 31, 2016. We expect to pay the remaining restructuring obligations relating to termination benefits over the next twelve months. The remainder of the restructuring accrual relates to future lease obligations which will be paid over the remaining term of the applicable leases.

<u>(in millions)</u>	Termination Benefits		Other		Total
Balance as of January 1, 2016	\$	1.2	\$	1.3	\$ 2.5
Charges incurred		—		0.3	0.3
Cash payments		(0.4)		(0.5)	(0.9)
Balance as of March 31, 2016	\$	0.8	\$	1.1	\$ 1.9

Note 12 - Financial Instruments

The Company employs established risk management policies and procedures, which seek to reduce the Company's commercial risk exposure to fluctuations in foreign currency exchange rates. However, there can be no assurance that these policies and procedures will be successful. Although the instruments utilized involve varying degrees of credit, market and interest risk, the counterparties to the agreements are expected to perform fully under the terms of the agreements. The Company monitors counterparty credit risk, including lenders, on a regular basis, but cannot be certain that all risks will be discerned or that its risk management policies and procedures will always be effective. Additionally, in the event of default under the Company's master derivative agreements, the non-defaulting party has the option to set-off any amounts owed with regard to open derivative positions.

The Company has the following risk exposures that it has historically used financial instruments to manage. None of the instruments have been designated in a hedging relationship as of March 31, 2016 or December 31, 2015.

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Foreign Currency Exchange Rate Risk

The Company's objective in managing exposure to foreign currency fluctuations is to limit the exposure of certain cash flows and earnings from changes associated with foreign currency exchange rate changes through the use of various derivative contracts. The Company experiences foreign currency risks in its global operations as a result of various factors including intercompany local currency denominated loans, rental operations in various currencies and purchasing fleet in various currencies.

The following table summarizes the estimated fair value of the Company's financial instruments (in millions):

	Fair Value of Financial Instruments			
	Asset Derivatives (a)			
	March 31, 2016		December 31, 2015	
Foreign currency forward contracts	\$	0.2	\$	0.1

(a) Asset derivatives are recorded in "Prepaid expenses and other assets" on the Company's combined balance sheets.

The following table summarizes the gains and losses on financial instruments for the period indicated (in millions):

	Location of Gain or (Loss) Recognized on Derivatives	Amount of Gain or (Loss) Recognized in Income on Derivatives			
		Three Months Ended March 31,			
		2016		2015	
Foreign currency forward contracts	Selling, general and administrative	\$	0.2	\$	(3.4)

While the Company's foreign currency forward contracts are subject to enforceable master netting agreements with their counterparties, the Company does not offset the derivative assets and liabilities in its combined balance sheets.

Note 13 - Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market or, if none exists, the most advantageous market, for the specific asset or liability at the measurement date (referred to as the "exit price"). Fair value is a market-based measurement that should be determined based upon assumptions that market participants would use in pricing an asset or liability, including consideration of nonperformance risk.

The Company assesses the inputs used to measure fair value using the three-tier hierarchy promulgated under U.S. GAAP. This hierarchy indicates the extent to which inputs used in measuring fair value are observable in the market.

Level 1: Inputs that reflect quoted prices for identical assets or liabilities in active markets that are observable.

Level 2: Inputs other than quoted prices included in Level 1 that are observable either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3: Inputs that are unobservable to the extent that observable inputs are not available for the asset or liability at the measurement date and include management's judgment about assumptions market participants would use in pricing the asset or liability.

Under U.S. GAAP, entities are allowed to measure certain financial instruments and other items at fair value. The Company has not elected the fair value measurement option for any of its assets or liabilities that meet the criteria for this option. Irrespective of the fair value option previously described, U.S. GAAP requires certain financial and non-financial assets and liabilities of the Company to be measured on either a recurring basis or on a nonrecurring basis as shown in the sections that follow.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

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The fair value of cash, accounts receivable, accounts payable and accrued expenses, to the extent the underlying liability will be settled in cash, approximate carrying values because of the short-term nature of these instruments. The Company's assessment of goodwill and other intangible assets for impairment includes an assessment using various Level 2 (EBITDA multiples and discount rate) and Level 3 (forecasted cash flows) inputs.

Cash Equivalents and Investments

The Company's cash equivalents primarily consist of money market accounts which the Company measures at fair value on a recurring basis. The Company determines the fair value of cash equivalents using a market approach based on quoted prices in active markets.

Investments in equity and other securities that are measured at fair value on a recurring basis consist of various mutual funds. The valuation of these securities is based on pricing models whereby all significant inputs are observable or can be derived from or corroborated by observable market data.

The following tables summarize the ending balances of the Company's cash equivalents at March 31, 2016 and December 31, 2015 (in millions).

	March 31, 2016			
	Level 1	Level 2	Level 3	Total
Money market funds	\$ 9.9	\$ —	\$ —	\$ 9.9

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Money market funds	\$ 13.5	\$ —	\$ —	\$ 13.5

Financial Instruments

The fair value of the Company's financial instruments as of March 31, 2016 and December 31, 2015 are shown in Note 12 - Financial Instruments. The Company's financial instruments are classified as Level 2 and are priced using quoted market prices for similar assets or liabilities in active markets.

Debt Obligations

The fair value of the Company's debt is estimated based on quoted market rates as well as borrowing rates currently available for loans with similar terms and average maturities (Level 2 inputs) (in millions).

	March 31, 2016		December 31, 2015	
	Nominal Unpaid Principal Balance	Aggregate Fair Value	Nominal Unpaid Principal Balance	Aggregate Fair Value
Debt	\$ 61.0	\$ 61.0	\$ 63.5	\$ 63.5

The fair value of the long-term debt does not purport to reflect the fair value that might have been determined if the Company had operated as a stand-alone public company for the periods presented or if the Company had used its own credit rating in the calculation.

Note 14 - Related Party Transactions

Loans with Affiliates

The Company entered into various loan agreements with affiliates as part of the centralized approach to cash management and financing of worldwide operations by THC. The amounts due to and from other affiliates have various interest rates and maturity dates but are generally short-term in nature with a weighted average interest rate of 2.9%. As of March 31, 2016 and December 31, 2015, the loan payable balances to other affiliates were \$73.7 million and \$73.2 million, respectively.

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Corporate Allocations

Historically, THC has provided services to and funded certain expenses for the Company that have been recorded at the THC level prior to the Spin-Off. As discussed in Note 2—Basis of Presentation and Recently Issued Accounting Pronouncements, the financial information in these combined financial statements includes direct costs of the Company incurred by THC on the Company's behalf and an allocation of general corporate expenses of THC which were not historically allocated to the Company for certain support functions that were provided on a centralized basis within THC and not recorded at the business unit level, such as expenses related to finance, human resources, information technology, facilities, and legal, among others, and that would have been incurred had the Company been a separate, stand-alone entity.

Costs incurred and allocated by THC were included in the combined statements of operations as follows (in millions):

	Three Months Ended March 31,	
	2016	2015
Direct operating	\$ 0.3	\$ 0.1
Selling, general and administrative	9.0	10.0
Total allocated expenses	<u>\$ 9.3</u>	<u>\$ 10.1</u>

THC Equity

Net transfers - THC represent net equity investment activity between the Company and THC. The components of the net transfers - THC are as follows (in millions):

	Three Months Ended March 31,	
	2016	2015
Intercompany payable/receivable settlement with THC	\$ (131.1)	\$ (43.1)
Other ^(a)	(1.8)	(1.2)
Net transfers - THC	<u>\$ (132.9)</u>	<u>\$ (44.3)</u>

(a) Other primarily includes adjustments to historical expense allocations from THC.

Note 15 - Earnings Per Share

Basic earnings per share has been computed based upon the weighted average number of common shares outstanding. Diluted earnings per share has been computed based upon the weighted average number of common shares outstanding plus the effect of all potentially dilutive common stock equivalents, except when the effect would be anti-dilutive.

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The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share data):

	Three Months Ended March 31,	
	2016	2015
Basic and diluted earnings (loss) per share:		
Numerator:		
Net income (loss), basic and diluted	\$ (1.5)	\$ 1.7
Denominator:		
Basic weighted average common shares	423.9	458.8
Stock options, RSUs and PSUs	—	3.1
Weighted average shares used to calculated diluted earnings per share	423.9	461.9
Antidilutive stock options, RSUs and PSUs	9.7	2.5
Earnings (loss) per share:		
Basic	\$ —	\$ —
Diluted	\$ —	\$ —

Note 16 - Subsequent Events

The Company has evaluated transactions for consideration as recognized subsequent events for the combined financial statements for the three months ended March 31, 2016. Additionally, the Company has evaluated transactions that occurred as of the issuance of these combined financial statements, [May 20, 2016,] for purposes of disclosure of unrecognized subsequent events. Except when disclosed in these combined financial statements, no significant subsequent events that would require adjustments or disclosures were noted.

