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

FORM 10-Q

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

For the quarterly period ended June 30, 2023

OR

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

Commission File Number	Exact Name of Registrant as Specified in its Charter, Principal Executive Office Address and Telephone Number	State of Incorporation	I.R.S. Employer Identification No.
001-37665	**HERTZ GLOBAL HOLDINGS, INC.** 8501 Williams Road, Estero, Florida 33928 (239) 301-7000	**Delaware**	**61-1770902**
001-07541	**THE HERTZ CORPORATION** 8501 Williams Road, Estero, Florida 33928 (239) 301-7000	**Delaware**	**13-1938568**

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

	Title of each class		Trading Symbol(s)	Name of each exchange on which Registered
Hertz Global Holdings, Inc.	Common Stock	Par value $0.01 per share	HTZ	The Nasdaq Stock Market LLC
Hertz Global Holdings, Inc.	Warrants to purchase common stock	Each exercisable for one share of Hertz Global Holdings, Inc. common stock at an exercise price of $13.80 per share, subject to adjustment	HTZWW	The Nasdaq Stock Market LLC
The Hertz Corporation	None		None	None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Hertz Global Holdings, Inc. Yes ☒ No ☐
The Hertz Corporation[1] Yes ☐ No ☒

[1]As a voluntary filer, The Hertz Corporation is not subject to the filing requirements of Section 13 or 15(d) of the Exchange Act. The Hertz Corporation has filed all reports pursuant to Section 13 or 15(d) of the Exchange Act during the preceding 12 months as if it was subject to such filing requirements.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Hertz Global Holdings, Inc. Yes ☒ No ☐
The Hertz Corporation Yes ☒ No ☐

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

Hertz Global Holdings, Inc.	Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐
	Smaller reporting company	☐	Emerging growth company	☐		
	If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.			☐		
The Hertz Corporation	Large accelerated filer	☐	Accelerated filer	☐	Non-accelerated filer	☒
	Smaller reporting company	☐	Emerging growth company	☐		
	If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.			☐		

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Hertz Global Holdings, Inc. Yes ☐ No ☒
The Hertz Corporation Yes ☐ No ☒

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes ☒ No ☐

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

	Class		Shares Outstanding as of July 20, 2023
Hertz Global Holdings, Inc.	Common Stock,	par value $0.01 per share	311,257,441
The Hertz Corporation[1]	Common Stock,	par value $0.01 per share	100
			[1](100% owned by Rental Car Intermediate Holdings, LLC)

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
THE HERTZ CORPORATION AND SUBSIDIARIES

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HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
Unaudited
(In millions, except par value and share data)

	June 30, 2023	December 31, 2022
ASSETS		
Cash and cash equivalents	$ 682	$ 943
Restricted cash and cash equivalents:		
Vehicle	190	180
Non-vehicle	294	295
Total restricted cash and cash equivalents	484	475
Total cash and cash equivalents and restricted cash and cash equivalents	1,166	1,418
Receivables:		
Vehicle	132	111
Non-vehicle, net of allowance of $39 and $45, respectively	1,160	863
Total receivables, net	1,292	974
Prepaid expenses and other assets	1,031	1,155
Revenue earning vehicles:		
Vehicles	17,833	14,281
Less: accumulated depreciation	(1,988)	(1,786)
Total revenue earning vehicles, net	15,845	12,495
Property and equipment, net	665	637
Operating lease right-of-use assets	2,169	1,887
Intangible assets, net	2,883	2,887
Goodwill	1,044	1,044
Total assets[(1)]	$ 26,095	$ 22,497
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable:		
Vehicle	$ 358	$ 79
Non-vehicle	577	578
Total accounts payable	935	657
Accrued liabilities	971	911
Accrued taxes, net	229	170
Debt:		
Vehicle	13,100	10,886
Non-vehicle	3,470	2,977
Total debt	16,570	13,863
Public Warrants	835	617
Operating lease liabilities	2,072	1,802
Self-insured liabilities	451	472
Deferred income taxes, net	1,193	1,360
Total liabilities[(1)]	23,256	19,852
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.01 par value, no shares issued and outstanding	—	—
Common stock, $0.01 par value, 479,126,125 and 478,914,062 shares issued, respectively, and 311,692,986 and 323,483,178 shares outstanding, respectively	5	5
Treasury stock, at cost, 167,433,139 and 155,430,884 common shares, respectively	(3,338)	(3,136)
Additional paid-in capital	6,369	6,326
Retained earnings (Accumulated deficit)	79	(256)
Accumulated other comprehensive income (loss)	(276)	(294)
Total stockholders' equity	2,839	2,645
Total liabilities and stockholders' equity	$ 26,095	$ 22,497

(1) Hertz Global Holdings, Inc.'s consolidated total assets as of June 30, 2023 and December 31, 2022 include total assets of variable interest entities ("VIEs") of $1.9 billion and $1.3 billion, respectively, which can only be used to settle obligations of the VIEs. Hertz Global Holdings, Inc.'s consolidated total liabilities as of June 30, 2023 and December 31, 2022 include total liabilities of VIEs of $1.9 billion and $1.3 billion, respectively, for which the creditors of the VIEs have no recourse to Hertz Global Holdings, Inc. See "Pledges Related to Vehicle Financing" in Note 5, "Debt," for further information.

The accompanying notes are an integral part of these financial statements.

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
Unaudited
(In millions, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenues	$ 2,437	$ 2,344	$ 4,484	$ 4,154
Expenses:				
Direct vehicle and operating	1,347	1,199	2,568	2,252
Depreciation of revenue earning vehicles and lease charges, net	329	106	710	47
Non-vehicle depreciation and amortization	32	36	67	69
Selling, general and administrative	285	257	506	492
Interest expense, net:				
Vehicle	132	45	243	50
Non-vehicle	56	41	107	80
Interest expense, net	188	86	350	130
Other (income) expense, net	(2)	2	7	—
(Gain) on sale of non-vehicle capital assets	—	—	(162)	—
Change in fair value of Public Warrants	100	(461)	218	(511)
Total expenses	2,279	1,225	4,264	2,479
Income (loss) before income taxes	158	1,119	220	1,675
Income tax (provision) benefit	(19)	(179)	115	(309)
Net income (loss)	$ 139	$ 940	$ 335	$ 1,366
Weighted-average common shares outstanding:				
Basic	314	398	318	415
Diluted	315	424	319	443
Earnings (loss) per common share:				
Basic	$ 0.44	$ 2.36	$ 1.06	$ 3.29
Diluted	$ 0.44	$ 1.13	$ 1.05	$ 1.93

The accompanying notes are an integral part of these financial statements.

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
Unaudited
(In millions)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net income (loss)	$ 139	$ 940	$ 335	$ 1,366
Other comprehensive income (loss):				
Foreign currency translation adjustments	4	(59)	18	(66)
Total other comprehensive income (loss)	4	(59)	18	(66)
Total comprehensive income (loss)	$ 143	$ 881	$ 353	$ 1,300

The accompanying notes are an integral part of these financial statements.

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
Unaudited
(In millions)

Balance as of:	Preferred Stock Shares	Preferred Stock Amount	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings (Accumulated deficit)	Accumulated Other Comprehensive Income (Loss)	Treasury Stock Shares	Treasury Stock Amount	Total Stockholders' Equity
December 31, 2021	—	$ —	450	$ 5	$ 6,209	$ (2,315)	$ (214)	27	$ (708)	$ 2,977
Net income (loss)	—	—	—	—	—	426	—	—	—	426
Other comprehensive income (loss)	—	—	—	—	—	—	(7)	—	—	(7)
Net settlement on vesting of restricted stock	—	—	—	—	(4)	—	—	—	—	(4)
Stock-based compensation charges	—	—	—	—	28	—	—	—	—	28
Public Warrant exercises	—	—	—	—	4	—	—	—	—	4
Shares repurchases	—	—	(35)	—	—	—	—	35	(722)	(722)
March 31, 2022	—	—	415	5	6,237	(1,889)	(221)	62	(1,430)	2,702
Net income (loss)	—	—	—	—	—	940	—	—	—	940
Other comprehensive income (loss)	—	—	—	—	—	—	(59)	—	—	(59)
Stock-based compensation charges	—	—	—	—	36	—	—	—	—	36
Public Warrants exercises	—	—	—	—	1	—	—	—	—	1
Shares repurchases	—	—	(47)	—	—	—	—	47	(891)	(891)
June 30, 2022	—	$ —	368	$ 5	$ 6,274	$ (949)	$ (280)	109	$ (2,321)	$ 2,729

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
Unaudited
(In millions)

Balance as of:	Preferred Stock Shares	Preferred Stock Amount	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings (Accumulated deficit)	Accumulated Other Comprehensive Income (Loss)	Treasury Stock Shares	Treasury Stock Amount	Total Stockholders' Equity
December 31, 2022	—	$ —	323	$ 5	$ 6,326	$ (256)	$ (294)	155	$ (3,136)	$ 2,645
Net income (loss)	—	—	—	—	—	196	—	—	—	196
Other comprehensive income (loss)	—	—	—	—	—	—	14	—	—	14
Net settlement on vesting of restricted stock	—	—	—	—	(1)	—	—	—	—	(1)
Stock-based compensation charges	—	—	—	—	21	—	—	—	—	21
Share repurchases[(1)(2)]	—	—	(5)	—	—	—	—	6	(101)	(101)
March 31, 2023	—	—	318	5	6,346	(60)	(280)	161	(3,237)	2,774
Net income (loss)	—	—	—	—	—	139	—	—	—	139
Other comprehensive income (loss)	—	—	—	—	—	—	4	—	—	4
Stock-based compensation charges	—	—	—	—	22	—	—	—	—	22
Public Warrant exercises[(2)]	—	—	—	—	1	—	—	—	—	1
Share repurchases[(2)]	—	—	(6)	—	—	—	—	6	(101)	(101)
June 30, 2023	—	$ —	312	$ 5	$ 6,369	$ 79	$ (276)	167	$ (3,338)	$ 2,839

(1) The amounts presented herein may be rounded to agree to amounts in the unaudited condensed consolidated balance sheet.

(2) Also see Note 8, "Public Warrants, Equity and Earnings (Loss) Per Common Share – Hertz Global."

The accompanying notes are an integral part of these financial statements.

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Unaudited
(In millions)

	Six Months Ended June 30,	
	2023	2022
Cash flows from operating activities:		
Net income (loss)	$ 335	$ 1,366
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and reserves for revenue earning vehicles, net	884	145
Depreciation and amortization, non-vehicle	67	69
Amortization of deferred financing costs and debt discount (premium)	29	25
Stock-based compensation charges	43	64
Provision for receivables allowance	40	23
Deferred income taxes, net	(163)	249
(Gain) loss on sale of non-vehicle capital assets	(165)	(3)
Change in fair value of Public Warrants	218	(511)
Changes in financial instruments	106	(65)
Other	5	—
Changes in assets and liabilities:		
Non-vehicle receivables	(334)	(200)
Prepaid expenses and other assets	(98)	(87)
Operating lease right-of-use assets	165	79
Non-vehicle accounts payable	6	(32)
Accrued liabilities	68	233
Accrued taxes, net	56	52
Operating lease liabilities	(178)	(93)
Self-insured liabilities	(25)	15
Net cash provided by (used in) operating activities	1,059	1,329
Cash flows from investing activities:		
Revenue earning vehicles expenditures	(6,543)	(6,089)
Proceeds from disposal of revenue earning vehicles	2,766	2,887
Non-vehicle capital asset expenditures	(123)	(59)
Proceeds from non-vehicle capital assets disposed of	176	6
Collateral returned in exchange for letters of credit	—	19
Return of (investment in) equity investments	(1)	(15)
Net cash provided by (used in) investing activities	(3,725)	(3,251)
Cash flows from financing activities:		
Proceeds from issuance of vehicle debt	4,021	7,379
Repayments of vehicle debt	(1,872)	(4,824)
Proceeds from issuance of non-vehicle debt	1,250	—
Repayments of non-vehicle debt	(759)	(10)
Payment of financing costs	(17)	(38)
Proceeds from exercises of Public Warrants	—	3

The accompanying notes are an integral part of these financial statements.

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Unaudited
(In millions)

	Six Months Ended June 30,	
	2023	**2022**
Share repurchases	(222)	(1,647)
Other	—	(4)
Net cash provided by (used in) financing activities	2,401	859
Effect of foreign currency exchange rate changes on cash and cash equivalents and restricted cash and cash equivalents	13	(25)
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents during the period	(252)	(1,088)
Cash and cash equivalents and restricted cash and cash equivalents at beginning of period	1,418	2,651
Cash and cash equivalents and restricted cash and cash equivalents at end of period	$ 1,166	$ 1,563
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest, net of amounts capitalized:		
Vehicle	$ 207	$ 92
Non-vehicle	117	74
Income taxes, net of refunds	10	37
Supplemental disclosures of non-cash information:		
Purchases of revenue earning vehicles included in accounts payable, net of incentives	$ 336	$ 128
Sales of revenue earning vehicles included in vehicle receivables	110	81
Purchases of non-vehicle capital assets included in accounts payable	19	21
Revenue earning vehicles and non-vehicle capital assets acquired through finance lease	25	6
Public Warrant exercises	—	3
Accrual for purchases of treasury shares	2	20

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
Unaudited
(In millions, except par value and share data)

	June 30, 2023	December 31, 2022
ASSETS		
Cash and cash equivalents	$ 681	$ 943
Restricted cash and cash equivalents:		
Vehicle	190	180
Non-vehicle	294	295
Total restricted cash and cash equivalents	484	475
Total cash and cash equivalents and restricted cash and cash equivalents	1,165	1,418
Receivables:		
Vehicle	132	111
Non-vehicle, net of allowance of $39 and $45, respectively	1,160	863
Total receivables, net	1,292	974
Prepaid expenses and other assets	1,031	1,154
Revenue earning vehicles:		
Vehicles	17,833	14,281
Less: accumulated depreciation	(1,988)	(1,786)
Total revenue earning vehicles, net	15,845	12,495
Property and equipment, net	665	637
Operating lease right-of-use assets	2,169	1,887
Intangible assets, net	2,883	2,887
Goodwill	1,044	1,044
Total assets(1)	$ 26,094	$ 22,496
LIABILITIES AND STOCKHOLDER'S EQUITY		
Accounts payable:		
Vehicle	$ 358	$ 79
Non-vehicle	577	578
Total accounts payable	935	657
Accrued liabilities	969	890
Accrued taxes, net	227	170
Debt:		
Vehicle	13,100	10,886
Non-vehicle	3,470	2,977
Total debt	16,570	13,863
Operating lease liabilities	2,072	1,802
Self-insured liabilities	451	472
Deferred income taxes, net	1,196	1,363
Total liabilities(1)	22,420	19,217
Commitments and contingencies		
Stockholder's equity:		
Common stock, $0.01 par value, 3,000 shares authorized and 100 shares issued and outstanding	—	—
Additional paid-in capital	4,667	4,844
Retained earnings (Accumulated deficit)	(717)	(1,271)
Accumulated other comprehensive income (loss)	(276)	(294)
Total stockholder's equity	3,674	3,279
Total liabilities and stockholder's equity	$ 26,094	$ 22,496

(1) The Hertz Corporation's consolidated total assets as of June 30, 2023 and December 31, 2022 include total assets of VIEs of $1.9 billion and $1.3 billion, respectively, which can only be used to settle obligations of the VIEs. The Hertz Corporation's consolidated total liabilities as of June 30, 2023 and December 31, 2022 include total liabilities of VIEs of $1.9 billion and $1.3 billion, respectively, for which the creditors of the VIEs have no recourse to The Hertz Corporation. See "Pledges Related to Vehicle Financing" in Note 5, "Debt," for further information.

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
Unaudited
(In millions)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenues	$ 2,437	$ 2,344	$ 4,484	$ 4,154
Expenses:				
Direct vehicle and operating	1,347	1,199	2,568	2,252
Depreciation of revenue earning vehicles and lease charges, net	329	106	710	47
Non-vehicle depreciation and amortization	32	36	67	69
Selling, general and administrative	285	257	506	492
Interest expense, net:				
Vehicle	132	45	243	50
Non-vehicle	56	41	107	80
Interest expense, net	188	86	350	130
Other (income) expense, net	(2)	2	7	—
(Gain) on sale of non-vehicle capital assets	—	—	(162)	—
Total expenses	2,179	1,686	4,046	2,990
Income (loss) before income taxes	258	658	438	1,164
Income tax (provision) benefit	(18)	(178)	116	(308)
Net income (loss)	$ 240	$ 480	$ 554	$ 856

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
Unaudited
(In millions)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net income (loss)	$ 240	$ 480	$ 554	$ 856
Other comprehensive income (loss):				
Foreign currency translation adjustments	4	(59)	18	(66)
Total other comprehensive income (loss)	4	(59)	18	(66)
Total comprehensive income (loss)	$ 244	$ 421	$ 572	$ 790

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY (DEFICIT)
Unaudited
(In millions, except share data)

Balance as of:	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholder's Equity (Deficit)
December 31, 2021	100	$ —	$ 7,190	$ (2,626)	$ (214)	$ 4,350
Net income (loss)	—	—	—	376	—	376
Other comprehensive income (loss)	—	—	—	—	(7)	(7)
Stock-based compensation charges	—	—	28	—	—	28
Dividends paid to Hertz Holdings	—	—	(767)	—	—	(767)
March 31, 2022	100	—	6,451	(2,250)	(221)	3,980
Net income (loss)	—	—	—	480	—	480
Other comprehensive income (loss)	—	—	—	—	(59)	(59)
Stock-based compensation charges	—	—	36	—	—	36
Dividends paid to Hertz Holdings	—	—	(881)	—	—	(881)
June 30, 2022	100	$ —	$ 5,606	$ (1,770)	$ (280)	$ 3,556

Balance as of:	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholder's Equity (Deficit)
December 31, 2022	100	$ —	$ 4,844	$ (1,271)	$ (294)	$ 3,279
Net income (loss)	—	—	—	314	—	314
Other comprehensive income (loss)	—	—	—	—	14	14
Stock-based compensation charges	—	—	21	—	—	21
Dividends paid to Hertz Holdings[(1)]	—	—	(118)	—	—	(118)
March 31, 2023	100	—	4,747	(957)	(280)	3,510
Net income (loss)	—	—	—	240	—	240
Other comprehensive income (loss)	—	—	—	—	4	4
Stock-based compensation charges	—	—	22	—	—	22
Dividends paid to Hertz Holdings[(1)]	—	—	(102)	—	—	(102)
June 30, 2023	100	$ —	$ 4,667	$ (717)	$ (276)	$ 3,674

(1) See "Share Repurchase Programs for Common Stock" in Note 8, "Public Warrants, Equity and Earnings (Loss) Per Common Share – Hertz Global," for additional information.

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Unaudited
(In millions)

	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Cash flows from operating activities:		
Net income (loss)	$ 554	$ 856
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and reserves for revenue earning vehicles, net	884	145
Depreciation and amortization, non-vehicle	67	69
Amortization of deferred financing costs and debt discount (premium)	29	25
Stock-based compensation charges	43	64
Provision for receivables allowance	40	23
Deferred income taxes, net	(163)	249
(Gain) loss on sale of non-vehicle capital assets	(165)	(3)
Changes in financial instruments	106	(65)
Other	4	—
Changes in assets and liabilities:		
Non-vehicle receivables	(334)	(200)
Prepaid expenses and other assets	(98)	(87)
Operating lease right-of-use assets	165	79
Non-vehicle accounts payable	6	(32)
Accrued liabilities	68	233
Accrued taxes, net	54	52
Operating lease liabilities	(178)	(93)
Self-insured liabilities	(25)	15
Net cash provided by (used in) operating activities	1,057	1,330
Cash flows from investing activities:		
Revenue earning vehicles expenditures	(6,543)	(6,089)
Proceeds from disposal of revenue earning vehicles	2,766	2,887
Non-vehicle capital asset expenditures	(123)	(59)
Proceeds from non-vehicle capital assets disposed of	176	6
Collateral returned in exchange for letters of credit	—	19
Return of (investment in) equity investments	(1)	(15)
Net cash provided by (used in) investing activities	(3,725)	(3,251)
Cash flows from financing activities:		
Proceeds from issuance of vehicle debt	4,021	7,379
Repayments of vehicle debt	(1,872)	(4,824)
Proceeds from issuance of non-vehicle debt	1,250	—
Repayments of non-vehicle debt	(759)	(10)
Payment of financing costs	(17)	(38)
Dividends paid to Hertz Holdings	(220)	(1,648)

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Unaudited
(In millions)

	Six Months Ended June 30,	
	2023	2022
Other	(1)	—
Net cash provided by (used in) financing activities	2,402	859
Effect of foreign currency exchange rate changes on cash and cash equivalents and restricted cash and cash equivalents	13	(25)
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents during the period	(253)	(1,087)
Cash and cash equivalents and restricted cash and cash equivalents at beginning of period	1,418	2,650
Cash and cash equivalents and restricted cash and cash equivalents at end of period	$ 1,165	$ 1,563

Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest, net of amounts capitalized:		
Vehicle	$ 207	$ 92
Non-vehicle	117	74
Income taxes, net of refunds	10	37
Supplemental disclosures of non-cash information:		
Purchases of revenue earning vehicles included in accounts payable, net of incentives	$ 336	$ 128
Sales of revenue earning vehicles included in vehicle receivables	110	81
Purchases of non-vehicle capital assets included in accounts payable	19	21
Revenue earning vehicles and non-vehicle capital assets acquired through finance lease	25	6

The accompanying notes are an integral part of these financial statements.

Note 1—Background

Hertz Global Holdings, Inc. ("Hertz Global" when including its subsidiaries and VIEs and "Hertz Holdings" when excluding its subsidiaries and VIEs) was incorporated in Delaware in 2015 to serve as the top-level holding company for Rental Car Intermediate Holdings, LLC, which wholly owns The Hertz Corporation ("Hertz" and interchangeably with Hertz Global, the "Company"), Hertz Global's primary operating company. Hertz was incorporated in Delaware in 1967 and is a successor to corporations that have been engaged in the vehicle rental and leasing business since 1918.

Hertz operates its vehicle rental business globally primarily through the Hertz, Dollar and Thrifty brands from company-operated and franchisee locations in the United States ("U.S."), Africa, Asia, Australia, Canada, the Caribbean, Europe, Latin America, the Middle East and New Zealand. The Company also sells vehicles through Hertz Car Sales.

Note 2—Basis of Presentation

Basis of Presentation

This Quarterly Report on Form 10-Q combines the quarterly reports on Form 10-Q for the quarterly period ended June 30, 2023 of Hertz Global and Hertz. Hertz Global consolidates Hertz for financial statement purposes and, therefore, disclosures that relate to activities of Hertz also apply to Hertz Global. In the sections that combine disclosure of Hertz Global and Hertz, this report refers to actions as being actions of the Company, or Hertz Global, which is appropriate because the business is one enterprise and Hertz Global operates the business through Hertz. When appropriate, Hertz Global and Hertz are named specifically for their individual disclosures and any significant differences between the operations and results of Hertz Global and Hertz are separately disclosed and explained.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). In the opinion of management, the unaudited condensed consolidated 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. The Company's vehicle rental operations are typically a seasonal business, with decreased levels of business in the winter months and heightened activity during the spring and summer months for the majority of countries where the Company generates revenues.

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.

The December 31, 2022 unaudited condensed consolidated balance sheet data is derived from the audited financial statements at that date but does not include all disclosures required by U.S. GAAP. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with information included in the Company's Form 10-K for the year ended December 31, 2022 (the "2022 Form 10-K"), as filed with the Securities and Exchange Commission ("SEC") on February 7, 2023.

Principles of Consolidation

The unaudited condensed consolidated financial statements of Hertz Global include the accounts of Hertz Global, its wholly owned and majority owned U.S. and international subsidiaries and its VIEs, as applicable. The unaudited condensed consolidated financial statements of Hertz include the accounts of Hertz, its wholly owned and majority owned U.S. and international subsidiaries and its VIEs, as applicable. The Company consolidates a VIE when it is deemed the primary beneficiary of the VIE. The Company accounts for its investment in joint ventures using the equity method when it has significant influence but not control and is not the primary beneficiary of the joint venture. All significant intercompany transactions have been eliminated in consolidation.

Note 3—Divestitures

Sales of Non-vehicle Capital Assets

In 2019, the Company substantially completed the sale of certain non-vehicle capital assets constituting real property, in an eminent domain proceeding, in its Americas RAC segment. In February 2023, the Company received additional cash from the sale upon final resolution of the eminent domain proceeding and recognized an additional $29 million pre-tax gain on the sale, which is included in (gain) on sale of non-vehicle capital assets in the accompanying unaudited condensed consolidated statement of operations for the six months ended June 30, 2023.

In March 2023, the Company sold and leased back its Los Angeles, California airport location in its Americas RAC segment. The transaction qualified for sale-leaseback accounting. The Company recognized a pre-tax gain of $133 million based on the difference in the sale amount of $143 million less $9 million net book value of assets sold and $1 million in selling costs, which is included in (gain) on sale of non-vehicle capital assets in the accompanying unaudited condensed consolidated statement of operations for the six months ended June 30, 2023. The leaseback is classified as an operating lease with a term of 36 months.

Note 4—Revenue Earning Vehicles

The components of revenue earning vehicles, net are as follows:

(In millions)	June 30, 2023	December 31, 2022
Revenue earning vehicles	$ 17,195	$ 13,654
Less accumulated depreciation	(1,871)	(1,649)
	15,324	12,005
Revenue earning vehicles held for sale, net[(1)]	521	490
Revenue earning vehicles, net	$ 15,845	$ 12,495

(1) Represents the carrying amount of vehicles currently placed on the Company's retail lots for sale or actively in the process of being sold through other disposition channels.

Depreciation of revenue earning vehicles and lease charges, net includes the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)	2023	2022	2023	2022
Depreciation of revenue earning vehicles	$ 432	$ 432	$ 854	$ 754
(Gain) loss on disposal of revenue earning vehicles	(110)	(331)	(156)	(718)
Rents paid for vehicles leased	7	5	12	11
Depreciation of revenue earning vehicles and lease charges, net	$ 329	$ 106	$ 710	$ 47

Note 5—Debt

The Company's debt, including its available credit facilities, consists of the following ($ in millions) as of June 30, 2023 and December 31, 2022:

Facility	Weighted-Average Interest Rate as of June 30, 2023	Fixed or Floating Interest Rate	Maturity	June 30, 2023	December 31, 2022
Non-Vehicle Debt					
Term B Loan	8.41%	Floating	6/2028	$ 1,274	$ 1,281
Term C Loan	8.41%	Floating	6/2028	245	245
Senior Notes Due 2026	4.63%	Fixed	12/2026	500	500
Senior Notes Due 2029	5.00%	Fixed	12/2029	1,000	1,000
First Lien RCF	8.09%	Floating	6/2026	500	—
Other Non-Vehicle Debt[1]	5.87%	Fixed	Various	4	9
Unamortized Debt Issuance Costs and Net (Discount) Premium				(53)	(58)
Total Non-Vehicle Debt				3,470	2,977
Vehicle Debt					
HVF III U.S. ABS Program					
HVF III U.S. Vehicle Variable Funding Notes					
HVF III Series 2021-A Class A[2]	6.72%	Floating	6/2025	3,263	2,363
HVF III Series 2021-A Class B[2]	9.44%	Fixed	8/2025	188	188
				3,451	2,551
HVF III U.S. Vehicle Medium Term Notes					
HVF III Series 2021-1[2]	1.66%	Fixed	12/2024	2,000	2,000
HVF III Series 2021-2[2]	2.12%	Fixed	12/2026	2,000	2,000
HVF III Series 2022-1[2]	2.44%	Fixed	6/2025	750	750
HVF III Series 2022-2[2]	2.42%	Fixed	6/2027	652	652
HVF III Series 2022-3[2]	3.89%	Fixed	3/2024	383	383
HVF III Series 2022-4[2]	4.22%	Fixed	9/2025	667	667
HVF III Series 2022-5[2]	4.03%	Fixed	9/2027	317	317
HVF III Series 2023-1[2]	5.91%	Fixed	6/2026	460	—
HVF III Series 2023-2[2]	6.30%	Fixed	9/2028	300	—
				7,529	6,769
Vehicle Debt - Other					
Repurchase Facility	6.94%	Fixed	7/2023	115	86
European ABS[2]	5.15%	Floating	11/2024	1,200	811
Hertz Canadian Securitization[2]	6.67%	Floating	6/2025	381	283
Australian Securitization[2]	5.77%	Floating	6/2025	139	168
New Zealand RCF	8.41%	Floating	6/2024	36	54
U.K. Financing Facility	7.10%	Floating	7/2023-5/2027	190	101
U.K. Toyota Financing Facility	7.25%	Floating	7/2023-2/2024	36	49

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES

THE HERTZ CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Unaudited

Facility	Weighted-Average Interest Rate as of June 30, 2023	Fixed or Floating Interest Rate	Maturity	June 30, 2023	December 31, 2022
Other Vehicle Debt	3.73%	Floating	7/2023-5/2027	80	76
				2,177	1,628
Unamortized Debt Issuance Costs and Net (Discount) Premium				(57)	(62)
Total Vehicle Debt				13,100	10,886
Total Debt				$ 16,570	$ 13,863

(1) Other non-vehicle debt is primarily comprised of $1 million and $6 million in finance lease obligations as of June 30, 2023 and December 31, 2022, respectively.

(2) Maturity reference is to the earlier "expected final maturity date" as opposed to the subsequent "legal final maturity date." The expected final maturity date is the date by which Hertz and investors in the relevant indebtedness originally expect the outstanding principal of the relevant indebtedness to be repaid in full. The legal final maturity date is the date on which the outstanding principal of the relevant indebtedness is legally due and payable in full.

Non-vehicle Debt

First Lien Credit Agreement

In March 2023, Hertz increased the aggregate committed amount of the First Lien RCF from $1.9 billion to $2.0 billion.

In May 2023, Hertz amended the First Lien Credit Agreement to change the benchmark interest rate on the Term B Loan and the Term C Loan from USD LIBOR to the Secured Overnight Financing Rate ("SOFR") in connection with the cessation of USD LIBOR.

Vehicle Debt

HVF III U.S. ABS Program

HVF III Series 2021-A Notes: In June 2023, Hertz Vehicle Financing III LLC ("HVF III"), a wholly-owned, special-purpose and bankruptcy-remote subsidiary of Hertz, increased the commitments for the Series 2021-A Notes, increasing the maximum principal amount that may be outstanding from $3.9 billion to $4.1 billion. Additionally, the maturity dates of the Series 2021-A Class A Notes and Class B Notes were extended to June 2025 and August 2025, respectively.

HVF III Series 2023-1 Notes: In March 2023, HVF III issued the Series 2023-1 Notes in four classes (Class A, Class B, Class C and Class D) in an aggregate principal amount of $500 million. At the time of issuance, Hertz, an affiliate of HVF III, purchased the Class D Notes in an aggregate principal amount of $40 million, and accordingly, the related principal amount is eliminated in consolidation as of June 30, 2023.

HVF III Series 2023-2 Notes: In March 2023, HVF III issued the Series 2023-2 Notes in four classes (Class A, Class B, Class C and Class D) in an aggregate principal amount of $300 million.

There is subordination within each of the preceding series based on class.

Vehicle Debt-Other

Repurchase Facilities

Beginning in 2022, Hertz entered into and in the future may enter into repurchase agreements related to retained HVF III Series Notes (the "Repurchase Facilities"), whereby Hertz can sell and repurchase at a pre-determined price any of the retained HVF III Series Notes. Transactions occurring under the Repurchase Facilities are based on mutually agreeable terms and prevailing rates. As of June 30, 2023, transactions totaling $115 million were outstanding under Repurchase Facilities.

Hertz Canadian Securitization

In June 2023, TCL Funding Limited Partnership, a bankruptcy remote, indirect, wholly-owned, special purpose subsidiary of Hertz, amended the Hertz Canadian Securitization to provide for aggregate maximum borrowings of CAD$475 million and extended the maturity date to June 2025. Additionally, the Hertz Canadian Securitization was amended to provide for aggregate maximum borrowings of CAD$575 million for a seasonal commitment period through November 2023. Following the expiration of the seasonal commitment period, aggregate maximum borrowings will revert to CAD$475 million.

Australian Securitization

In June 2023, HA Fleet Pty Limited, an indirect wholly-owned subsidiary of Hertz, amended the Australian Securitization to provide for aggregate maximum borrowings of AUD$340 million and extended the maturity date to June 2025.

New Zealand RCF

In March 2023, Hertz New Zealand Holding Limited, an indirect, wholly-owned subsidiary of Hertz, amended its credit agreement to extend its seasonal commitment period and provide for aggregate maximum borrowings of NZD$80 million with step downs in committed capacity through May 2023. Following the expiration of the seasonal commitment period, aggregate maximum borrowings reverted to NZD$60 million.

U.K. Financing Facility

In June 2023, Hertz U.K. Limited amended the U.K. Financing Facility to provide for aggregate maximum borrowings of £135 million and extended the maturity date to November 2024. Additionally, the U.K. Financing Facility was amended to provide for aggregate maximum borrowings of £155 million for a seasonal commitment period through October 2023. Following the expiration of the seasonal commitment period, aggregate maximum borrowings will revert to £135 million.

Borrowing Capacity and Availability

Borrowing capacity and availability comes from the Company's revolving credit facilities, which are a combination of variable funding asset-backed securitization facilities, cash-flow based revolving credit facilities, asset-based revolving credit facilities and the First Lien RCF. Creditors under each such asset-backed securitization facility and asset-based revolving credit facility have a claim on a specific pool of assets as collateral. With respect to each such asset-backed securitization facility and asset-based revolving credit facility, the Company refers to the amount of debt it can borrow given a certain pool of assets as the borrowing base.

The Company refers to "Remaining Capacity" as the maximum principal amount of debt permitted to be outstanding under the respective facility (i.e., with respect to a variable funding asset-backed securitization facility or asset-based revolving credit facility, the amount of debt the Company could borrow assuming it possessed sufficient assets as collateral) less the principal amount of debt then-outstanding under such facility and, in the case of the First Lien RCF, less any issued standby letters of credit. With respect to a variable funding asset-backed securitization facility or asset-based revolving credit facility, the Company refers to "Availability Under Borrowing Base Limitation" as the lower of Remaining Capacity or the borrowing base less the principal amount of debt then-outstanding under such facility (i.e., the amount of debt that can be borrowed given the collateral possessed at such time).

The following facilities were available to the Company as of June 30, 2023 and are presented net of any outstanding letters of credit:

(In millions)	Remaining Capacity	Availability Under Borrowing Base Limitation
Non-Vehicle Debt		
First Lien RCF	$ 745	$ 745
Total Non-Vehicle Debt	745	745
Vehicle Debt		
HVF III Series 2021-A	612	—
European ABS	—	—
Hertz Canadian Securitization	53	—
Australian Securitization	85	—
New Zealand RCF	—	—
U.K. Financing Facility	6	—
U.K. Toyota Financing Facility	17	—
Total Vehicle Debt	773	—
Total	$ 1,518	$ 745

Letters of Credit

As of June 30, 2023, there were outstanding standby letters of credit totaling $1.0 billion comprised primarily of $245 million issued under the term loan "C" facility (the "Term C Loan") and $755 million issued under the First Lien RCF. As of June 30, 2023, no capacity remains to issue letters of credit under the Term C Loan. Such letters of credit have been issued primarily to provide credit enhancement for the Company's asset-backed securitization facilities and to support the Company's insurance programs, as well as to support the Company's vehicle rental concessions and leaseholds. As of June 30, 2023, none of the issued letters of credit were drawn.

Pledges Related to Vehicle Financing

Substantially all of the Company's revenue earning vehicles and certain related assets are owned by special purpose entities or are encumbered in favor of the lenders under the various credit facilities, other secured financings or asset-backed securities programs. None of the value of such assets (including the assets owned by Hertz Vehicle Financing III LLC and various other domestic and international subsidiaries that facilitate the Company's international securitizations) will be available to satisfy the claims of unsecured creditors unless the secured creditors are paid in full.

The Company has a 25% ownership interest in IFF No. 2, whose sole purpose is to provide commitments to lend under the European ABS in various currencies subject to borrowing bases comprised of revenue earning vehicles and related assets of certain of Hertz International, Ltd.'s subsidiaries. IFF No. 2 is a VIE and the Company is the primary beneficiary; therefore, the assets, liabilities and results of operations of IFF No. 2 are included in the accompanying unaudited condensed consolidated financial statements. As of June 30, 2023 and December 31, 2022, IFF No. 2 had total assets of $1.9 billion and $1.3 billion, respectively, comprised primarily of intercompany receivables, and total liabilities of $1.9 billion and $1.3 billion, respectively, comprised primarily of debt.

Covenant Compliance

The First Lien RCF credit agreement (the "First Lien Credit Agreement") requires Hertz to comply with the following financial covenant: a First Lien Ratio of less than or equal to 3.00 to 1.00 in the first and last quarters of the calendar year and 3.50 to 1.00 in the second and third quarters of the calendar year. As of June 30, 2023, Hertz was in compliance with the First Lien Ratio.

In addition to the financial covenant, the First Lien Credit Agreement contains customary affirmative covenants including, among other things, the delivery of quarterly and annual financial statements and compliance certificates, and covenants related to conduct of business, maintenance of property and insurance, compliance with environmental laws and the granting of security interests for the benefit of the secured parties under that agreement on after-acquired real property, fixtures and future subsidiaries. The First Lien Credit Agreement also contains customary negative covenants, including, among other things, restrictions on the incurrence of liens, indebtedness, asset dispositions and restricted payments. As of June 30, 2023, the Company was in compliance with all covenants in the First Lien Credit Agreement.

Note 6—Leases

The Company enters into certain agreements as a lessor under which it rents vehicles and leases fleets to customers. The following table summarizes the amount of operating lease income and other income included in total revenues in the accompanying unaudited condensed consolidated statements of operations:

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)	2023	2022	2023	2022
Operating lease income from vehicle rentals	$ 2,214	$ 2,226	$ 4,073	$ 3,947
Variable operating lease income	165	57	297	101
Revenue accounted for under Topic 842	2,379	2,283	4,370	4,048
Revenue accounted for under Topic 606	58	61	114	106
Total revenues	$ 2,437	$ 2,344	$ 4,484	$ 4,154

Note 7—Income Tax (Provision) Benefit

Hertz Global

For the three months ended June 30, 2023, Hertz Global recorded a tax provision of $19 million, which resulted in an effective tax rate of 12%. For the three months ended June 30, 2022, Hertz Global recorded a tax provision of $179 million, which resulted in an effective tax rate of 16%.

The change in tax in the three months ended June 30, 2023 compared to 2022 is driven by lower pre-tax income and benefits from electric vehicle credits, offset by the non-deductibility of the change in the fair value of warrants.

For the first half of 2023, Hertz Global recorded a tax benefit of $115 million, which resulted in an effective tax rate of (52%). For the first half of 2022, Hertz Global recorded a tax provision of $309 million, which resulted in an effective tax rate of 18%.

The change in tax in the first half of 2023 compared to 2022 is driven by lower pre-tax income, recognition of uncertain tax benefits related to our tax restructuring of European operations and benefits from electric vehicle credits, offset by the non-deductibility of the change in the fair value of warrants.

As previously disclosed, Hertz Global filed a request for a pre-filing agreement with the Internal Revenue Service ("IRS") in December 2021 to determine whether the loss related to our tax restructuring of European operations qualified as an ordinary loss. On February 9, 2023, Hertz Global and the IRS agreed to the character and amount of the loss. This resulted in an additional $163 million of ordinary loss recognized in the six months ended June 30, 2023.

On August 16, 2022, the Inflation Reduction Act ("IRA") of 2022 was enacted into law. It includes a 15% corporate alternative minimum tax and a 1% excise tax on corporate stock buybacks, both of which are effective after December 31, 2022. Hertz Global does not currently anticipate a material impact to its results of operations, cash flows or financial position related to these provisions. The IRA also included income tax incentives associated with electric vehicles placed in service after December 31, 2022. An estimate of these credits has been included in the tax calculation for the three and six months ended June 30, 2023.

Hertz

For the three months ended June 30, 2023, Hertz recorded a tax provision of $18 million, which resulted in an effective tax rate of 7%. For the three months ended June 30, 2022, Hertz recorded a tax provision of $178 million, which resulted in an effective tax rate of 27%.

The change in tax in the three months ended June 30, 2023 compared to 2022 is driven by lower pre-tax income and benefits from electric vehicle credits.

For the first half of 2023, Hertz recorded a tax benefit of $116 million, which resulted in an effective tax rate of (26%). For the first half of 2022, Hertz recorded a tax provision of $308 million, which resulted in an effective tax rate of 26%.

The change in tax in the first half of 2023 compared to 2022 is driven by lower pre-tax income, recognition of uncertain tax benefits related to our tax restructuring of European operations and benefits from electric vehicle credits.

As previously disclosed, Hertz filed a request for a pre-filing agreement with the IRS in December 2021 to determine whether the loss related to our tax restructuring of European operations qualified as an ordinary loss. On February 9, 2023, Hertz and the IRS agreed to the character and amount of the loss. This resulted in an additional $163 million of ordinary loss.

On August 16, 2022, the IRA of 2022 was enacted into law. It includes a 15% corporate alternative minimum tax and a 1% excise tax on corporate stock buybacks, both of which are effective after December 31, 2022. Hertz does not currently anticipate a material impact to its results of operations, cash flows or financial position related to these provisions. The IRA also included income tax incentives associated with electric vehicles placed in service after December 31, 2022. An estimate of these credits has been included in the tax calculation for the three and six months ended June 30, 2023.

Note 8—Public Warrants, Equity and Earnings (Loss) Per Common Share – Hertz Global

Public Warrants

During the three and six months ended June 30, 2023, 6,207 and 34,104 Public Warrants were exercised, of which 4,848 and 24,292 were cashless exercises and 1,359 and 9,812 were exercised for $13.80 per share, respectively. As of June 30, 2023, a cumulative 6,320,343 Public Warrants have been exercised since their original issuance in June 2021. The Public Warrants are recorded at fair value in the accompanying unaudited condensed consolidated balance sheets as of June 30, 2023 and December 31, 2022. See Note 11, "Fair Value Measurements."

Share Repurchase Programs for Common Stock

In November 2021, Hertz Global's independent Audit Committee recommended, and its Board of Directors approved, a share repurchase program (the "2021 Share Repurchase Program") that authorized the repurchase of up to $2.0 billion worth of shares of Hertz Global's outstanding common stock. During the second quarter of 2022, the Company completed the 2021 Share Repurchase Program. A total of 97,783,047 shares of Hertz Global common stock were repurchased since the inception of the 2021 Share Repurchase Program for an aggregate purchase price of $2.0 billion.

In June 2022, Hertz Global's independent Audit Committee recommended, and its Board of Directors approved, a new share repurchase program (the "2022 Share Repurchase Program") that authorized additional repurchases of up to an incremental $2.0 billion worth of shares of Hertz Global's outstanding common stock. During the three and six months ended June 30, 2023, a total of 6,266,607 and 12,002,255 shares of Hertz Global's common stock were repurchased under the 2022 Share Repurchase Program at an average share price of $15.96 and $16.67 for an aggregate purchase price of $100 million and $200 million, excluding applicable excise tax, respectively. As of June 30, 2023, a total of 59,305,264 shares of Hertz Global's common stock have been repurchased since the inception of the 2022 Share Repurchase Program for an aggregate purchase price of $1.0 billion, excluding applicable excise tax.

Common shares repurchased are included in treasury stock in the accompanying Hertz Global unaudited condensed consolidated balance sheet as of June 30, 2023 and December 31, 2022.

Between July 1, 2023 and July 20, 2023, a total of 553,310 shares of Hertz Global's common stock were repurchased at an average share price of $18.68 for an aggregate purchase price of $10 million, excluding applicable excise tax.

Hertz Global funded the share repurchases with available cash and dividend distributions from Hertz.

Any repurchases will be made at the discretion of Hertz Global's management through a variety of methods, such as open-market transactions (including pre-set trading plans pursuant to Rule 10b5-1 of the Exchange Act), privately negotiated transactions, accelerated share repurchases, and other transactions in accordance with applicable securities laws. The share repurchase authorization has no initial time limit, does not obligate Hertz Global to acquire any particular amount of common stock, and can be discontinued at any time. There can be no assurance as to the timing or number of shares of any repurchases.

Computation of Earnings (Loss) Per Common Share

Basic earnings (loss) per common share has been computed based upon the weighted-average number of common shares outstanding. Diluted earnings (loss) per common share has been computed based upon the weighted-average number of common shares outstanding plus the effect of all potentially dilutive common stock equivalents, including Public Warrants, except when the effect would be anti-dilutive. Additionally, the Company removes the change in fair value of Public Warrants when computing diluted earnings (loss) per common share, when the impact of Public Warrants is dilutive.

The following table sets forth the computation of basic and diluted earnings (loss) per common share:

(In millions, except per share data)[1]	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Numerator:				
Net income (loss) available to Hertz Global common stockholders, basic	$ 139	$ 940	$ 335	$ 1,366
Change in fair value of Public Warrants	—	(461)	—	(511)
Net income (loss) available to Hertz Global common stockholders, diluted	$ 139	$ 479	$ 335	$ 856
Denominator:				
Basic weighted-average common shares outstanding	314	398	318	415
Dilutive effect of stock options, RSUs and PSUs	1	1	1	1
Dilutive effect of Public Warrants	—	25	—	27
Diluted weighted-average shares outstanding	315	424	319	443
Antidilutive Public Warrants	13	—	15	—
Antidilutive stock options, RSUs and PSUs	6	7	6	6
Total antidilutive	19	7	21	6
Earnings (loss) per common share:				
Basic	$ 0.44	$ 2.36	$ 1.06	$ 3.29
Diluted	$ 0.44	$ 1.13	$ 1.05	$ 1.93

(1) The table above is denoted in millions, excluding earnings (loss) per common share. Amounts are calculated from the underlying numbers in thousands, and as a result, may not agree to the amounts shown in the table when calculated in millions.

Note 9—Stock-Based Compensation

The stock-based compensation expense associated with the Hertz Holdings stock-based compensation plans is pushed down from Hertz Global and recorded at Hertz. In 2021, Hertz Global's Board of Directors approved the Hertz Global Holdings, Inc. 2021 Omnibus Incentive Plan (the "2021 Omnibus Plan"). As of June 30, 2023, 53,146,475 shares of the Company's common stock are authorized and remain available for future grants under the 2021 Omnibus Plan, which reflects an automatic annual share increase as prescribed by the 2021 Omnibus Plan. Vesting of the outstanding equity awards is also subject to accelerated vesting as set forth in the 2021 Omnibus Plan.

A summary of the total compensation expense and related income tax benefits recognized for grants made under the 2021 Omnibus Plan is as follows:

(In millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Compensation expense	$ 22	$ 36	$ 43	$ 63
Income tax benefit	(3)	(3)	(8)	(4)
Compensation expense, net	$ 19	$ 33	$ 35	$ 59

As of June 30, 2023, there was $206 million of total unrecognized compensation cost expected to be recognized over the remaining 2.2 years, on a weighted average basis, of the requisite service period that began on the grant dates.

Stock Options and Stock Appreciation Rights

A summary of stock option activity for the first half of 2023 is presented below:

Options	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (In millions)
Outstanding as of January 1, 2023	3,144,983	$ 26.17	8.2	$ —
Granted	—	—	—	—
Exercised	—	—	—	—
Forfeited or Expired	(468,259)	26.17	—	—
Outstanding as of June 30, 2023	2,676,724	26.17	7.8	—
Exercisable as of June 30, 2023	(1,214,920)	26.17	7.1	—
Non-vested as of June 30, 2023	1,461,804			

Performance Stock Awards ("PSAs"), Performance Stock Units ("PSUs") and Performance Units ("PUs")

A summary of the PSU activity for the first half of 2023 is presented below:

	Shares	Weighted-Average Fair Value	Aggregate Intrinsic Value (In millions)
Outstanding as of January 1, 2023	9,292,749	$ 17.62	$ 143
Granted[(1)]	524,861	17.31	—
Vested	—	—	—
Forfeited or Expired	(83,356)	18.52	—
Outstanding as of June 30, 2023	9,734,254	17.59	179

(1) Presented assuming the issuance at the original target award amount (100%).

Compensation expense for PSUs is based on the grant date fair value. For grants issued in 2023, vesting eligibility is based on market, performance and service conditions of two to three years. Accordingly, the number of shares issued at the end of the performance period could range between 0% and 200% of the original target award amount (100%) disclosed in the table above.

As of June 30, 2023, there were no issued or outstanding grants of PSAs or PUs under the 2021 Omnibus Plan.

Restricted Stock and Restricted Stock Units ("RSUs")

A summary of RSU activity for the first half of 2023 is presented below:

	Shares	Weighted-Average Fair Value	Aggregate Intrinsic Value (In millions)
Outstanding as of January 1, 2023	3,412,763	$ 20.82	$ 53
Granted	2,188,528	17.37	—
Vested	(257,969)	20.72	—
Forfeited or Expired	(287,054)	20.74	—
Outstanding as of June 30, 2023	5,056,268	19.34	93

Additional information pertaining to RSU activity is as follows:

	Six Months Ended June 30,	
	2023	2022
Total fair value of awards that vested (in millions)	$ 5	$ 15
Weighted-average grant-date fair value of awards granted	$ 17.37	$ 20.60

RSU grants issued in 2023 vest ratably over a period of three to four years.

Deferred Stock Units

As of June 30, 2023, there were approximately 84,000 outstanding shares of deferred stock units under the 2021 Omnibus Plan.

Note 10—Financial Instruments

The Company employs established risk management policies and procedures, and, under the terms of our ABS facilities, may be required to enter into interest rate derivatives, which seek to reduce the Company’s commercial risk exposure to fluctuations in interest rates and currency exchange rates. Although the instruments utilized involve varying degrees of credit, market and interest risk, the Company contracts with multiple counterparties to mitigate concentrations of risk and 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, upon the occurrence of an event of default under the Company’s International Swaps and Derivatives Association ("ISDA") master derivative agreements, the non-defaulting party generally has the right, but not the obligation, to set-off any early termination amounts under any such agreements against any other amounts owed with regard to any other agreements between the parties to each such agreement.

None of the Company's financial instruments have been designated as hedging instruments as of June 30, 2023 and December 31, 2022. The Company classifies cash flows from the financial instruments according to the classification of the cash flows of the economic hedged item(s).

Interest Rate Risk

The Company uses a combination of interest rate caps and swaps to manage its exposure to interest rate movements and to manage its mix of floating and fixed-rate debt.

Currency Exchange Rate Risk

The Company uses foreign currency exchange rate derivative financial instruments to manage its currency exposure resulting from intercompany transactions and other cross currency obligations.

Fair Value

The following table summarizes the estimated fair value of financial instruments:

	Fair Value of Financial Instruments			
	Asset Derivatives[1]		Liability Derivatives[1]	
(In millions)	June 30, 2023	December 31, 2022	June 30, 2023	December 31, 2022
Interest rate instruments[2]	$ 30	$ 140	$ —	$ —
Foreign currency forward contracts	2	1	7	2
Total	$ 32	$ 141	$ 7	$ 2

(1) All asset derivatives are recorded in prepaid expenses and other assets and all liability derivatives are recorded in accrued liabilities in the accompanying unaudited condensed consolidated balance sheets.

(2) The activity in 2023 is primarily due to net cash received on monthly settlements, including the sale of interest rate caps disclosed below.

The following table summarizes the gains or (losses) on financial instruments for the period indicated:

	Location of Gain (Loss) Recognized on Derivatives	Amount of Gain (Loss) Recognized in Income on Derivatives			
		Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)		2023	2022	2023	2022
Interest rate instruments	Vehicle interest expense, net	$ 7	$ 21	$ 11	$ 65
Foreign currency forward contracts	Selling, general and administrative expense[1]	(5)	—	(10)	(1)
Total		$ 2	$ 21	$ 1	$ 64

(1) For the three and six months ended June 30, 2022, all gains (losses) on foreign currency forward contracts were recorded in other (income) expense, net.

In the first quarter of 2023, the Company sold certain of its interest rate caps resulting in a net gain of $10 million based on the recognition of a $98 million realized gain on the unwind, of which $88 million was previously unrealized.

The Company's foreign currency forward contracts and certain interest rate instruments are subject to enforceable master netting agreements with their counterparties. The Company does not offset such derivative assets and liabilities in its unaudited condensed consolidated balance sheets, and the potential effect of the Company’s use of the master netting arrangements is not material.

Note 11—Fair Value Measurements

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.

Fair Value Disclosures

The fair value of cash, restricted cash, accounts receivable, accounts payable and accrued liabilities, to the extent the underlying liability will be settled in cash, approximates the carrying values because of the short-term nature of these instruments.

Debt Obligations

The fair value of the debt facilities is estimated based on quoted market rates as well as borrowing rates currently available to the Company for loans with similar terms and average maturities (i.e., Level 2 inputs).

	June 30, 2023		December 31, 2022	
(In millions)	Nominal Unpaid Principal Balance	Aggregate Fair Value	Nominal Unpaid Principal Balance	Aggregate Fair Value
Non-Vehicle Debt	$ 3,523	$ 3,300	$ 3,035	$ 2,685
Vehicle Debt	13,157	12,568	10,948	10,304
Total	$ 16,680	$ 15,868	$ 13,983	$ 12,989

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table summarizes the Company's cash equivalents, restricted cash equivalents and Public Warrants that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy as follows:

	June 30, 2023				December 31, 2022			
(In millions)	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Cash equivalents and restricted cash equivalents	$ 434	$ —	$ —	$ 434	$ 443	$ —	$ —	$ 443
Liabilities:								
Public Warrants	$ 835	$ —	$ —	$ 835	$ 617	$ —	$ —	$ 617

Cash Equivalents and Restricted Cash Equivalents

The Company's cash equivalents and restricted cash equivalents primarily consist of investments in money market funds and bank money market and interest-bearing accounts. The Company determines the fair value of cash equivalents and restricted cash equivalents using a market approach based on quoted prices in active markets (i.e., Level 1 inputs).

Public Warrants

Hertz Global's Public Warrants are classified as liabilities and recorded at fair value in the accompanying unaudited condensed consolidated balance sheets as of June 30, 2023 and December 31, 2022 in accordance with the provisions of ASC 480, *Distinguishing Liabilities from Equity*. See Note 8, "Public Warrants, Equity and Earnings (Loss) Per Common Share – Hertz Global," for additional information. The Company calculates the fair value based on the end-of-day quoted market price, a Level 1 input of the fair value hierarchy. For the three and six months ended June 30, 2023, the fair value adjustment was a loss of $100 million and $218 million, respectively. For the three and six months ended June 30, 2022, the fair value adjustments were gains of $461 million and $511 million, respectively. These amounts are recorded in change in fair value of Public Warrants in the accompanying unaudited condensed consolidated statement of operations for Hertz Global for the three and six months ended June 30, 2023 and 2022.

Financial Instruments

The fair value of the Company's financial instruments as of June 30, 2023 and December 31, 2022 are disclosed in Note 10, "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.

Note 12—Contingencies and Off-Balance Sheet Commitments

Legal Proceedings

Self-Insured Liabilities

The Company is currently a defendant in numerous actions and has received numerous claims on which actions have not yet commenced for self-insured liabilities arising from the operation of motor vehicles rented from the Company. The obligation for self-insured liabilities on self-insured U.S. and international vehicles, as stated in the accompanying unaudited condensed consolidated balance sheets, represents an estimate for both reported accident claims not yet paid and claims incurred but not yet reported. The related liabilities are recorded on an undiscounted basis and are based on rental volume and actuarial evaluations of historical accident claim experience and trends, as well as future projections of ultimate losses, expenses, premiums and administrative costs. As of June 30, 2023 and December 31, 2022, the Company's liability recorded for self-insured liabilities was $451 million and $472 million, respectively. The Company believes that its analysis is based on the most relevant information available, combined with reasonable assumptions. The liability is subject to significant uncertainties. 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.

Loss Contingencies

From time to time the Company is a party to various legal proceedings, typically involving operational issues common to the vehicle rental business. The Company has summarized below the material legal proceedings to which the Company was a party during the three and six months ended June 30, 2023 or the period after June 30, 2023, but before the filing of this Quarterly Report.

Make-Whole and Post-Petition Interest Claims - On July 1, 2021, Wells Fargo Bank, N.A., in its capacity as indenture trustee of (1) 6.250% Unsecured Notes due 2022 (the "2022 Notes"), (2) 5.500% Unsecured Notes due 2024 (the "2024 Notes"), (3) 7.125% Unsecured Notes due 2026 (the "2026 Notes"), and (4) 6.000% Unsecured Notes due 2028 (the "2028 Notes") issued by The Hertz Corporation (collectively, the "Unsecured Notes"), filed a complaint (the "Complaint") against The Hertz Corporation and multiple direct and indirect subsidiaries thereof (collectively referred to in this summary as "Defendants"). The filing of the Complaint initiated the adversary proceeding captioned *Wells Fargo Bank, National Association v. The Hertz Corporation, et al.* in the United States Bankruptcy Court for the District of Delaware, Adv. Pro. No. 21-50995 (MFW). The Complaint seeks a declaratory judgment that the holders of the Unsecured Notes are entitled to payment of certain redemption premiums and post-petition interest that they assert total approximately $272 million or, in the alternative, are entitled to payment of post-petition interest at a contractual rate that they assert totals approximately $125 million. The Complaint also asserts the right to pre-judgment interest from July 1, 2021, to the date of any judgment. On December 22, 2021, the Bankruptcy Court dismissed Wells Fargo's claims with respect to (i) the redemption premium allegedly owed on the 2022 and 2024 Notes and (ii) post-petition interest at the contract rate. On November 9, 2022, the Bankruptcy Court ruled that the make-whole premium is the same as unmatured interest and is disallowed under the U.S. Bankruptcy Code, granting summary judgment in the Defendants' favor. The Bankruptcy Court certified the matter directly to the U.S. Court of Appeals for the Third Circuit (the "Third Circuit") and, on January 25, 2023, the Third Circuit accepted Wells Fargo's appeal. Oral argument is scheduled for October 25, 2023. The Defendants intend to continue to vigorously defend against these claims. The Company cannot predict the ultimate outcome or timing of this litigation.

Claims Related to Alleged False Arrests - A group of claims involving allegations that the police detained or arrested individuals in error after the Company reported rental cars as stolen were previously advanced against the Company. These claims first arose from actions allegedly taken by the Company prior to its emergence from bankruptcy reorganization; some claims allege post-emergence behavior by the Company. These claims have been the subject of press coverage and the Company has received government inquiries on the matter. The Company has policies to help ensure the proper treatment of its customers and to seek to protect itself against the theft of its services or assets, and has taken significant steps to modernize and update those policies. In December 2022, the Company entered into settlement agreements with 364 claimants in full and final resolutions of their claims for an aggregated amount of approximately $168 million (the "Settlement"), all of which amount was paid by the Company during December 2022. The Settlement resolved nearly all of the false arrest-related claims being advanced in the U.S. Bankruptcy Court for the District of Delaware, *Adv. Pro. No. 20-11247 (MFW)* and state court in Delaware (captioned *Flannery, et al. v. Hertz Global Holdings, Inc., et al., C.A. No. N22C-07-100* and *Okoasia, et al. v. Hertz Global Holdings, Inc., et al., C.A. No. N22C-09-531*). Also as a result of the Settlements, state court matters pending in Pennsylvania, captioned *Lovelace, et al. v. Hertz Global Holdings, Inc., et al., Case No. 220801729*, and in Florida, captioned *Lizasoain, et al. v. Hertz Global Holdings, Inc., et al., Case No. 2022-015316-CA-1,* were dismissed with prejudice. In the small number of claims remaining, the Company continues to vigorously defend itself and believes that the ultimate resolution of such remaining claims will not have a material adverse effect on the Company's business, financial condition, results of operations or cash flows. Relatedly, in May 2022, the Company filed a complaint against several of its insurers seeking a determination of its rights under its commercial general liability, and directors and officers liability, insurance policies for these alleged claims in a declaratory judgment action pending in Delaware Superior Court, *Hertz Global Holdings, Inc., et al. v. ACE American Insurance Co., et al., C.A. No. N22C-05-130 MMJ (CCLD)*. On June 30, 2023, Hertz entered into a confidential settlement with ACE American Insurance Company. The case is ongoing against the remaining insurers.

Share Repurchase Program Litigation - On May 11, 2023, Angelo Cascia, a purported stockholder of Hertz Global, filed a putative class and derivative lawsuit in the Delaware Court of Chancery against certain current and former directors of Hertz Global, Knighthead Capital Management, LLC, Certares Opportunities LLC, and CK Amarillo LP. The claims in the complaint relate to the Company's share repurchase programs approved in November 2021 and June 2022. Among other allegations, the plaintiff claims Board members breached their fiduciary duties in approving these share repurchase programs, and that Knighthead, Certares, and CK Amarillo were unjustly enriched because they gained a majority stake in Hertz Global as a result of share repurchases. Defendants' motion to dismiss the complaint was filed on July 24, 2023.

The Company has established reserves for matters where the Company believes that losses are probable and can be reasonably estimated. Other than the aggregate reserve established for claims for self-insured liabilities, none of those reserves are material. For matters where the Company has 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. These matters are 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 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 consolidated financial condition, results of operations or cash flows in any particular reporting period.

Other Proceedings

Litigation Against Former Executives - The Company filed litigation in the U.S. District Court for the District of New Jersey against former executives Mark Frissora, Elyse Douglas and John Jefferey Zimmerman on March 25, 2019, and in state court in Florida against former executive Scott Sider on March 28, 2019. The complaints predominantly alleged breach of contract and sought repayment of incentive-based compensation received by the defendants in connection with restatements included in the former Hertz Global Holdings, Inc. ("Old Hertz Holdings") Form 10-K for the year ended December 31, 2014 and related accounting for prior periods. The complaints also sought recovery for the costs of an SEC investigation that resulted in an administrative order on December 31, 2018 with respect to events generally involving the restatements included in Old Hertz Holdings Form 10-K for the year ended December 31, 2014, and other damages resulting from the necessity of the restatements. In October 2019, the Company entered into a confidential settlement agreement with Elyse Douglas, and, on April 14, 2021, the Bankruptcy Court approved a Settlement Agreement between the Company and Scott Sider, closing the Florida action. Additionally, on December 29, 2021, the Company entered into a confidential settlement agreement with Jeff Zimmerman, leaving Mark Frissora as the sole remaining defendant in the New Jersey action. Competing dispositive motions were fully briefed as of October 26, 2022 and on June 26, 2023, the U.S. District Court for the District of New Jersey issued an opinion granting Frissora's motion for summary judgment, and dismissing Hertz's complaint. Hertz is considering its next steps in relation to this matter. Pursuant to the agreements governing the separation of Herc Holdings Inc. from Hertz Global that occurred on June 30, 2016, Herc Holdings Inc. is entitled to 15% of the net proceeds of any repayment or recovery from these cases.

Indemnification Obligations

In the ordinary course of business, the Company has executed 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. Specifically, 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 the Company may be held responsible could be substantial. In addition, Hertz entered into customary indemnification agreements with Hertz Holdings and certain of the Company's stockholders and their affiliates pursuant to which Hertz Holdings and Hertz will indemnify those entities and their respective affiliates, directors, officers, partners, members, employees, agents, representatives and controlling persons, against certain liabilities arising out of performance of a consulting agreement with Hertz Holdings and each of such entities and certain other claims and liabilities, including liabilities arising out of financing arrangements or securities offerings. The Company has entered into customary indemnification agreements with each of its directors and certain of its officers. Performance under these indemnification obligations would generally be triggered by a breach of terms of the contract or by a third-party claim. In connection with the separation of the car rental business in 2016, the Company executed an agreement with Herc Holdings Inc. that contains mutual indemnification clauses and a customary indemnification provision with respect to liability arising out of or resulting from assumed legal matters. The Company regularly evaluates the probability of having to incur costs associated with these indemnification obligations and has accrued for expected losses that are probable and estimable.

Note 13—Segment Information

The Company’s chief operating decision maker ("CODM") assesses performance and allocates resources based upon the financial information for the Company’s reportable segments. The Company has identified two reportable segments, which are consistent with its operating segments and organized based on the products and services provided and the geographic areas in which business is conducted, as follows:

- Americas RAC – rental of vehicles (cars, crossovers, vans and light trucks), as well as sales of value-added services, in the U.S., Canada, Latin America and the Caribbean; and

- International RAC – rental and leasing of vehicles (cars, crossovers, vans and light trucks), as well as sales of value-added services, in locations other than the U.S., Canada, Latin America and the Caribbean.

In addition to its reportable segments and other operating activities, the Company has corporate operations ("Corporate") which includes general corporate assets and expenses and certain interest expense (including net interest on non-vehicle debt). Corporate includes other items necessary to reconcile the reportable segments to the Company's total amounts.

The following tables provide significant statement of operations and balance sheet information by reportable segment for each of Hertz Global and Hertz, as well as Adjusted EBITDA, the measure used to determine segment profitability.

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)	2023	2022	2023	2022
Revenues				
Americas RAC	$ 2,015	$ 1,973	$ 3,745	$ 3,531

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
THE HERTZ CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
Unaudited

(In millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
International RAC	422	371	739	623
Total Hertz Global and Hertz	$ 2,437	$ 2,344	$ 4,484	$ 4,154
Depreciation of revenue earning vehicles and lease charges, net				
Americas RAC	$ 272	$ 61	$ 621	$ (32)
International RAC	57	45	89	79
Total Hertz Global and Hertz	$ 329	$ 106	$ 710	$ 47
Adjusted EBITDA				
Americas RAC	$ 331	$ 770	$ 592	$ 1,411
International RAC	96	92	149	119
Total reportable segments	427	862	741	1,530
Corporate	(80)	(98)	(157)	(152)
Total Hertz Global and Hertz	$ 347	$ 764	$ 584	$ 1,378

(In millions)	As of June 30, 2023	As of December 31, 2022
Revenue earning vehicles, net		
Americas RAC	$ 13,426	$ 10,813
International RAC	2,419	1,682
Total Hertz Global and Hertz	$ 15,845	$ 12,495
Total assets		
Americas RAC	$ 20,452	$ 17,645
International RAC	4,386	3,638
Total reportable segments	24,838	21,283
Corporate	1,257	1,214
Total Hertz Global[(1)]	26,095	22,497
Corporate - Hertz	(1)	(1)
Total Hertz[(1)]	$ 26,094	$ 22,496

(1) The consolidated total assets of Hertz Global and Hertz as of June 30, 2023 and December 31, 2022 include total assets of VIEs of $1.9 billion and $1.3 billion, respectively, which can only be used to settle obligations of the VIEs. See "Pledges Related to Vehicle Financing" in Note 5, "Debt," for further information.

Reconciliations of Adjusted EBITDA by reportable segment to consolidated amounts are summarized below:

Hertz Global

(In millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Adjusted EBITDA:				
Americas RAC	$ 331	$ 770	$ 592	$ 1,411
International RAC	96	92	149	119
Total reportable segments	427	862	741	1,530
Corporate[1]	(80)	(98)	(157)	(152)
Total Hertz Global	347	764	584	1,378
Adjustments:				
Non-vehicle depreciation and amortization	(32)	(36)	(67)	(69)
Non-vehicle debt interest, net	(56)	(41)	(107)	(80)
Vehicle debt-related charges[2]	(10)	(9)	(20)	(16)
Restructuring and restructuring related charges[3]	(5)	(15)	(8)	(21)
Change in fair value of Public Warrants[4]	(100)	461	(218)	511
Unrealized gains (losses) on financial instruments[5]	2	21	(106)	65
Gain on sale of non-vehicle capital assets[6]	—	—	162	—
Other items[7]	12	(26)	—	(93)
Income (loss) before income taxes	$ 158	$ 1,119	$ 220	$ 1,675

Hertz

(In millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Adjusted EBITDA:				
Americas RAC	$ 331	$ 770	$ 592	$ 1,411
International RAC	96	92	149	119
Total reportable segments	427	862	741	1,530
Corporate[1]	(80)	(98)	(157)	(152)
Total Hertz	347	764	584	1,378
Adjustments:				
Non-vehicle depreciation and amortization	(32)	(36)	(67)	(69)
Non-vehicle debt interest, net	(56)	(41)	(107)	(80)
Vehicle debt-related charges[2]	(10)	(9)	(20)	(16)
Restructuring and restructuring related charges[3]	(5)	(15)	(8)	(21)
Unrealized gains (losses) on financial instruments[5]	2	21	(106)	65
Gain on sale of non-vehicle capital assets[6]	—	—	162	—
Other items[7]	12	(26)	—	(93)
Income (loss) before income taxes	$ 258	$ 658	$ 438	$ 1,164

(1) Represents other reconciling items primarily consisting of general corporate expenses, non-vehicle interest expense, as well as other business activities.

(2) Represents vehicle debt-related charges relating to the amortization of deferred financing costs and debt discounts and premiums.

(3) Represents charges incurred under restructuring actions as defined in U.S. GAAP. Also includes restructuring related charges such as incremental costs incurred directly supporting business transformation initiatives.

(4) Represents the change in fair value during the reporting period for the Company's outstanding Public Warrants.

(5) Represents unrealized gains (losses) on derivative financial instruments. In 2023, also includes the realization of $88 million of previously unrealized gains resulting from the unwind of certain interest rate caps. See Note 10, "Financial Instruments."

(6) Represents gain on sale of certain non-vehicle capital assets sold in March 2023. See Note 3, "Divestitures."

(7) Represents miscellaneous items. For the three and six months ended June 30, 2023, primarily includes a loss recovery settlement, partially offset by certain IT related charges. For the three and six months ended June 30, 2022, primarily includes bankruptcy claims, certain professional fees and charges related to the settlement of bankruptcy claims and certain non-cash stock-based compensation charges.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Hertz Global Holdings, Inc. (together with its consolidated subsidiaries and variable interest entities, "Hertz Global") is a holding company and its principal, wholly-owned subsidiary is The Hertz Corporation (together with its consolidated subsidiaries and variable interest entities, "Hertz"). Hertz Global consolidates Hertz for financial statement purposes, and Hertz comprises approximately the entire balance of Hertz Global's assets, liabilities and operating cash flows. In addition, Hertz's operating revenues and operating expenses comprise nearly 100% of Hertz Global's revenues and operating expenses. As such, Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") that follows herein is for Hertz and also applies to Hertz Global in all material respects, unless otherwise noted. Differences between the operations and results of Hertz and Hertz Global are separately disclosed and explained. We sometimes use the words "we," "our," "us," and the "Company" in this MD&A for disclosures that relate to all of Hertz and Hertz Global.

The statements in this 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. The following MD&A provides information that we believe to be relevant to an understanding of our consolidated financial condition and results of operations. Our actual results may differ materially from those contained in or implied by any forward-looking statements.

This MD&A should be read in conjunction with the MD&A presented in our 2022 Form 10-K together with the sections entitled "Cautionary Note Regarding Forward-Looking Statements," Part II, Item 1A, "Risk Factors," and our unaudited condensed consolidated financial statements and accompanying notes included in Part I, Item 1 of this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 (this "Quarterly Report"), which include additional information about our accounting policies, practices and the transactions underlying our financial results. The preparation of our unaudited condensed consolidated financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts in our unaudited condensed consolidated financial statements and the accompanying notes including revenue earning vehicle depreciation and various claims and contingencies related to lawsuits, taxes and other matters arising during the normal course of business. We apply our best judgment, our knowledge of existing facts and circumstances and our knowledge of actions that we may undertake in the future in determining the estimates that will affect our unaudited condensed consolidated financial statements. We evaluate our estimates on an ongoing basis using our historical experience, as well as other factors we believe to be appropriate under the circumstances, such as current economic conditions, and adjust or revise our estimates as circumstances change. As future events and their effects cannot be determined with precision, actual results may differ from these estimates.

In this MD&A we refer to the following non-GAAP measure and key metrics:

- *Adjusted Corporate EBITDA – important non-GAAP measure to management because it allows management to assess the operational performance of our business, exclusive of certain items, and allows management to assess the performance of the entire business on the same basis as the segment measure of profitability. Management believes that it is important to investors for the same reasons it is important to management and because it allows investors to assess our operational performance on the same basis that management uses internally. Adjusted EBITDA, the segment measure of profitability and accordingly a GAAP measure, is calculated exclusive of certain items which are largely consistent with those used in the calculation of Adjusted Corporate EBITDA.*
- *Vehicle Utilization – important key metric to management and investors as it is the measurement of the proportion of our vehicles that are being used to generate revenues relative to rentable fleet capacity. Higher Vehicle Utilization means more vehicles are being utilized to generate revenues.*
- *Depreciation Per Unit Per Month – important key metric to management and investors as depreciation of revenue earning vehicles and lease charges is one of our largest expenses for the vehicle rental business and is driven by the number of vehicles, expected residual values at the expected time of disposal and expected hold period of the vehicles. Depreciation Per Unit Per Month is reflective of how we are managing the costs of our vehicles and facilitates a comparison with other participants in the vehicle rental industry.*

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

- *Total Revenue Per Transaction Day ("Total RPD," also referred to as "pricing") – important key metric to management and investors as it represents a measurement of the changes in underlying pricing in the vehicle rental business and encompasses the elements in vehicle rental pricing that management has the ability to control.*
- *Total Revenue Per Unit Per Month ("Total RPU") – important key metric to management and investors as it provides a measure of revenue productivity relative to the number of vehicles in our rental fleet whether owned or leased ("Average Rentable Vehicles"). Average Rentable Vehicles excludes vehicles for sale on our retail lots or actively in the process of being sold through other disposition channels.*
- *Transaction Days – important key metric to management and investors as it represents the number of revenue generating days ("volume"). It is used as a component to measure Total RPD and Vehicle Utilization. Transaction Days represent the total number of 24-hour periods, with any partial period counted as one Transaction Day, that vehicles were on rent (the period between when a rental contract is opened and closed) in a given period. Thus, it is possible for a vehicle to attain more than one Transaction Day in a 24-hour period.*

Our non-GAAP measure and key metrics 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 measure and key metrics are defined, and the non-GAAP measure is reconciled to its most comparable U.S. GAAP measure, in the "Footnotes to the Results of Operations and Selected Operating Data by Segment Tables" section of this MD&A.

OUR COMPANY

Hertz Holdings was incorporated in Delaware in 2015 to serve as the top-level holding company for Rental Car Intermediate Holdings, LLC, which wholly owns Hertz, Hertz Global's primary operating company. Hertz was incorporated in Delaware in 1967 and is a successor to corporations that have been engaged in the vehicle rental and leasing business since 1918.

We operate our vehicle rental business globally from company-owned, licensee and franchisee locations in North America, Europe, Latin America, Africa, Asia, Australia, the Caribbean, the Middle East and New Zealand. We also sell vehicles through Hertz Car Sales.

OVERVIEW OF OUR BUSINESS AND OPERATING ENVIRONMENT

Our Business

We are engaged principally in the business of renting vehicles primarily through our Hertz, Dollar and Thrifty brands. Our profitability is primarily a function of the volume, mix and pricing of rental transactions and the utilization of vehicles, the related ownership cost of vehicles and other operating costs. Significant changes in the purchase price or residual values of vehicles or interest rates can have a significant effect on our profitability depending on our ability to adjust pricing for these changes. We continue to balance our mix of non-program and program vehicles based on market conditions, including residual values. Our business requires significant expenditures for vehicles, and as such, we require substantial liquidity to finance such expenditures.

Our strategy is focused on excellence in execution of our rental operations, electrification of the fleet, shared mobility, connected cars and selling vehicles from the fleet directly to consumers.

Our revenues are primarily derived from rental and related charges and consist of worldwide vehicle rental revenues from all company-operated vehicle rental operations and charges to customers for the reimbursement of costs incurred relating to airport concession fees and vehicle license fees, the fueling of vehicles and revenues associated with value-added services, including the sale of loss or collision damage waivers, theft protection, liability and personal accident/effects insurance coverage, premium emergency roadside service and other products and fees.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

Also included are ancillary revenues associated with retail vehicle sales and certain royalty fees from our franchisees (such fees are approximately 2% of total revenues each period).

Our expenses primarily consist of:

- Direct vehicle and operating expense ("DOE"), primarily wages and related benefits; commissions and concession fees paid to airport authorities, travel agents and others; facility, self-insurance and reservation costs; and other costs relating to the operation and rental of revenue earning vehicles, such as damage, maintenance and fuel costs;
- Depreciation expense and lease charges, net relating to revenue earning vehicles, including gains and losses and related costs associated with the disposal of vehicles;
- Depreciation and amortization expense relating to non-vehicle assets;
- Selling, general and administrative expense ("SG&A"), which includes advertising costs and administrative personnel costs, along with costs for information technology and business transformation programs; and
- Interest expense, net.

Our vehicle rental operations are a seasonal business, with decreased levels of business in the winter months and heightened activity during the spring and summer months ("our peak season") for the majority of countries where we generate our revenues. To accommodate increased demand, we increase our available fleet and staff. As demand declines, fleet and staff are decreased accordingly. We maintain a flexible workforce, with a significant number of part-time and seasonal workers to help manage demand needs. A number of our other major operating costs, including airport concession fees, commissions and vehicle liability expenses, are directly related to revenues or transaction volumes. Certain operating expenses, including real estate taxes, rent, insurance, utilities, maintenance and other facility-related expenses, and minimum staffing costs, remain fixed and cannot be adjusted for demand.

Our Reportable Segments

We have identified two reportable segments, which are consistent with our operating segments and organized based on the products and services provided and the geographic areas in which business is conducted, as follows:

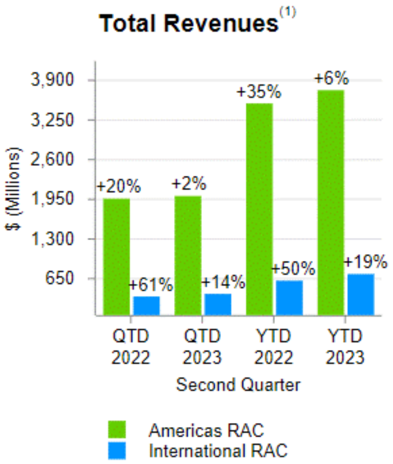
- Americas RAC – Rental of vehicles, as well as sales of value-added services, in the U.S., Canada, Latin America and the Caribbean; and
- International RAC – Rental of vehicles, as well as sales of value-added services, in locations other than the U.S., Canada, Latin America and the Caribbean.

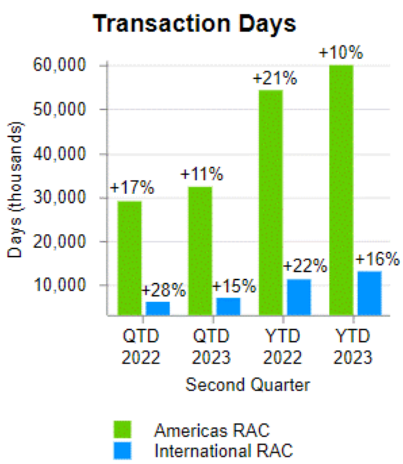
In addition to the above reportable segments, we have corporate operations. We assess performance and allocate resources based upon the financial information for our operating segments.

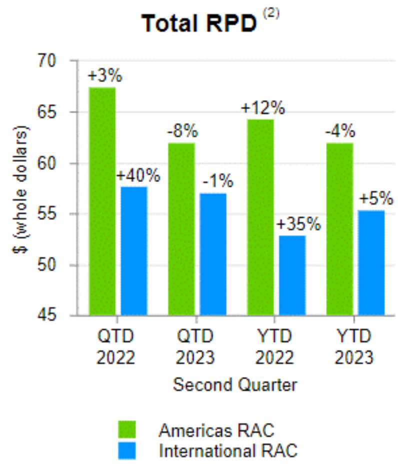
ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

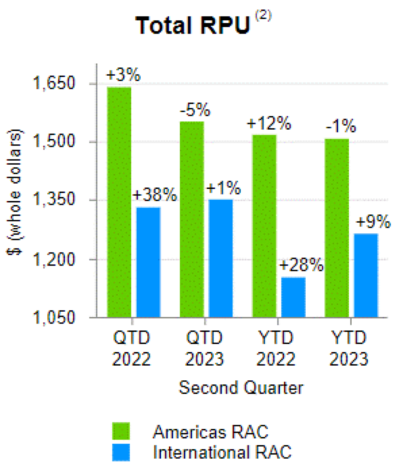
Three Months Ended June 30, 2023 Operating Overview

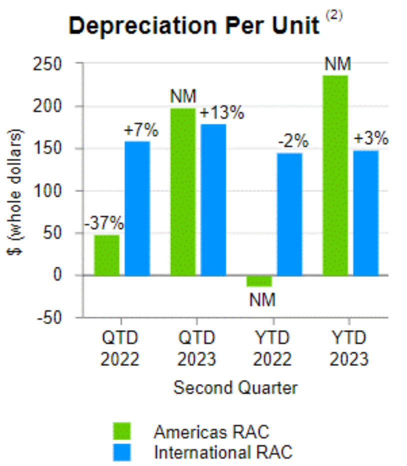
The following charts provide the period-over-period change for several key factors influencing our results for the three and six months ended June 30, 2023 and 2022.

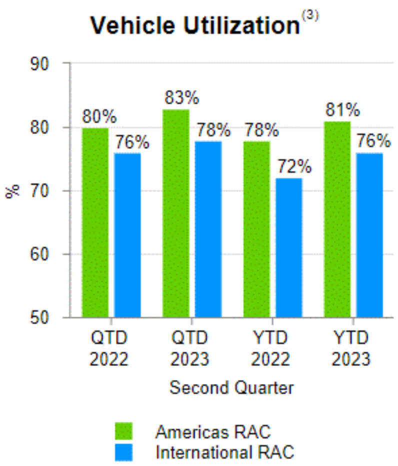












(1) Includes impact of foreign currency exchange at average rates ("fx").

(2) Results shown are in constant currency as of December 31, 2022.

(3) The percentages shown in this chart reflect Vehicle Utilization versus period-over-period change.

For more information on the above, see the discussion of our results on a consolidated basis and by segment that follows herein. In this MD&A, certain amounts in the following tables are denoted as in millions. Amounts such as percentages are calculated from the underlying numbers in thousands, and as a result, may not agree to the amount when calculated from the tables in millions.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

CONSOLIDATED RESULTS OF OPERATIONS – HERTZ

($ In millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Percent Increase/(Decrease)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	Percent Increase/(Decrease)
Total revenues	$ 2,437	$ 2,344	4%	$ 4,484	$ 4,154	8%
Direct vehicle and operating expenses	1,347	1,199	12	2,568	2,252	14
Depreciation of revenue earning vehicles and lease charges, net	329	106	NM	710	47	NM
Non-vehicle depreciation and amortization	32	36	(11)	67	69	(2)
Selling, general and administrative expenses	285	257	11	506	492	3
Interest expense, net:						
Vehicle	132	45	NM	243	50	NM
Non-vehicle	56	41	36	107	80	33
Interest expense, net	188	86	NM	350	130	NM
Other (income) expense, net	(2)	2	NM	7	—	NM
(Gain) from the sale of non-vehicle capital assets	—	—	NM	(162)	—	NM
Income (loss) before income taxes	258	658	(61)	438	1,164	(62)
Income tax (provision) benefit	(18)	(178)	(90)	116	(308)	NM
Net income (loss)	$ 240	$ 480	(50)	$ 554	$ 856	(35)
Adjusted Corporate EBITDA[(a)]	$ 347	$ 764	(55)	$ 584	$ 1,378	(58)

The footnote in the table above is shown in the "Footnotes to the Results of Operations and Selected Operating Data by Segment Tables" section of this MD&A.

NM - Not meaningful

Three Months Ended June 30, 2023 Compared with Three Months Ended June 30, 2022

Total revenues increased $94 million in the second quarter of 2023 compared to 2022 due primarily to increased travel demand. Total revenues increased $52 million and $42 million in our International RAC and Americas RAC segments, respectively, due primarily to higher volume.

DOE increased $148 million in the second quarter of 2023 compared to 2022 due primarily to increases of $137 million and $14 million in our Americas RAC and International RAC segments, respectively. DOE in our Americas RAC segment increased due primarily to increased fleet-related costs driven by higher damage costs and increased volume. DOE in our International RAC segment increased due primarily to higher volume driven by increased travel demand.

Depreciation of revenue earning vehicles and lease charges, net increased $223 million in the second quarter of 2023 compared to 2022 of which $211 million is attributed to our Americas RAC segment due primarily to lower per unit gains recognized on vehicle dispositions. Depreciation of revenue earning vehicles and lease charges, net for our International RAC segment increased $12 million due primarily to higher vehicle acquisition costs and fleet levels, partially offset by a higher volume of vehicle dispositions.

SG&A increased $28 million in the second quarter of 2023 compared to 2022 due primarily to increased IT costs, advertising spend and personnel costs in our Americas RAC segment, partially offset by lower personnel costs in our corporate operations resulting primarily from decreased non-cash stock-based compensation costs.

Vehicle interest expense, net increased $87 million in the second quarter of 2023 compared to 2022 due primarily to higher debt levels and higher average interest rates. primarily in our Americas RAC segment, resulting from the

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

issuance of the HVF III Series 2023 Notes in the first quarter of 2023 and higher benchmark rates on the HVF III 2021-A Notes.

Non-vehicle interest expense, net increased $15 million in the second quarter of 2023 compared to 2022 due primarily to higher benchmark rates, partially offset by interest income due to higher market rates.

For the three months ended June 30, 2023, we recorded a tax provision of $18 million, which resulted in an effective tax rate of 7%. For the three months ended June 30, 2022, we recorded a tax provision of $178 million, which resulted in an effective tax rate of 27%. The change in tax in the three months ended June 30, 2023 compared to 2022 is driven primarily by lower pre-tax income and benefits from electric vehicle credits.

Six Months Ended June 30, 2023 Compared with Six Months Ended June 30, 2022

Total revenues increased $329 million in the first half of 2023 compared to 2022 due primarily to an increase of $213 million and $116 million in our Americas RAC and International RAC segments, respectively. Revenues for our Americas RAC segment increased due primarily to higher volume. Total revenues in our International RAC segment increased due primarily to higher volume and pricing, offset by an unfavorable $18 million fx impact.

DOE increased $316 million in the first half of 2023 compared to 2022 due primarily to an increase of $273 million and $46 million in our Americas RAC and International RAC segments, respectively. The increase in Americas RAC DOE was due primarily to increased fleet-related costs driven by higher damage costs and increased volume. DOE for International RAC increased due to higher volume driven by increased travel demand and an unfavorable $11 million fx impact.

Depreciation of revenue earning vehicles and lease charges, net increased $663 million in the first half of 2023 compared to 2022 primarily driven by our Americas RAC segment. The increase of $653 million in our Americas RAC segment was due primarily to lower per unit gains recognized on vehicle dispositions, higher fleet levels and lower volume of vehicle dispositions in 2023 , partially offset by longer vehicle holding periods resulting in lower depreciation rates.

SG&A increased $14 million in the first half of 2023 compared to 2022 due primarily to increased personnel and IT costs and advertising spend in our Americas RAC segment, partially offset by lower personnel costs in our corporate operations resulting primarily to decreased non-cash stock-based compensation costs.

Vehicle interest expense, net increased $193 million in the first half of 2023 compared to 2022 due primarily to the realization of $88 million of previously unrealized gains resulting from the unwind of certain interest rate caps in the first quarter of 2023, higher debt levels and higher average interest rates, primarily in our Americas RAC segment, resulting from the issuance of the HVF III Series 2023 Notes in the first quarter of 2023 and higher benchmark rates on the HVF III 2021-A Notes. This was partially offset by a $98 million realized gain on the unwind of certain interest rate caps in the first quarter of 2023.

Non-vehicle interest expense, net increased $27 million in the first half of 2023 compared to 2022 due primarily to higher benchmark rates, partially offset by interest income due to higher market rates.

In the first half of 2023, we recognized a gain of $162 million on the sale of certain non-vehicle capital assets in our Americas RAC segment, as disclosed in Note 3, "Divestitures," in Part I, Item 1 of this Quarterly Report.

For the first half of 2023, we recorded a tax benefit of $116 million, which resulted in an effective tax rate of (26%). For the first half of 2022, we recorded a tax provision of $308 million, which resulted in an effective tax rate of 26%. The change in tax in the first half of 2023 compared to 2022 is driven by lower pre-tax income, recognition of uncertain tax benefits related to our tax restructuring of European operations and benefits from electric vehicle credits.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

CONSOLIDATED RESULTS OF OPERATIONS – HERTZ GLOBAL

The above discussion for Hertz also applies to Hertz Global.

Hertz Global had a loss of $100 million and $218 million from the change in fair value of Public Warrants that was incremental to Hertz for the second quarter and first half of 2023, respectively, included in Hertz Global's unaudited condensed consolidated statements of operations in Part I, Item 1 of this Quarterly Report.

Hertz Global had income of $461 million and $511 million from the change in fair value of Public Warrants that was incremental to Hertz for the second quarter and first half of 2022, respectively, included in Hertz Global's unaudited condensed consolidated statements of operations in Part I, Item 1 of this Quarterly Report.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

RESULTS OF OPERATIONS AND SELECTED OPERATING DATA BY SEGMENT

Americas RAC

($ In millions, except as noted)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Percent Increase/(Decrease)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	Percent Increase/(Decrease)
Total revenues	$ 2,015	$ 1,973	2%	$ 3,745	$ 3,531	6%
Depreciation of revenue earning vehicles and lease charges, net	$ 272	$ 61	NM	$ 621	$ (32)	NM
Direct vehicle and operating expenses	$ 1,139	$ 1,002	14	$ 2,178	$ 1,905	14
Direct vehicle and operating expenses as a percentage of total revenues	57 %	51 %		58 %	54 %	
Non-vehicle depreciation and amortization	$ 27	$ 30	(9)	$ 55	$ 56	(2)
Selling, general and administrative expenses	$ 148	$ 99	50	$ 253	$ 185	37
Selling, general and administrative expenses as a percentage of total revenues	7 %	5 %		7 %	5 %	
Vehicle interest expense	$ 113	$ 35	NM	$ 206	$ 37	NM
Adjusted EBITDA	$ 331	$ 770	(57)	$ 592	$ 1,411	(58)
Transaction Days (in thousands)(b)	32,469	29,160	11	60,348	54,739	10
Average Vehicles (in whole units)(f)	457,405	422,113	8	435,194	409,867	6
Average Rentable Vehicles (in whole units)(c)	431,921	399,588	8	412,717	386,363	7
Vehicle Utilization(c)	83 %	80 %		81 %	78 %	
Total RPD (in whole dollars)(d)	$ 62.03	$ 67.52	(8)	$ 62.03	$ 64.39	(4)
Total RPU Per Month (in whole dollars)(e)	$ 1,554	$ 1,643	(5)	$ 1,512	$ 1,520	(1)
Depreciation Per Unit Per Month (in whole dollars)(f)	$ 198	$ 49	NM	$ 238	$ (13)	NM
Percentage of program vehicles as of period end	1 %	1 %		1 %	1 %	

Footnotes to the table above are shown in the "Footnotes to the Results of Operations and Selected Operating Data by Segment Tables" section of this MD&A.

NM - Not meaningful

Three Months Ended June 30, 2023 Compared with Three Months Ended June 30, 2022

Total Americas RAC revenues increased $42 million in the second quarter of 2023 compared to 2022 due primarily to higher volume. The increase in Transaction Days was driven by volume increases across most leisure categories and ride sharing due to increased travel demand. The decrease in Total RPD was driven primarily by the significant surge in travel demand and tighter fleet levels during the second quarter of 2022. Airport revenues comprised 69% of total revenues for the segment in the second quarter of 2023 compared to 72% the second quarter of 2022. Americas RAC revenues were impacted by an unfavorable $4 million fx impact.

Depreciation of revenue earning vehicles and lease charges, net for Americas RAC increased $211 million in the second quarter of 2023 compared to 2022 due primarily to lower per unit gains recognized on vehicle dispositions. Average Vehicles increased in the second quarter of 2023 compared to 2022 due to travel demand.

DOE for Americas RAC increased $137 million in the second quarter of 2023 compared to 2022 due primarily to increased fleet-related costs driven by higher damage costs and increased volume.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

SG&A for Americas RAC increased $49 million in the second quarter of 2023 compared to 2022 due primarily to increased IT costs, advertising spend and personnel costs.

Vehicle interest expense for Americas RAC increased $78 million in the second quarter of 2023 compared to 2022 due primarily to higher debt levels and higher average interest rates resulting from the issuance of the HVF III Series 2023 Notes and higher benchmark rates on the HVF III 2021-A Notes.

Six Months Ended June 30, 2023 Compared with Six Months Ended June 30, 2022

Total Americas RAC revenues increased $213 million in the first half of 2023 compared to 2022 due primarily to higher volume. The increase in Transaction Days was driven primarily by volume increases in most leisure and business categories as travel demand increased. The decrease in Total RPD was driven primarily by the significant surge in travel demand during the second quarter of 2022 and tighter fleet levels in 2022. Airport revenues comprised 69% of total revenues for the segment in the first half of 2023 as compared to 72% in the first half of 2022. Americas RAC revenues were impacted by an unfavorable $7 million fx impact.

Depreciation of revenue earning vehicles and lease charges, net for Americas RAC increased $653 million in the first half of 2023 compared to 2022 due primarily to lower per unit gains recognized on vehicle dispositions, higher fleet levels and lower volume of vehicle dispositions in 2023, partially offset by longer vehicle holding periods resulting in lower depreciation rates. Average Vehicles increased due to travel demand.

DOE for Americas RAC increased $273 million in the first half of 2023 compared to 2022 due primarily to increased fleet-related costs driven by higher damage costs and increased volume.

SG&A for Americas RAC increased $68 million in the first half of 2023 compared to the first half of 2022 due primarily to increased personnel and IT costs and advertising spend.

Vehicle interest expense for Americas RAC increased $168 million in the first half of 2023 compared to 2022 due primarily to the realization of $88 million of previously unrealized gains resulting from the unwind of certain interest rate caps in the first quarter of 2023, higher debt levels and higher average interest rates resulting from the issuance of the HVF III Series 2023 Notes and higher benchmark rates on the HVF III 2021-A Notes. This was partially offset by a $98 million realized gain on the unwind of interest rate caps in the first quarter of 2023.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

International RAC

($ in millions, except as noted)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Percent Increase/(Decrease)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	Percent Increase/(Decrease)
Total revenues	$ 422	$ 371	14%	$ 739	$ 623	19%
Depreciation of revenue earning vehicles and lease charges, net	$ 57	$ 45	27	$ 89	$ 79	13
Direct vehicle and operating expenses	$ 211	$ 197	7	$ 393	$ 348	13
Direct vehicle and operating expenses as a percentage of total revenues	50 %	53 %		53 %	56 %	
Non-vehicle depreciation and amortization	$ 3	$ 4	(36)	$ 5	$ 7	(23)
Selling, general and administrative expenses	$ 45	$ 47	(6)	$ 82	$ 89	(7)
Selling, general and administrative expenses as a percentage of total revenues	11 %	13 %		11 %	14 %	
Vehicle interest expense	$ 19	$ 10	88	$ 37	$ 13	NM
Adjusted EBITDA	$ 96	$ 92	4	$ 149	$ 119	25
Transaction Days (in thousands)[(b)]	7,237	6,284	15	13,145	11,326	16
Average Vehicles (in whole units)[(f)]	103,872	91,194	14	97,709	87,392	12
Average Rentable Vehicles (in whole units)[(c)]	101,892	90,648	12	95,834	86,508	11
Vehicle Utilization[(c)]	78 %	76 %		76 %	72 %	
Total RPD (in whole dollars)[(d)]	$ 57.16	$ 57.77	(1)	$ 55.37	$ 52.98	5
Total RPU Per Month (in whole dollars)[(e)]	$ 1,353	$ 1,335	1	$ 1,266	$ 1,156	9
Depreciation Per Unit Per Month (in whole dollars)[(f)]	$ 180	$ 160	13	$ 149	$ 145	3
Percentage of program vehicles as of period end	32 %	31 %		32 %	31 %	

Footnotes to the table above are shown in the "Footnotes to the Results of Operations and Selected Operating Data by Segment Tables" section of this MD&A.

NM - Not meaningful

Three Months Ended June 30, 2023 Compared with Three Months Ended June 30, 2022

Total revenues for International RAC increased $52 million in the second quarter of 2023 compared to 2022 due to higher volume. The increase in Transaction Days was driven by higher volume in most leisure categories, primarily in Europe, due to increased travel demand. Total RPD was relatively flat compared to the second quarter of 2022.

Depreciation of revenue earning vehicles and lease charges, net for International RAC in the second quarter of 2023 increased $12 million compared to 2022 due primarily to higher vehicle acquisition costs and fleet levels, partially offset by a higher volume of vehicle dispositions. Average Vehicles for International RAC increased in the second quarter of 2023 due to increased travel demand.

DOE for International RAC increased $14 million in the second quarter of 2023 compared to 2022 due primarily to higher volume driven by the increased travel demand.

SG&A for International RAC in the second quarter of 2023 was comparable to 2022.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

Vehicle interest expense for International RAC increased $9 million in the second quarter of 2023 compared to 2022 due primarily to higher market interest rates and higher debt levels resulting from the incorporation of the Italian fleet within the European ABS financing structure.

Six Months Ended June 30, 2023 Compared with Six Months Ended June 30, 2022

Total revenues for International RAC increased $116 million in the first half of 2023 compared to 2022 due primarily to higher volume and pricing. Transaction Days increased 16% driven primarily by higher volume in most leisure and business categories due to increased travel demand. Total RPD increased 5% driven primarily by higher pricing across the industry primarily in the first quarter of 2023 resulting from growth in travel demand in most leisure and business categories. Total revenues were impacted by an unfavorable $18 million fx impact.

Depreciation of revenue earning vehicles and lease charges, net for International RAC increased $10 million in the first half of 2023 compared to 2022 due in part to higher vehicle acquisition costs and fleet levels, partially offset by a higher volume of vehicle dispositions. Average Vehicles for International RAC increased in 2023 due to increased travel demand.

DOE for International RAC increased $46 million in the first half of 2023 compared to 2022 due primarily to higher volume driven by increased travel demand and an unfavorable $11 million fx impact.

SG&A for International RAC decreased $6 million in the first half of 2023 compared to 2022 and was impacted by unfavorable $3 million fx impact.

Vehicle interest expense for International RAC increased $24 million in the first half of 2023 compared to 2022 due primarily to higher market interest rates and higher debt levels resulting from the incorporation of the Italian fleet within the European ABS financing structure.

Footnotes to the Results of Operations and Selected Operating Data by Segment Tables

(a) Adjusted Corporate EBITDA is calculated as net income (loss), adjusted for income taxes; non-vehicle depreciation and amortization; non-vehicle debt interest, net; vehicle debt-related charges; restructuring and restructuring related charges; unrealized (gains) losses from financial instruments; gain on sale of non-vehicle capital assets; change in fair value of Public Warrants and certain other miscellaneous items. When evaluating our operating performance, investors should not consider Adjusted Corporate EBITDA in isolation of, or as a substitute for, measures of our financial performance determined in accordance with U.S. GAAP. The reconciliations to the most comparable consolidated U.S. GAAP measure are presented below:

Hertz

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)	2023	2022	2023	2022
Net income (loss)	$ 240	$ 480	$ 554	$ 856
Adjustments:				
Income tax provision (benefit)	18	178	(116)	308
Non-vehicle depreciation and amortization	32	36	67	69
Non-vehicle debt interest, net	56	41	107	80
Vehicle debt-related charges[(1)]	10	9	20	16
Restructuring and restructuring related charges[(2)]	5	15	8	21
Unrealized (gains) losses on financial instruments[(3)]	(2)	(21)	106	(65)
Gain on sale of non-vehicle capital assets[(4)]	—	—	(162)	—
Other items[(5)]	(12)	26	—	93
Adjusted Corporate EBITDA	$ 347	$ 764	$ 584	$ 1,378

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

Hertz Global

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)	2023	2022	2023	2022
Net income (loss)	$ 139	$ 940	$ 335	$ 1,366
Adjustments:				
Income tax provision (benefit)	19	179	(115)	309
Non-vehicle depreciation and amortization	32	36	67	69
Non-vehicle debt interest, net	56	41	107	80
Vehicle debt-related charges(1)	10	9	20	16
Restructuring and restructuring related charges(2)	5	15	8	21
Unrealized (gains) losses on financial instruments(3)	(2)	(21)	106	(65)
Gain on sale of non-vehicle capital assets(4)	—	—	(162)	—
Change in fair value of Public Warrants(6)	100	(461)	218	(511)
Other items(5)	(12)	26	—	93
Adjusted Corporate EBITDA	$ 347	$ 764	$ 584	$ 1,378

(1) Represents vehicle debt-related charges relating to the amortization of deferred financing costs and debt discounts and premiums.

(2) Represents charges incurred under restructuring actions as defined in U.S. GAAP. Also includes restructuring related charges such as incremental costs incurred directly supporting business transformation initiatives.

(3) Represents unrealized (gains) losses on derivative financial instruments. In 2023, also includes the realization of $88 million of previously unrealized gains resulting from the unwind of certain interest rate caps. See Note 10, "Financial Instruments," in Part I, Item 1 of this Quarterly Report.

(4) Represents gain on sale of certain non-vehicle capital assets sold in March 2023. See Note 3, "Divestitures," in Part I, Item 1 of this Quarterly Report.

(5) Represents miscellaneous items. For the three and six months ended June 30, 2023, primarily includes a loss recovery settlement, partially offset by certain IT related charges. For the three and six months ended June 30, 2022, primarily includes bankruptcy claims, certain professional fees and charges related to the settlement of bankruptcy claims and certain non-cash stock-based compensation charges.

(6) Represents the change in fair value during the reporting period for Hertz Global's outstanding Public Warrants.

(b) Transaction Days represents the total number of 24-hour periods, with any partial period counted as one Transaction Day, that vehicles were on rent (the period between when a rental contract is opened and closed) in a given period. Thus, it is possible for a vehicle to attain more than one Transaction Day in a 24-hour period.

(c) Vehicle Utilization is calculated by dividing total Transaction Days by Available Car Days. Available Car Days represents Average Rentable Vehicles multiplied by the number of days in a given period. Average Rentable Vehicles excludes vehicles for sale on our retail lots or actively in the process of being sold through other disposition channels and is determined using a simple average of such vehicles at the beginning and end of a given period.

	Americas RAC		International RAC	
	Three Months Ended June 30,			
	2023	2022	2023	2022
Transaction Days (in thousands)	32,469	29,160	7,237	6,284
Average Rentable Vehicles (in whole units)	431,921	399,588	101,892	90,648
Number of days in period (in whole units)	91	91	91	91
Available Car Days (in thousands)	39,304	36,366	9,271	8,248
Vehicle Utilization	83 %	80 %	78 %	76 %

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

	Americas RAC		International RAC	
	Six Months Ended June 30,			
	2023	2022	2023	2022
Transaction Days (in thousands)	60,348	54,739	13,145	11,326
Average Rentable Vehicles (in whole units)	412,717	386,363	95,834	86,508
Number of days in period (in whole units)	181	181	181	181
Available Car Days (in thousands)	74,725	69,952	17,354	15,664
Vehicle Utilization	81 %	78 %	76 %	72 %

(d) Total RPD is calculated as revenues with all periods adjusted to eliminate the effect of fluctuations in foreign currency exchange rates ("Total Revenues - adjusted for foreign currency"), divided by the total number of Transaction Days. Our management believes eliminating the effect of fluctuations in foreign currency exchange rates is useful in analyzing underlying trends. The calculation of Total RPD is shown below:

	Americas RAC		International RAC	
	Three Months Ended June 30,			
($ in millions, except as noted)	2023	2022	2023	2022
Revenues	$ 2,015	$ 1,973	$ 422	$ 371
Foreign currency adjustment[(1)]	(1)	(4)	(8)	(8)
Total Revenues - adjusted for foreign currency	$ 2,014	$ 1,969	$ 414	$ 363
Transaction Days (in thousands)	32,469	29,160	7,237	6,284
Total RPD (in whole dollars)	$ 62.03	$ 67.52	$ 57.16	$ 57.77

	Americas RAC		International RAC	
	Six Months Ended June 30,			
($ in millions, except as noted)	2023	2022	2023	2022
Revenues	$ 3,745	$ 3,531	$ 739	$ 623
Foreign currency adjustment[(1)]	(2)	(7)	(11)	(23)
Total Revenues - adjusted for foreign currency	$ 3,743	$ 3,524	$ 728	$ 600
Transaction Days (in thousands)	60,348	54,739	13,145	11,326
Total RPD (in whole dollars)	$ 62.03	$ 64.39	$ 55.37	$ 52.98

(1) Based on December 31, 2022 foreign currency exchange rates for all periods presented.

(e) Total RPU Per Month is calculated as Total Revenues - adjusted for foreign currency divided by the Average Rentable Vehicles in each period and then divided by the number of months in the period reported.

	Americas RAC		International RAC	
	Three Months Ended June 30,			
($ in millions, except as noted)	2023	2022	2023	2022
Total Revenues - adjusted for foreign currency	$ 2,014	$ 1,969	$ 414	$ 363
Average Rentable Vehicles (in whole units)	431,921	399,588	101,892	90,648
Total revenue per unit (in whole dollars)	$ 4,663	$ 4,928	$ 4,060	$ 4,005
Number of months in period (in whole units)	3	3	3	3
Total RPU Per Month (in whole dollars)	$ 1,554	$ 1,643	$ 1,353	$ 1,335

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

	Americas RAC		International RAC	
	Six Months Ended June 30,			
($ in millions, except as noted)	**2023**	**2022**	**2023**	**2022**
Total Rental Revenues	$ 3,743	$ 3,524	$ 728	$ 600
Average Rentable Vehicles (in whole units)	412,717	386,363	95,834	86,508
Total revenue per unit (in whole dollars)	$ 9,070	$ 9,122	$ 7,595	$ 6,936
Number of months in period (in whole units)	6	6	6	6
Total RPU Per Month (in whole dollars)	$ 1,512	$ 1,520	$ 1,266	$ 1,156

(f) Depreciation Per Unit Per Month represents the amount of average depreciation expense and lease charges, per vehicle per month and is calculated as depreciation of revenue earning vehicles and lease charges, net, with all periods adjusted to eliminate the effect of fluctuations in foreign currency exchange rates, divided by the Average Vehicles in each period, which is determined using a simple average of the number of vehicles at the beginning and end of a period, and then dividing by the number of months in the period reported. Our management believes eliminating the effect of fluctuations in foreign currency exchange rates is useful in analyzing underlying trends. The calculation of Depreciation Per Unit Per Month is shown below:

	Americas RAC		International RAC	
	Three Months Ended June 30,			
($ in millions, except as noted)	**2023**	**2022**	**2023**	**2022**
Depreciation of revenue earning vehicles and lease charges, net	$ 272	$ 61	$ 57	$ 45
Foreign currency adjustment(1)	—	1	(1)	(1)
Adjusted depreciation of revenue earning vehicles and lease charges	$ 272	$ 62	$ 56	$ 44
Average Vehicles (in whole units)	457,405	422,113	103,872	91,194
Adjusted depreciation of revenue earning vehicles and lease charges divided by Average Vehicles (in whole dollars)	$ 595	$ 146	$ 539	$ 479
Number of months in period (in whole units)	3	3	3	3
Depreciation Per Unit Per Month (in whole dollars)	$ 198	$ 49	$ 180	$ 160

	Americas RAC		International RAC	
	Six Months Ended June 30,			
($ in millions, except as noted)	**2023**	**2022**	**2023**	**2022**
Depreciation of revenue earning vehicles and lease charges, net	$ 621	$ (32)	$ 89	$ 79
Foreign currency adjustment(1)	1	—	(2)	(3)
Adjusted depreciation of revenue earning vehicles and lease charges	$ 622	$ (32)	$ 87	$ 76
Average Vehicles (in whole units)	435,194	409,867	97,709	87,392
Adjusted depreciation of revenue earning vehicles and lease charges divided by Average Vehicles (in whole dollars)	$ 1,429	$ (77)	$ 895	$ 869
Number of months in period (in whole units)	6	6	6	6
Depreciation Per Unit Per Month (in whole dollars)	$ 238	$ (13)	$ 149	$ 145

(1) Based on December 31, 2022 foreign currency exchange rates for all periods presented.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

LIQUIDITY AND CAPITAL RESOURCES

Our U.S. and international operations are funded by cash provided by operating activities and by extensive financing arrangements maintained by us in the U.S. and internationally.

Cash and Cash Equivalents

As of June 30, 2023, we had $681 million of cash and cash equivalents and $484 million of restricted cash and cash equivalents. As of June 30, 2023, $267 million of cash and cash equivalents and $62 million of restricted cash and cash equivalents were held by our subsidiaries outside of the U.S. We do not assert permanent reinvestment with respect to our non-U.S. earnings, and if not in the form of loan repayments or subject to favorable tax treaties, repatriation of some of these funds under current regulatory and tax law for use in domestic operations could expose us to additional cash taxes.

We believe that cash and cash equivalents generated by our operations and cash received on the disposal of vehicles, together with amounts available under various liquidity facilities and refinancing options available to us in the capital markets, will be sufficient to fund our operating activities and obligations for the next twelve months.

Cash Flows - Hertz

As of June 30, 2023 and December 31, 2022, Hertz had cash and cash equivalents of $681 million and $943 million, respectively, and restricted cash and cash equivalents of $484 million and $475 million, respectively. The following table summarizes the net change in cash and cash equivalents and restricted cash and cash equivalents for the periods shown:

(In millions)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	$ Change
Cash provided by (used in):			
Operating activities	$ 1,057	$ 1,330	$ (273)
Investing activities	(3,725)	(3,251)	(474)
Financing activities	2,402	859	1,543
Effect of exchange rate changes	13	(25)	38
Net change in cash and cash equivalents and restricted cash and cash equivalents	$ (253)	$ (1,087)	$ 834

During the first half of 2023, cash flows from operating activities decreased $273 million period over period due primarily to a $309 million change in working capital accounts, partially offset by a $36 million change in net income, as adjusted for non-cash and non-operating items. Cash flows from working capital accounts decreased due primarily to higher value added tax receivables in 2023 associated with fleet acquisitions and a decrease in accrued liabilities due in part to bankruptcy claims in 2022 and incentive payments in 2023.

Our primary investing activities relate to the acquisition and disposal of revenue earning vehicles. During the first half of 2023, there was a $474 million increase in the cash used in investing activities period over period due primarily to an $575 million increase in revenue earning vehicle expenditures, net primarily resulting from increased vehicle acquisition costs in our International RAC segment and lower per unit gains recognized on vehicle dispositions in the 2023 period in our Americas RAC segment, partially offset by $168 million of net proceeds received in 2023 from the sale of certain non-vehicle capital assets as disclosed in Note 3, "Divestitures," in Part I, Item 1 of this Quarterly Report.

Net financing cash inflows were $2.4 billion in the first half of 2023 compared to $859 million in the 2022 period. The $1.5 billion increase in cash inflows is due in part to a $1.4 billion reduction in dividends paid to Hertz Holdings in 2023 primarily used for share repurchases and a $501 million increase in net proceeds from non-vehicle debt

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

resulting primarily from a draw on the First Lien RCF in the second quarter of 2023, partially offset by a decrease of $406 million in net proceeds from vehicle debt resulting from less issuances in 2023 versus 2022.

Cash Flows - Hertz Global

As of June 30, 2023 and December 31, 2022, Hertz Global had cash and cash equivalents of $682 million and $943 million, respectively, and restricted cash and cash equivalents of $484 million and $475 million, respectively. The following table summarizes the net change in cash and cash equivalents and restricted cash and cash equivalents for the periods shown:

(In millions)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	$ Change
Cash provided by (used in):			
Operating activities	$ 1,059	$ 1,329	$ (270)
Investing activities	(3,725)	(3,251)	(474)
Financing activities	2,401	859	1,542
Effect of exchange rate changes	13	(25)	38
Net change in cash and cash equivalents and restricted cash and cash equivalents	$ (252)	$ (1,088)	$ 836

Fluctuations in operating, investing and financing cash flows from period to period were due to the same factors as those disclosed for Hertz above, with the exception of cash inflows or outflows related to the repurchase of our common stock and the exercise of Public Warrants as disclosed in Note 8, "Public Warrants, Equity and Earnings (Loss) Per Common Share – Hertz Global," in Part I, Item 1 of this Quarterly Report.

Share Repurchase Programs for Common Stock

In November 2021, Hertz Global's independent Audit Committee recommended, and its Board of Directors approved, the 2021 Share Repurchase Program that authorized the repurchase of up to $2.0 billion worth of shares of Hertz Global's outstanding common stock. During the second quarter of 2022, the 2021 Share Repurchase Program was completed. A total of 97,783,047 shares of Hertz Global common stock were repurchased since the inception of the 2021 Share Repurchase Program for an aggregate purchase price of $2.0 billion.

In June 2022, Hertz Global's independent Audit Committee recommended, and its Board of Directors approved, the 2022 Share Repurchase Program that authorized additional repurchases of up to an incremental $2.0 billion worth of shares of Hertz Global's outstanding common stock. During the three and six months ended June 30, 2023, a total of 6,266,607 and 12,002,255 shares of Hertz Global's common stock were repurchased under the 2022 Share Repurchase Program at an average share price of $15.96 and $16.67 for an aggregate purchase price of $100 million and $200 million, excluding applicable excise tax, respectively. As of June 30, 2023, a total of 59,305,264 shares of Hertz Global's common stock have been repurchased since the inception of the 2022 Share Repurchase Program for an aggregate purchase price of $1.0 billion, excluding applicable excise tax.

Common shares repurchased are included in treasury stock in the accompanying Hertz Global unaudited condensed consolidated balance sheet as of June 30, 2023 and December 31, 2022 in Part I, Item I of this Quarterly Report.

Between July 1, 2023 and July 20, 2023, a total of 553,310 shares of Hertz Global's common stock were repurchased at an average share price of $18.68 for an aggregate purchase price of $10 million, excluding applicable excise tax.

Hertz Global funded the share repurchases with available cash and dividend distributions from Hertz.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

Debt Financing

Non-vehicle Debt

In March 2023, Hertz increased the aggregate committed amount of the First Lien RCF from $1.9 billion to $2.0 billion.

In May 2023, Hertz amended the First Lien Credit Agreement to change the benchmark interest rate on the Term B Loan and the Term C Loan from USD LIBOR to SOFR in connection with the cessation of USD LIBOR.

Vehicle Debt

Americas RAC

HVF III U.S. ABS Program

The following HVF III Series 2023 Fixed Rate Rental Car Asset Backed Notes were issued in March 2023:

- HVF III Series 2023-1 Notes in an aggregate principal amount of $500 million. At the time of issuance, Hertz, an affiliate of HVF III, purchased the Class D Notes in an aggregate principal amount of $40 million, and accordingly, the related principal amount is eliminated in consolidation.
- HVF III Series 2023-2 Notes in an aggregate principal amount of $300 million.

There is subordination within each of the preceding series based on class. Proceeds from the issuance of the HVF III Series 2023-1 Notes and HVF III Series 2023-2 Notes were used to repay amounts outstanding on the Series 2021-A Notes and for the purchase or refinancing of electric vehicles.

The HVF III Series 2021-A Notes were amended in June 2023 to increase the maximum principal amount that may be outstanding from $3.9 billion to $4.1 billion. Additionally, the maturity dates of the Series 2021-A Class A Notes and Class B Notes were extended to June 2025 and August 2025, respectively.

Repurchase Facilities

As of June 30, 2023, transactions totaling $115 million were outstanding under the Repurchase Facilities.

Hertz Canadian Securitization

The Hertz Canadian Securitization was amended in June 2023 to provide for aggregate maximum borrowings of CAD$475 million and extended the maturity date to June 2025. Additionally, the Hertz Canadian Securitization was amended to provide for aggregate maximum borrowings of CAD$575 million for a seasonal commitment period through November 2023. Following the expiration of the seasonal commitment period, aggregate maximum borrowings will revert to CAD$475 million.

International RAC

New Zealand RCF

The New Zealand RCF was amended in March 2023 to extend its seasonal commitment period and provide for aggregate maximum borrowings of NZD$80 million with step downs in committed capacity through May 2023. Following the expiration of the seasonal commitment period, aggregate maximum borrowings reverted to NZD$60 million.

Australian Securitization

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

The Australian Securitization was amended in June 2023 to provide for aggregate maximum borrowings of AUD$340 million and the maturity date extended to June 2025.

U.K. Financing Facility

The U.K. Financing Facility was amended in June 2023 to provide for aggregate maximum borrowings of £135 million and the maturity date extended to November 2024. Additionally, the U.K. Financing Facility was amended to provide for aggregate maximum borrowings of £155 million for a seasonal commitment period through October 2023. Following the expiration of the seasonal commitment period, aggregate maximum borrowings will revert to £135 million.

Substantially all of our revenue earning vehicles and certain related assets are owned by special purpose entities or are encumbered in favor of the lenders under the various credit facilities, other secured financings and asset-backed securities programs. None of the value of such assets (including the assets owned by Hertz Vehicle Financing III LLC and various international subsidiaries that facilitate our international securitizations) will be available to satisfy the claims of unsecured creditors unless the secured creditors are paid in full.

Refer to Note 5, "Debt," in Part I, Item 1 of this Quarterly Report for information on our outstanding debt obligations and our borrowing capacity and availability under our revolving credit facilities as of June 30, 2023. Cash paid for interest on vehicle debt during the first half of 2023 and 2022 was $207 million and $92 million, respectively. The $115 million increase in cash paid for vehicle debt interest is due primarily to higher debt levels and higher interest rates. Cash paid for interest on non-vehicle debt during the first half of 2023 and 2022 was $117 million and $74 million, respectively. The $43 million increase in cash paid for non-vehicle debt interest is due primarily to higher benchmark rates, partially offset by interest income due to higher market rates.

Our available corporate liquidity, which excludes unused commitments under our vehicle debt, was as follows:

(In millions)	June 30, 2023	December 31, 2022
Cash and cash equivalents	$ 681	$ 943
Availability under the First Lien RCF	745	1,514
Corporate liquidity	$ 1,426	$ 2,457

Letters of Credit

As of June 30, 2023, there were outstanding standby letters of credit totaling $1.0 billion comprised primarily of $245 million issued under the Term C Loan and $755 million issued under the First Lien RCF. As of June 30, 2023, no capacity remains to issue letters of credit under the Term C Loan. Such letters of credit have been issued primarily to provide credit enhancement for our asset-backed securitization facilities and to support our insurance programs, as well as to support our vehicle rental concessions and leaseholds. As of June 30, 2023, none of the issued letters of credit were drawn.

Covenants

The First Lien Credit Agreement requires us to comply with the following financial covenant: a First Lien Ratio of less than or equal to 3.00 to 1.00 in the first and last quarters of the calendar year and 3.50 to 1.00 in the second and third quarters of the calendar year. As of June 30, 2023, we were in compliance with the First Lien Ratio.

In addition to the financial covenant, the First Lien Credit Agreement contains customary affirmative covenants including, among other things, the delivery of quarterly and annual financial statements and compliance certificates, and covenants related to conduct of business, maintenance of property and insurance, compliance with environmental laws and the granting of security interests for the benefit of the secured parties under that agreement on after-acquired real property, fixtures and future subsidiaries. The First Lien Credit Agreement also contains

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

customary negative covenants, including, among other things, the incurrence of liens, indebtedness, asset dispositions and restricted payments. As of June 30, 2023, we were in compliance with all covenants in the First Lien Credit Agreement.

Capital Expenditures

Revenue Earning Vehicles Expenditures and Disposals

The table below sets forth our revenue earning vehicles expenditures and related disposal proceeds for the periods shown:

Cash inflow (cash outflow)	Revenue Earning Vehicles		
(In millions)	Capital Expenditures	Disposal Proceeds	Net Capital Expenditures
2023			
First Quarter	$ (2,824)	$ 1,206	$ (1,618)
Second Quarter	(3,719)	1,560	(2,159)
Total	$ (6,543)	$ 2,766	$ (3,777)
2022			
First Quarter	$ (2,985)	$ 1,471	$ (1,514)
Second Quarter	(3,104)	1,416	(1,688)
Total	$ (6,089)	$ 2,887	$ (3,202)

The table below sets forth expenditures for revenue earning vehicles, net of disposal proceeds:

Cash inflow (cash outflow)	Six Months Ended June 30,			
($ in millions)	2023	2022	$ Change	% Change
Americas RAC	$ (3,109)	$ (2,787)	$ (322)	12
International RAC	(668)	(415)	(253)	61
Total	$ (3,777)	$ (3,202)	$ (575)	18

Revenue earning vehicle expenditures increased approximately $454 million, or 7%, in the first half of 2023 compared to the 2022 period, primarily in our International RAC segment, resulting from increased vehicle acquisition costs. Revenue earning vehicle disposal proceeds decreased $121 million for the first half of 2023 compared to the 2022 period resulting primarily from lower per unit gains recognized on vehicle dispositions in our Americas RAC segment.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

Non-Vehicle Capital Asset Expenditures and Disposals

The table below sets forth our non-vehicle capital asset expenditures and related disposal proceeds from non-vehicle capital assets disposed of or to be disposed of for the periods shown:

Cash inflow (cash outflow)	Non-Vehicle Capital Assets		
(In millions)	Capital Expenditures	Disposal Proceeds	Net Capital Expenditures
2023			
First Quarter	$ (45)	$ 175	$ 130
Second Quarter	(78)	1	(77)
Total	$ (123)	$ 176	$ 53
2022			
First Quarter	$ (30)	$ 1	$ (29)
Second Quarter	(29)	5	(24)
Total	$ (59)	$ 6	$ (53)

The table below sets forth non-vehicle capital asset expenditures, net of disposal proceeds:

Cash inflow (cash outflow)	Six Months Ended June 30,			
($ in millions)	2023	2022	$ Change	% Change
Americas RAC	$ 108	$ (45)	$ 153	NM
International RAC	(9)	(5)	(4)	80
Corporate	(46)	(3)	(43)	NM
Total	$ 53	$ (53)	$ 106	NM

NM - Not meaningful

In the first half of 2023, proceeds for non-vehicle capital assets increased by $170 million compared to 2022, primarily in our Americas RAC segment, resulting primarily from the sale of certain non-vehicle capital assets as disclosed in Note 3, "Divestitures," in Part I, Item 1 of this Quarterly Report. In the first half of 2023, expenditures for non-vehicle capital assets increased by $64 million compared to the 2022 period, primarily in our corporate operations, driven in part by increased IT-related and electric vehicle charging infrastructure spend.

CONTRACTUAL OBLIGATIONS

As of June 30, 2023, there have been no material changes outside of the ordinary course of business with respect to our material cash requirements for our known contractual and other obligations as set forth in the table included in Part II, Item 7 of our 2022 Form 10-K. Changes to our aggregate indebtedness, including related interest and terms of new issuances, are disclosed in Note 5, "Debt," in Part I, Item 1 of this Quarterly Report.

OFF-BALANCE SHEET COMMITMENTS AND ARRANGEMENTS

Indemnification Obligations

There have been no significant changes to our indemnification obligations as compared to those disclosed in Note 15, "Contingencies and Off-Balance Sheet Commitments," in Part II, Item 8 of our 2022 Form 10-K.

We regularly evaluate the probability of having to incur costs associated with these indemnification obligations and have accrued for expected losses that are probable and estimable.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

There have been no significant changes due to recently issued accounting pronouncements as compared to those disclosed in Note 2, "Significant Accounting Policies," in Part II, Item 8 of our 2022 Form 10-K.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained or incorporated by reference in this Quarterly Report include "forward-looking statements." Forward-looking statements are identified by words such as "believe," "expect," "project," "potential," "anticipate," "intend," "plan," "estimate," "seek," "will," "may," "would," "should," "could," "forecasts," "guidance" or similar expressions, and include information concerning our liquidity, our results of operations, our business strategies and other information about our business. 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. We believe these judgments are reasonable, but you should understand that these statements are not guarantees of future 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.

Important factors that could affect our actual results and cause them to differ materially from those expressed in forward-looking statements include, among other things, those that may be disclosed from time to time in subsequent reports filed with or furnished to the SEC, those described under Item 1A, "Risk Factors," included in our 2022 Form 10-K and this Quarterly Report and the following, which were derived in part from the risks set forth in Item 1A, "Risk Factors," of our 2022 Form 10-K and this Quarterly Report:

- *our ability to purchase adequate supplies of competitively priced vehicles at a reasonable cost in order to efficiently service rental demand, including as a result of disruptions in the global supply chain;*
- *our ability to attract and retain effective frontline employees, senior management and other key employees;*
- *levels of travel demand, particularly business and leisure travel in the U.S. and in global markets;*
- *significant changes in the competitive environment and the effect of competition in our markets on rental volume and pricing;*
- *occurrences that disrupt rental activity during our peak periods particularly in critical geographies;*
- *our ability to accurately estimate future levels of rental activity and adjust the number and mix of vehicles used in our rental operations accordingly;*
- *our ability to implement our business strategy or strategic transactions, including our ability to implement plans to support a large-scale electric vehicle fleet, execute our rideshare strategy and to play a central role in the modern mobility ecosystem;*
- *our ability to adequately respond to changes in technology impacting the mobility industry;*
- *the mix of vehicles in our fleet, including but not limited to program and non-program vehicles, which can lead to increased exposure to residual risk upon disposition;*
- *increases in vehicle holding periods, which may result in additional maintenance costs and lower customer satisfaction;*
- *financial instability of the manufacturers of our vehicles, which could impact their ability to fulfill obligations under repurchase or guaranteed depreciation programs;*
- *increases in the level of recall activity by the manufacturers of our vehicles, which may increase our costs and can disrupt our rental activity;*
- *our access to third-party distribution channels and related prices, commission structures and transaction volumes associated with those channels;*
- *our ability to offer an excellent customer experience, retain and increase customer loyalty and increase market share;*

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

- *our ability to maintain our network of leases and vehicle rental concessions at airports and other key locations in the U.S. and internationally;*
- *our ability to maintain favorable brand recognition and a coordinated branding and portfolio strategy;*
- *our ability to effectively manage our union relations and labor agreement negotiations;*
- *our ability, and that of our key third-party partners, to prevent the misuse or theft of information we possess, including as a result of cyber security breaches and other security threats, as well as to comply with privacy regulations across the globe;*
- *a major disruption in our communication or centralized information networks or a failure to maintain, upgrade and consolidate our information technology systems;*
- *risks associated with operating in many different countries, including the risk of a violation or alleged violation of applicable anti-corruption or anti-bribery laws and our ability to repatriate cash from non-U.S. affiliates without adverse tax consequences;*
- *risks relating to tax laws, including those that affect our ability to offset future tax on fleet dispositions, as well as any adverse determinations or rulings by tax authorities;*
- *our ability to utilize our net operating loss carryforwards;*
- *our exposure to uninsured liabilities relating to personal injury, death and property damage, or otherwise;*
- *changes in laws, regulations, policies or other activities of governments, agencies and similar organizations, including those related to accounting principles, that affect our operations, our costs or applicable tax rates;*
- *the recoverability of our goodwill and indefinite-lived intangible assets when performing impairment analysis;*
- *costs and risks associated with potential litigation and investigations, compliance with and changes in laws and regulations and potential exposures under environmental laws and regulations;*
- *our ability to comply with ESG regulations, meet increasing ESG expectations of stakeholders, and otherwise achieve ESG goals;*
- *the availability of additional or continued sources of financing at acceptable rates for our revenue earning vehicles and to refinance our existing indebtedness;*
- *volatility in our stock price and certain provisions of our charter documents which could negatively affect the market price of our common stock;*
- *our ability to effectively maintain effective internal controls over financial reporting; and*
- *our ability to implement an effective business continuity plan to protect the business in exigent circumstances.*

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 of this Quarterly Report and, except as required by law, 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 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to a variety of market risks, including the effects of changes in interest rates (including credit spreads), foreign currency exchange rates and fluctuations in fuel prices. We manage our exposure to these market risks through our regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. Derivative financial instruments are viewed as risk management tools and have not been used for speculative or trading purposes. In addition, derivative 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.

There have been no material changes to the information reported under Part II, Item 7A of our 2022 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

HERTZ GLOBAL

Evaluation of Disclosure Controls and Procedures

Our senior management has evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined under Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Quarterly Report. Based upon that evaluation, our Chief Executive Officer and Interim Chief Financial Officer have concluded that as of June 30, 2023, our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the three months ended June 30, 2023 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

HERTZ

Evaluation of Disclosure Controls and Procedures

Our senior management has evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined under Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Quarterly Report. Based upon that evaluation, our Chief Executive Officer and Interim Chief Financial Officer have concluded that as of June 30, 2023, our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the three months ended June 30, 2023 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For a description of certain pending legal proceedings see Note 12, "Contingencies and Off-Balance Sheet Commitments," in Part I, Item 1 of this Quarterly Report.

ITEM 1A. RISK FACTORS

Part I, Item 1A of our 2022 Form 10-K for the year ended December 31, 2022 includes certain risk factors that could materially affect our business, financial condition or future results. There have been no material changes to those risk factors.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table provides a breakdown of our equity security repurchases during the second quarter of 2023.

	(a) Total number of shares purchased	(b) Average price paid per share	(c) Total number of shares purchased as part of the publicly announced plan or program	(d) Maximum number (or approximate dollar value) of shares that may yet be purchased under the publicly announced plan or program (In thousands)
Common Stock				
April 1 – April 30, 2023	3,940,251	$ 15.58	3,940,251	$ 1,003,983
May 1 – May 31, 2023	1,330,688	$ 16.00	1,330,688	$ 982,686
June 1 – June 30, 2023	995,668	$ 17.41	995,668	$ 965,354
Total	6,266,607	$ 15.96	6,266,607	$ 965,354

In November 2021, Hertz Global's independent Audit Committee recommended, and its Board of Directors approved, the 2021 Share Repurchase Program that authorized the repurchase of up to $2.0 billion worth of shares of Hertz Global's outstanding common stock. During the second quarter of 2022, the 2021 Share Repurchase Program was completed. A total of 97,783,047 shares of Hertz Global common stock were repurchased since the inception of the 2021 Share Repurchase Program for an aggregate purchase price of $2.0 billion.

In June 2022, Hertz Global's independent Audit Committee recommended, and its Board of Directors approved, the 2022 Share Repurchase Program that authorized additional repurchases of up to an incremental $2.0 billion worth of shares of Hertz Global's outstanding common stock. During the three and six months ended June 30, 2023, a total of 6,266,607 and 12,002,255 shares of Hertz Global's common stock were repurchased under the 2022 Share Repurchase Program at an average share price of $15.96 and $16.67 for an aggregate purchase price of $100 million and $200 million, excluding applicable excise tax, respectively. As of June 30, 2023, a total of 59,305,264 shares of Hertz Global's common stock have been repurchased since the inception of the 2022 Share Repurchase Program for an aggregate purchase price of $1.0 billion, excluding applicable excise tax.

Repurchases under the 2022 Share Repurchase Program may be made from time to time in the open market, pursuant to pre-set trading plans meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, in private transactions or otherwise. The authorization does not have a stated expiration date. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including the Company's financial position, earnings, share price, market conditions and other factors. The repurchase program does not obligate Hertz Global to acquire any particular amount of common stock and may be discontinued at any time. There can be no assurance as to the timing or number of any share repurchases.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

(a) Exhibits:
The attached list of exhibits in the "Exhibit Index" immediately preceding the signature page to this Quarterly Report is filed as part of this Quarterly Report and is incorporated herein by reference in response to this item.

EXHIBIT INDEX

Exhibit Number		Description
10.1	Hertz Holdings Hertz	Amendment No. 6 dated May 3, 2023 to Credit Agreement dated June 30, 2021, by and among The Hertz Corporation and the subsidiary borrowers party thereto as borrowers, the several lenders and issuing lenders from time to time parties thereto, and Barclays Bank PLC, as administrative agent and collateral agent.*
10.2	Hertz Holdings Hertz	Second Amended and Restated Series 2021-A Supplement, dated as of June 28, 2023, among Hertz Vehicle Financing III LLC, as issuer, The Hertz Corporation, as administrator, Deutsche Bank AG, New York Branch, as program agent, the several committed note purchasers party thereto, the several conduit investors party thereto, the several funding agents for the investor groups party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 10.1 to the Current Report of Hertz Global Holdings, Inc. (File No. 001-37665) and The Hertz Corporation (File No. 001-07541) as filed June 28, 2023).
31.1	Hertz Holdings	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).*
31.2	Hertz Holdings	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).*
31.3	Hertz	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).*
31.4	Hertz	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).*
32.1	Hertz Holdings	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.**
32.2	Hertz Holdings	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.**
32.3	Hertz	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.**
32.4	Hertz	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.**
101.INS	Hertz Holdings Hertz	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Hertz Holdings Hertz	Inline XBRL Taxonomy Extension Schema Document*
101.CAL	Hertz Holdings Hertz	Inline XBRL Taxonomy Extension Calculation Linkbase Document*
101.DEF	Hertz Holdings Hertz	Inline XBRL Taxonomy Extension Definition Linkbase Document*
101.LAB	Hertz Holdings Hertz	Inline XBRL Taxonomy Extension Label Linkbase Document*
101.PRE	Hertz Holdings Hertz	Inline XBRL Taxonomy Extension Presentation Linkbase Document*
104	Hertz Holdings Hertz	Cover Page Interactive Data File (Embedded within the Inline XBRL document)

* Filed herewith

** Furnished herewith

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned thereunto duly authorized.

Date: July 27, 2023	HERTZ GLOBAL HOLDINGS, INC. THE HERTZ CORPORATION (Registrants)
	By: /s/ ALEXANDRA BROOKS
	Alexandra Brooks *Executive Vice President and Chief Financial Officer (Principal Financial Officer and Authorized Signatory)*

Exhibit 10.1

EXECUTION VERSION

AMENDMENT NO. 6 TO CREDIT AGREEMENT

This Amendment No. 6 to Credit Agreement, dated as of May 3, 2023 (this "Amendment") to that certain Credit Agreement, dated as of June 30, 2021 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of August 3, 2021, by that certain Amendment No. 2 to Credit Agreement, dated as of November 23, 2021, that certain Amendment No. 3 to Credit Agreement, dated as of March 31, 2022, that certain Amendment No. 4 to Credit Agreement, dated as of May 13, 2022, and that certain Amendment No. 5 to Credit Agreement, dated as of June 23, 2022, and as otherwise amended, restated, amended and restated or otherwise modified or supplemented from time to time, including on the Sixth Amendment Effective Date (as defined below), the "Credit Agreement"; capitalized terms used but not defined herein having the meanings set forth therein), among The Hertz Corporation, a Delaware corporation (the "Parent Borrower"), the Subsidiary Borrowers party thereto (together with the Parent Borrower, the "Borrowers"), the several Lenders and Issuing Lenders from time to time party thereto and Barclays Bank PLC, as Administrative Agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Borrowers, Holdings and the Administrative Agent are party to the Credit Agreement;

WHEREAS, the Term Loans under the Credit Agreement incur or are permitted to incur interest, fees or other amounts based on the Eurocurrency Rate under and in accordance with the terms of the Credit Agreement;

WHEREAS, it is understood and agreed that all Available Tenors of USD LIBOR have been announced by the FCA pursuant to public statement or publication information to be no longer representative as of June 30, 2023 (such date, the "LIBOR Cessation Date");

WHEREAS, pursuant to Section 4.7(b)(i) of the Credit Agreement (as in effect immediately prior to the Sixth Amendment Effective Date), the Administrative Agent and the Parent Borrower have determined in accordance with the Credit Agreement that USD LIBOR with respect to Term Loans should be replaced with Term SOFR for all purposes under the Credit Agreement and under any Loan Document and such changes shall become effective on the Sixth Amendment Effective Date without further action or consent of any other party to the Credit Agreement or any other Loan Document.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO THE CREDIT AGREEMENT

Subject to the satisfaction (or waiver) of the conditions set forth in Section 2 below, effective as of the Sixth Amendment Effective Date, the Credit Agreement is hereby amended to delete the stricken text (in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the changed pages of the Credit Agreement attached as Exhibit A hereto.

SECTION 2. CONDITIONS PRECEDENT

This Amendment shall be effective (the "Sixth Amendment Effective Date") on the date that the following conditions precedent having been satisfied or duly waived:

2.1 **<u>Executed Agreement</u>**. The Administrative Agent shall have received this Amendment, duly executed by each Borrower and the Administrative Agent.

2.2 **<u>LIBOR Cessation Date</u>**. The LIBOR Cessation Date shall have occurred.

SECTION 3. [RESERVED]

SECTION 4. MISCELLANEOUS

4.a **<u>Reference to and Effect on the Loan Documents</u>**.

(i)As of the Sixth Amendment Effective Date, each reference in the Credit Agreement to "*this Agreement*," "*hereunder*," "*hereof*," "*herein*," or words of like import, and each reference in the other Loan Documents to the Credit Agreement (including, without limitation, by means of words like "*thereunder*", "*thereof*", "*therein*" and words of like import), shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(ii)Except as expressly amended or waived, as applicable, hereby, all of the terms and provisions of the Credit Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(iii)The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent, any Lender or any Issuing Lender under the Credit Agreement or any Loan Document, or constitute a waiver or amendment of any other provision of the Credit Agreement or any Loan Document (as amended hereby) except as and to the extent expressly set forth herein.

4.b **<u>Costs and Expenses</u>**. The Borrowers agree to reimburse the Administrative Agent for its costs and expenses in connection with this Amendment (and the other Loan Documents delivered in connection herewith) as provided in Section 11.5 of the Credit Agreement.

4.c **<u>Counterparts</u>**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution", "execute", "signed", "signature", and words of like import in or related to this Amendment or any document to be signed in connection with this Amendment shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by us, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4.d **<u>Governing Law</u>**. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND

WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

4.e **Loan Document and Integration**. This Amendment shall constitute a Loan Document, and together with the other Loan Documents represents the entire agreement of each of the Loan Parties party hereto and the Administrative Agent with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the Loan Parties party hereto or the Administrative Agent relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

4.f **Headings**. Section headings contained in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

4.g **No Novation.** Each of the parties hereto acknowledges and agrees that the terms of this Amendment do not constitute a novation but, rather, an amendment of the terms of a pre-existing Indebtedness and related agreement, as evidenced by the Credit Agreement.

4.h **Waiver of Jury Trial**. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers and members thereunto duly authorized, as of the date indicated above.

THE HERTZ CORPORATION,
as the Parent Borrower

By: /s/ Mark E. Johnson
Name: Mark E. Johnson
Title: Senior Vice President and Interim Treasurer

BARCLAYS BANK PLC, as Administrative Agent

By: /s/ Charlene Saldanha
Name: Charlene Saldanha
Title: Vice President

[Signature Page to Hertz Amendment No. 6]

Exhibit A

(See attached.)

EXHIBIT A - AMENDMENT TO CREDIT AGREEMENT

CREDIT AGREEMENT

among

THE HERTZ CORPORATION,

THE SUBSIDIARY BORROWERS PARTY HERETO,
as Borrowers,

THE SEVERAL LENDERS AND ISSUING LENDERS FROM TIME TO TIME PARTIES HERETO

and

BARCLAYS BANK PLC,
as Administrative Agent and Collateral Agent

Dated as of June 30, 2021

BARCLAYS BANK PLC, DEUTSCHE BANK SECURITIES INC., BNP PARIBAS SECURITIES CORP., RBC CAPITAL MARKETS[1], CITIZENS BANK, N.A., BMO CAPITAL MARKETS CORP., MIZUHO BANK, LTD., JPMORGAN CHASE BANK, N.A., CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK AND NATIXIS, NEW YORK BRANCH,
as Joint Lead Arrangers and Joint Bookrunners,

and

BOFA SECURITIES, INC.,
as Senior Co-Manager

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[1] RBC Capital Markets is a brand name for the capital markets activities of Royal Bank of Canada and its affiliates.

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CREDIT AGREEMENT, dated as of June 30, 2021 among THE HERTZ CORPORATION, a Delaware corporation (together with its successors and assigns, the "Parent Borrower"), the Subsidiary Borrowers (as hereinafter defined) from time to time party hereto (together with the Parent Borrower, the "Borrowers" and each individually, a "Borrower"), the several banks and other financial institutions from time to time parties to this Agreement as Lenders and Issuing Lenders (as each such term is further defined in Section 1.1) and Barclays Bank PLC ("Barclays"), as administrative agent and collateral agent for the Lenders hereunder (in such capacities, respectively, and as further defined in Section 1.1, the "Administrative Agent" and the "Collateral Agent"). Capitalized terms are used herein as defined in Section 1.1.

RECITALS

WHEREAS, on May 22, 2020, Hertz Global Holdings, Inc. ("HGH"), the Parent Borrower and certain of the Parent Borrower's domestic subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), jointly administered under Case No. 20-11218 (MFW) (the "Case") and have continued in the possession and operation of their assets and in the management of their businesses pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Parent Borrower and certain of the other Debtors are party to that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of October 30, 2020, by and among the Parent Borrower, Barclays, as administrative agent, and the lending institutions from time to time parties thereto (as amended, restated or otherwise modified prior to the date hereof, the "Existing DIP Credit Agreement");

WHEREAS, Hertz International Ltd. is party to that certain Credit Agreement, dated as of May 19, 2021, by and among Hertz International Ltd., Wilmington Trust, National Association, as administrative agent, and the lenders from time to time parties thereto (the "Existing HIL Credit Agreement", and, together with the Existing DIP Credit Agreement, the "Existing Credit Agreements");

WHEREAS, on May 14, 2021, the Debtors filed the First Modified Third Amended Joint Chapter 11 Plan of Reorganization of the Hertz Corporation and its Debtor Affiliates, dated May 14, 2021 (Docket No. 4754) (together with all schedules, documents and exhibits contained therein, as may be further amended, supplemented or modified from time to time, the "Plan of Reorganization");

WHEREAS, on June 10, 2021, the Bankruptcy Court entered an order confirming the Plan of Reorganization (the "Confirmation Order");

WHEREAS, the Parent Borrower will obtain the Senior Credit Facility (as defined herein) which, on the Closing Date, shall consist of (i) a revolving credit facility for revolving loans and letters of credit initially up to an aggregate principal or face amount of
$1,255,000,000 on a Dollar Equivalent basis, (ii) a term loan "B" facility for term loans initially in an aggregate principal amount of $1,300,000,000 and (iii) a term loan "C" facility to cash

collateralize letters of credit initially in an aggregate principal amount of $245,000,000, in each case upon the terms and conditions set forth herein;

WHEREAS, proceeds of the Senior Credit Facility received by the Borrowers on the Closing Date will be used to (i) repay the Existing Credit Agreements and all other third party Indebtedness for borrowed money of the Debtors (other than Indebtedness contemplated by the Plan of Reorganization to survive the consummation of the Transactions (as defined herein)), (ii) pay fees, expenses and costs relating to the consummation of the Plan of Reorganization, (iv) fund distributions required in connection with the consummation of the Plan of Reorganization, (v) fund working capital and general corporate purposes, and (vi) backstop or replace Existing Letters of Credit;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

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

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) (i) with respect to any Revolving Loan, Term SOFR for an Interest Period of one month commencing on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) plus 1% and (ii) with respect to any Term Loan, ~~the Eurocurrency Rate~~Adjusted Term SOFR for an Interest Period of one month commencing on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) plus 1%; provided that, if at any time any rate described in clause (a) or (b) is less than 0.00% then such rate shall be deemed to be 0.00% For purposes hereof: "Prime Rate" shall mean the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as reasonably determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as reasonably determined by the Administrative Agent). "Federal Funds Effective Rate" shall mean, for any day, the rate calculated by the New York Fed based on such day's federal funds transactions by depository institutions (as determined in such manner as the New York Fed shall set forth on its public website from time to time) and published on the next succeeding Business Day by the New York Fed as the federal funds effective rate, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it. "New York Fed" means the Federal Reserve Bank of New York. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate, or Term SOFR ~~or the Eurocurrency Rate~~ shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate, or Term SOFR~~ or the Eurocurrency Rate~~, respectively. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate, or Term SOFR ~~or the Eurocurrency Rate~~ for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition thereof, the ABR shall be determined without regard to clause (b) or (c) above, as the case may be, of the first sentence hereof until the circumstances giving rise to such inability no longer exist.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"ABR Term SOFR Determination Day" has the meaning assigned to such term in the definition of "Term SOFR".

"ABS Securities": as defined in the definition of "Excluded Subsidiary" in this Section 1.1.

"Acceleration": as defined in Section 9.1(e).

"Acceptable Discount": as defined in Section 4.4(f)(iv).

"Acceptable Prepayment Amount": as defined in Section 4.4(f)(iv).

"Acceptance and Prepayment Notice": an irrevocable written notice from the Parent Borrower accepting a Solicited Discounted Prepayment Offer at the Acceptable Discount specified therein pursuant to Section 4.4(f) substantially in the form of Exhibit G.

"Acceptance Date": as defined in Section 4.4(f)(iv).

"Accounts": as defined in the UCC; and, with respect to any Person, all such Accounts of such Person, whether now existing or existing in the future, including (a) all accounts receivable of such Person (whether or not specifically listed on schedules furnished to the Administrative Agent), including all accounts created by or arising from all of such Person's sales of goods or rendition of services made under any of its trade names, or through any of its divisions, (b) all unpaid rights of such Person (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (c) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (d) all reserves and credit balances held by such Person with respect to any such accounts receivable of any Obligors, (e) all guarantees or collateral for any of the foregoing and (f) all rights relating to any of the foregoing.

"Acquired Indebtedness": Indebtedness of a Person (i) existing at the time such Person becomes a Subsidiary or (ii) assumed in connection with the acquisition of assets from such Person, in each case other than Indebtedness Incurred in connection with, or in contemplation of, such Person becoming a Subsidiary or such acquisition. Acquired Indebtedness shall be deemed to be Incurred on the date of the related acquisition of assets from any Person or the date the acquired Person becomes a Subsidiary.

"Additional Assets": (i) any property or assets that replace the property or assets that are the subject of an Asset Disposition; (ii) any property or assets (other than Indebtedness and Capital Stock) used or to be used by the Parent Borrower or a Restricted Subsidiary or otherwise useful in a Related Business (including any capital expenditures on any property or assets already so used); (iii) the Capital Stock of a Person that is engaged in a Related Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Parent Borrower or another Restricted Subsidiary; or (iv) Capital Stock of any Person that at such time is a Restricted Subsidiary acquired from a third party.

"Additional Incremental Lender": as defined in Section 2.9(b).

"Additional Indebtedness": as defined in any Intercreditor Agreement or any Other Intercreditor Agreement, as applicable, or, if no such Intercreditor Agreement is in effect, any Indebtedness that is secured by a Lien on Collateral and is permitted to be so secured by Section 8.2, and is designated as "Additional Indebtedness" by the Parent Borrower in writing to the Administrative Agent.

"Additional Obligations": senior or subordinated Indebtedness (which Indebtedness may be (x) secured by the Collateral on a *pari passu* basis with the Obligations under the Loan Documents, (y) secured by a Lien ranking junior to the Lien securing the Obligations under the Loan Documents or (z) unsecured), including customary bridge financings; provided that (a) the maturity date of such Additional Obligations shall be no earlier than the Initial Term Loan Maturity Date (other than an earlier maturity date for customary bridge financings, which, subject to customary conditions (as determined by the Parent Borrower in good faith), would either be automatically converted into or required to be exchanged for permanent financing which does not provide for an earlier maturity date than the Initial Term Loan Maturity Date), (b) such Additional Obligations shall not be secured by any Lien on any asset of any Loan Party that does not also secure the Obligations under the Loan Documents, or guaranteed by any Subsidiary of the Parent Borrower other than the Subsidiary Guarantors, (c) if secured by Collateral, such Additional Obligations shall be subject to the terms of an Intercreditor Agreement or Other Intercreditor Agreement and (d) to the extent such Additional Obligations are subordinated in right of payment to the Obligations under the Loan Documents, provide for customary payment subordination to the Obligations under the Loan Documents as determined by the Parent Borrower in good faith.

"Additional Obligations Documents": any document or instrument (including any guarantee, security agreement or mortgage) issued or executed and delivered with respect to any Additional Obligations or Rollover Indebtedness by the Parent Borrower or any Restricted Subsidiary.

"Additional Specified Refinancing Lender": as defined in Section 2.11(b).

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that that, if Adjusted Term SOFR shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

Total Corporate Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Applicable Commitment Fee Percentage" for any day occurring within the period covered by such Compliance Certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined Consolidated Total Corporate Leverage Ratio for such period, and any shortfall in the interest or fees theretofore paid by the Borrowers for the relevant period as a result of the miscalculation of the Consolidated Total Corporate Leverage Ratio shall be deemed to be (and shall be) due and payable by the Borrowers upon the date that is five Business Days after notice by the Administrative Agent to the Parent Borrower of such miscalculation. During or prior to such five Business Day period and thereafter, if the preceding sentence is complied with, the failure to previously pay such interest and fees at the correct Applicable Commitment Fee Percentage and the delivery of such inaccurate certificate shall not in and of themselves constitute a Default or Event of Default and no amounts shall be payable at the Default Rate in respect of any such interest or fees.

"Applicable Discount": as defined in Section 4.4(f)(iii).

"Applicable Margin": in the case of (a) Initial Revolving Loans and Swing Line Loans, (i) with respect to ABR Loans and Canadian Prime Rate Loans, 2.50% per annum during the period from the Closing Date until the first Adjustment Date and (ii) with respect to Eurocurrency Loans, Term SOFR Loans, SONIA Loans and BA Equivalent Loans, 3.50% per annum during the period from the Closing Date until the first Adjustment Date and (b) Initial Term Loans, (i) with respect to ABR Loans, 2.50% per annum during the period from the Closing Date until the first Adjustment Date and (ii) with respect to ~~Eurocurrency~~Term SOFR Loans, 3.50% per annum during the period from the Closing Date until the first Adjustment Date. The Applicable Margins with respect to the Initial Revolving Loans and Swing Line Loans will be adjusted on each Adjustment Date to the applicable rate per annum set forth under clause (a) of the definition of "Pricing Grid", as applicable, under the heading "Applicable Margin for ABR Loans and Canadian Prime Rate Loans" or "Applicable Margin for Eurocurrency Loans, Term SOFR Loans, SONIA Loans and BA Equivalent Loans" on the Pricing Grid which corresponds to the Consolidated Total Corporate Leverage Ratio determined from the financial statements and Compliance Certificate relating to the end of the fiscal quarter immediately preceding such Adjustment Date. The Applicable Margins with respect to the Initial Term Loans will be adjusted on each Adjustment Date to the applicable rate per annum set forth under clause (b) of the definition of "Pricing Grid" under the heading "Applicable Margin for ABR Loans" or "Applicable Margin for ~~Eurocurrency~~Term SOFR Loans" which corresponds to the Consolidated Total Corporate Leverage Ratio determined from the financial statements and Compliance Certificate relating to the end of the fiscal quarter immediately preceding such Adjustment Date. If it is subsequently determined before, with respect to Revolving Loans and Swing Line Loans, the date on which all Revolving Loans and Swing Line Loans of the applicable Tranche have been repaid and all Revolving Commitments of the applicable Tranche have been terminated, and with respect to Initial Term Loans, the date on which all Initial Term Loans of the applicable Tranche have been repaid, that the Consolidated Total Corporate Leverage Ratio set forth in any Compliance Certificate delivered to the Administrative Agent is inaccurate for any reason and the result thereof is that the Revolving Lenders or Term Loan Lenders, as applicable, received interest or fees for any period based on an Applicable Margin that is less than that which would have been applicable had the Consolidated Total Corporate

Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Products Agreement": any agreement pursuant to which (i) the Administrative Agent, an Arranger, any Lender or an affiliate of the Administrative Agent, an Arranger, or any Lender (at the time such agreement was entered into or, in the case of any such agreements existing on the Closing Date, on the Closing Date) or (ii) any other Person that delivers an accession agreement and becomes a party to the Security Documents specifically designated by the Parent Borrower as a "Bank Products Agreement" agrees to provide (a) treasury services, (b) credit card, debit card, merchant card, purchasing card, stored value card, non-card electronic payable or other similar services (including the processing of payments and other administrative services with respect thereto), (c) cash management or related services (including controlled disbursements, automated clearinghouse transactions, return items, netting, overdrafts, depository, lockbox, stop payment, electronic funds transfer, information reporting, wire transfer and interstate depository network services) and (d) other banking, financial or treasury products or services as may be requested by the Parent Borrower or any Restricted Subsidiary (other than letters of credit and other than loans and advances except indebtedness arising from services described in clauses (a) through (c) of this definition).

"Bank Products Obligations": of any Person means the obligations of such Person pursuant to any Bank Products Agreement.

"Barclays": as defined in the Preamble hereto.

"BBSY": as defined in the definition of "Eurocurrency Base Rate" in this Section 1.1.

"Benchmark": initially, with respect to any (i) SONIA Loan, Daily Simple SONIA, (ii) Term SOFR Loan~~s~~ (x) that is a Revolving Loan, Term SOFR, and (y) that is a Term Loan, Adjusted Term SOFR, or (iii) Eurocurrency Loan, the Eurocurrency Rate; provided that if a replacement of the Benchmark has occurred pursuant to Section 4.7(b), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement": for any Available Tenor:

(a) [reserved]; and

~~(a) for purposes of Section 4.7(b)(i), the first alternative set forth below that can be determined by the Administrative Agent:~~

~~(i) the sum of: (x) Term SOFR and (y) 0.11448% (11.448 basis points) for an Available Tenor of one month's duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months' duration, and 0.42826% (42.826 basis points) for an Available Tenor of six-months' duration, or~~

~~(ii) the sum of: (x) Daily Simple SOFR and (y) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in Section 4.7(b)(i);~~

~~(b)~~ for purposes of Section 4.7(b)(ii), (I) with respect to (x) Revolving Loans that are Term SOFR Loans, and (y) Term Loans that are Term SOFR Loans, in each case, Daily Simple SOFR, and (II) otherwise, the sum of (i) the alternate benchmark rate and (ii) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Parent Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time; provided, that if the Benchmark Replacement as determined pursuant to clause~~s (a) or~~ (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities.

"Benchmark Replacement Conforming Changes": with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion, in consultation with the Borrower, may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary, in consultation with the Borrower, in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (b) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (b) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event": with respect to any then-current Benchmark~~ other than USD LIBOR~~, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

Fleet Cash (in each case, determined as of the end of the most recently ended fiscal month of the Parent Borrower ending immediately prior to such date of determination for which internal consolidated financial statements of the Parent Borrower are available, and, in the case of any determination relating to any Incurrence of Indebtedness, on a pro forma basis including (x) any property or assets of a type described above acquired since the end of such fiscal month and (y) any property or assets of a type described above being acquired in connection therewith).

"Borrowing Date": any Business Day specified in a notice pursuant to Sections 2.6, 2.7 or 3.2 as a date on which the Parent Borrower requests the Lenders to make Loans hereunder or an Issuing Lender to issue Letters of Credit hereunder.

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York (or, with respect only to Letters of Credit issued by an Issuing Lender not located in the City of New York, the location of such Issuing Lender) are authorized or required by law to close, except that, (a) ~~when used in connection with a Eurocurrency Loan denominated in Dollars, "Business Day" shall mean any Business Day on which dealings in Dollars between banks may be carried on in London, England and New York, New York,~~[reserved], (b) when used in connection with a Eurocurrency Loan denominated in any Designated Foreign Currency or a SONIA Loan, "Business Day" shall mean any day on which dealings in such Designated Foreign Currency between banks may be carried on in London, England, New York, New York and the principal financial center of such Designated Foreign Currency as set forth on Schedule 1.1(d) and (c) when used in connection with a ~~Revolving~~Term SOFR Loan~~ denominated in Dollars~~, "Business Day" shall exclude any day that is not a U.S. Government Securities Business Day; provided, however, that, with respect to notices and determinations in connection with, and payments of principal and interest on, Loans denominated in Euros, such day is also a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET) (or, if such clearing system ceases to be operative, such other clearing system (if any) determined by the Administrative Agent to be a suitable replacement) is open for settlement of payment in Euros.

"Canadian Dollars" and "C$": the lawful currency of Canada.

"Canadian Prime Rate": the greater of (a) a rate per annum that is equal to the corporate base rate of interest established from time to time by a Schedule I Lender selected by the Administrative Agent from time to time as its "prime" reference rate then in effect on such day for Canadian Dollar-denominated commercial loans made by it in Canada, and (b) the annual rate of interest equal to the sum of (i) the one month BA Rate in effect on such day, plus (ii) 0.75%; provided that, if the Canadian Prime Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Canadian Prime Rate Loans": Loans to which the rate of interest applicable is based upon the Canadian Prime Rate.

"Capital Stock": of any Person, any and all shares of, rights to purchase, warrants or options for, or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Currency Agreement": in respect of a Person, any foreign exchange contract, currency swap agreement or other similar agreement or arrangements (including derivative agreements or arrangements), as to which such Person is a party or a beneficiary.

"Customer Receivable": any Receivable relating to rental of Vehicles by the rental car business to customers; provided for the avoidance of doubt that Customer Receivables shall not include Receivables arising from or otherwise relating to fleet leasing services or fleet management services.

"Daily Simple SOFR": for any day, SOFR, with the conventions for this rate (which will include a lookback, which lookback, in respect of the Term Loans, shall be five days) being established by the Administrative Agent in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Daily Simple SONIA": for any day (an "SONIA Interest Day"), an interest rate per annum equal to the sum of (a) the greater of (i) SONIA for the day that is five SONIA Business Days (or such other period as determined by the Parent Borrower and the Administrative based on then prevailing market conventions) prior to (x) if such SONIA Interest Day is a SONIA Business Day, such SONIA Interest Day, or (y) if such SONIA Interest Day is not an SONIA Business Day, the SONIA Business Day immediately preceding such SONIA Interest Day, in each case, as is published by the SONIA Administrator on the SONIA Administrator's Website, and (ii) 0.00% and (b) the SONIA Adjustment; provided, that if by 5:00 pm (London time) on the second SONIA Business Day immediately following any day "i", Daily Simple SONIA in respect of such day "i" has not been published on the applicable SONIA Administrator's Website, then the Daily Simple SONIA for such day "i" will be the Daily Simple SONIA as published in respect of the first preceding SONIA Business Day for which Daily Simple SONIA was published on the SONIA Administrator's Website; provided, further, that (I) Daily Simple SONIA shall not be determined pursuant to this sentence for more than three consecutive SONIA Interest Days and (II) any change in Daily Simple SONIA due to a change in SONIA shall be effective from and including the effective date of such change without notice to any Borrower.

"DBNY": Deutsche Bank AG New York Branch. "Debtors": as defined in the Recitals hereto.

"Default": any of the events specified in Section 9, whether or not any requirement for the giving of notice (other than, in the case of Section 9(e), a Default Notice), the lapse of time, or both, or any other condition specified in Section 9, has been satisfied.

"Default Notice": as defined in Section 9.1(e).

longer being a "Disqualified Lender" by written notice delivered to the Administrative Agent from time to time.

"Disqualified Stock": with respect to any Person, any Capital Stock (other than Management Stock) that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event (other than following the occurrence of a Change of Control or other similar event described under such terms as a "change of control," or an "asset sale" or other disposition) (i) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (ii) is convertible or exchangeable for Indebtedness or Disqualified Stock or (iii) is redeemable at the option of the holder thereof (other than following the occurrence of a Change of Control or other similar event described under such terms as a "change of control," or an "asset sale" or other disposition), in whole or in part, in each case on or prior to the Initial Term Loan Maturity Date; provided that Capital Stock issued to any employee benefit plan, or by any such plan to any employees of the Parent Borrower or any Subsidiary, shall not constitute Disqualified Stock solely because it may be required to be repurchased or otherwise acquired or retired in order to satisfy applicable statutory or regulatory obligations.

"Distressed Person" as defined in the defined term, "Lender Related Distress Event" in this Section 1.1.

"Dollar Equivalent": with respect to any amount denominated in Dollars, the amount thereof and, with respect to the principal amount of any Loan made or outstanding in any Designated Foreign Currency or any amount in respect of any Letter of Credit denominated in any Designated Foreign Currency or any other amount denominated in any currency other than Dollars, at any date of determination thereof, an amount in Dollars equivalent to such principal amount or such other amount calculated on the basis of the Spot Rate of Exchange (determined as of the most recent Revaluation Date or other relevant date of determination).

"Dollars" and "$": dollars in lawful currency of the United States of America.

"Domestic Subsidiary": any Restricted Subsidiary of the Parent Borrower which is not a Foreign Subsidiary.

~~"Early Opt-in Effective Date": with respect to any Early Opt-in Election, the sixth Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.~~

~~"Early Opt-in Election": the occurrence of: (a) a notification by the Administrative Agent to (or the request by the Parent Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding U.S. dollar- denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such~~

~~notice and are publicly available for review), and (b) the joint election by the Administrative Agent and the Parent Borrower to trigger a fallback from USD LIBOR and the provision by the Administrative Agent of written notice of such election to the Lenders.~~

"EEA Financial Institution": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Environmental Costs": any and all costs or expenses (including attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, fines, penalties, damages, settlement payments, judgments and awards), of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way relating to, any actual or alleged violation of, noncompliance with or liability under any Environmental Laws. Environmental Costs include any and all of the foregoing, without regard to whether they arise out of or are related to any past, pending or threatened proceeding of any kind.

"Environmental Laws": any and all U.S. or foreign federal, state, provincial, territorial, local or municipal laws, rules, orders, enforceable guidelines, orders-in-council, regulations, statutes, ordinances, codes, decrees, and such requirements of any Governmental Authority properly promulgated and having the force and effect of law or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health (as it relates to exposure to Materials of Environmental Concern) or the environment, as have been, or now or at any relevant time hereafter are, in effect.

"Environmental Permits": any and all permits, licenses, registrations, notifications, exemptions and any other authorization required under any Environmental Law.

"EPCA": that certain Equity Purchase and Commitment Agreement dated as of May 14, 2021, by and among, inter alios, HGH and the Equity Commitment Parties (as defined therein).

"Equity Offering": a sale of Capital Stock (x) that is a sale of Capital Stock of the Parent Borrower (other than Disqualified Stock), or (y) proceeds of which are (or are intended to be) contributed to the equity capital of the Parent Borrower or any of its Restricted Subsidiaries.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"EURIBO Rate": as defined clause (b)(i) of the definition of "Eurocurrency Base Rate" in this Section 1.1.

"Eurocurrency Base Rate": with respect to each day during each Interest Period pertaining to a Eurocurrency Loan,

(a) ~~in the case of Eurocurrency Loans denominated in Dollars,~~[reserved];

(i) ~~the rate per annum determined by the Administrative Agent to be the offered rate which appears on the page of the Reuters Screen which displays the London interbank offered rate administered by ICE Benchmark Administration Limited (such page currently being the LIBOR01 page) (the "US LIBO Rate") for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars determined as of approximately 11:00 A.M. (London, England time), two Business Days prior to the commencement of such Interest Period, or~~

(ii) ~~in the event the rate referenced in the preceding clause (i) does not appear on such page or service or if such page or service shall cease to be available, the rate determined by the Administrative Agent to be the offered rate on such other page or other service which displays the US LIBO Rate (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 A.M. (London, England time) two Business Days prior to the commencement of such Interest Period; provided that if US LIBO Rates are quoted under either of the preceding clauses (i) or (ii), but there is no such quotation for the Interest Period elected, the US LIBO Rate shall be equal to the Interpolated Rate; and provided, further, that if any such rate determined pursuant to the preceding clauses (i) or (ii) is below zero, the Eurocurrency Rate will be deemed to be zero;~~

(b) in the case of Eurocurrency Loans denominated in Euros,

(i) the rate per annum determined by the Administrative Agent to be the offered rate which appears on the page of the Reuters Screen which displays the European interbank offered rate administered by the Banking Federation of the European Union (such page currently being the EURIBOR01) (the "EURIBO Rate") for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 a.m. (Brussels, Belgium time), two Business Days prior to the commencement of such Interest Period, or rate determined by the Administrative Agent to be the offered rate on such other page or other service which displays the Designated Foreign Currency LIBO Rate for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in in such Designated Foreign Currency, determined as of approximately 11:00 a.m. (London, England time) two Business Days prior to the commencement of such Interest Period;

provided that if Designated Foreign Currency LIBO Rates are quoted under either of the preceding clauses (i) or (ii), but there is no such quotation for the Interest Period elected, the Designated Foreign Currency LIBO Rate shall be equal to the Interpolated Rate; provided, further, that if any such rate determined pursuant to the preceding clauses (i) or (ii) is below zero, the Eurocurrency Rate will be deemed to be zero.

"Eurocurrency Loans": Loans the rate of interest applicable to which is based upon the Eurocurrency Rate.

"Eurocurrency Rate": with respect to each day during each Interest Period pertaining to a Eurocurrency Loan,

~~(a)~~ a ~~in the case of Initial Term Loans, the higher of (x) 0.50% per annum and (y) a~~ rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{Eurocurrency Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

~~(b) otherwise, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):~~

$$\frac{\text{(Del) Eurocurrency Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

; provided that, if the Eurocurrency Rate in clause (b) shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Eurocurrency Reserve Requirements": for any day as applied to a Eurocurrency Loan, the aggregate (without duplication) of the rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System in New York City.

"Euros" and the designation "€": the currency introduced on January 1, 1999 at the start of the third stage of European economic and monetary union pursuant to the Treaty.

irrevocable notice to the Administrative Agent not less than three Business Days (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior to the last day of the then current Interest Period with respect thereto;

provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) any Interest Period that would otherwise extend beyond the applicable Maturity Date shall (for all purposes other than Section 4.12) end on such applicable Maturity Date;

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and

(iv) the Parent Borrower shall select Interest Periods so as not to require a scheduled payment of any Eurocurrency Loan, Term SOFR Loan or BA Equivalent Loan during an Interest Period for such Loan.

"Interest Rate Agreement": with respect to any Person, any interest rate protection agreement, future agreement, option agreement, swap agreement, cap agreement, collar agreement, hedge agreement or other similar agreement or arrangement (including derivative agreements or arrangements), as to which such Person is a party or a beneficiary.

"Interpolated Rate":

~~(a) in relation to the US LIBO Rate, the rate which results from interpolating on a linear basis between (i) the applicable US LIBO Rate for the longest period (for which that US LIBO Rate is available) which is less than the Interest Period of that Loan and (ii) the applicable US LIBO Rate for the shortest period (for which that US LIBO Rate is available) which exceeds the Interest Period of that Loan, each as of approximately 11:00 A.M. (London, England time) two Business Days prior to the commencement of such Interest Period of that Loan;~~

(a) [reserved];

(b) in relation to the EURIBO Rate, the rate which results from interpolating on a linear basis between (i) the applicable EURIBO Rate for the longest period (for which that EURIBO Rate is available) which is less than the Interest Period of that Loan and (ii) the applicable EURIBO Rate for the shortest period (for which that EURIBO Rate is available) which exceeds the Interest Period of that Loan, each as of approximately 11:00 A.M. (Brussels, Administrative Agent and the Parent Borrower, to make any Loans or Letters of Credit available to the Borrowers, provided that for all purposes of voting or consenting with respect to (a) any amendment, supplementation or modification of any Loan Document, (b) any waiver of any of the requirements of any Loan Document or any Default or Event of Default and its consequences or (c) any other matter as to which a Lender may vote or consent pursuant to Section 11.1 hereof, the bank or financial institution making such election shall be deemed the "Lender" rather than such affiliate, which shall not be entitled to so vote or consent.

"Letter of Credit": each Term Letter of Credit and/or each Revolving Letter of Credit, as the context may require.

~~"LIBOR": as defined in Section 1.5.~~

"Lien": any mortgage, pledge, hypothecation, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any Capitalized Lease Obligation having substantially the same economic effect as any of the foregoing).

"Limited Collateral Release Condition": as defined in Section 7.9(f).

"Limited Condition Transaction": (x) any acquisition, including by way of merger, amalgamation, consolidation or other business combination or the acquisition of Capital Stock or otherwise, by one or more of the Parent Borrower and its Restricted Subsidiaries of any assets, business or Person or any other Investment permitted by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third party financing or
(y) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness, Disqualified Stock or Preferred Stock requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or prepayment.

"Liquidity": at any time, the sum of (i) Unrestricted Cash of the Parent Borrower and its Restricted Subsidiaries at such time, (ii) the amount on deposit in the Term C Loan Collateral Accounts in excess of the sum of the Term L/C Obligations outstanding as of such time and (iii) Available Revolving Commitments at such time.

"Liquidity Covenant": as defined in Section 8.9(a).

"Loan": each Initial Term Loan, Incremental Term Loan, Extended Term Loan, Specified Refinancing Term Loan, Initial Revolving Loan, Incremental Revolving Loan, Extended Revolving Loan, Specified Refinancing Revolving Loan or Swing Line Loan, as the context shall require; collectively, the "Loans".

"Loan Documents": this Agreement, any Notes, the L/C Requests, any Intercreditor Agreement (on and after the execution thereof), any Other Intercreditor Agreement (on and after the execution thereof), the Guarantee and Collateral Agreement and any other Security Documents (in the case of the Guarantee and Collateral Agreement and any other

than 2.50:1.00	2.00%	3.00%	0.250%

(b) with respect to Initial Term Loans:

Consolidated Total Corporate Leverage Ratio	Applicable Margin for ABR Loans	Applicable Margin For ~~Eurocurrency~~ Term SOFR Loans
Greater than 3.50:1.00	2.50%	3.50%
Equal to or less than 3.50:1.00	2.25%	3.25%

"Prime Rate":as defined in the definition of "ABR" in this Section 1.1.

"Private Side Information": as defined in Section 7.2.

"PTE": a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Company Costs": any costs, fees and expenses associated with, in anticipation of, or in preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and costs, fees and expenses relating to compliance with the provisions of the Securities Act and the Exchange Act (as applicable to companies with equity or debt securities held by the public), the rules of national securities exchanges for companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursements, charges relating to investor relations, shareholder meetings and reports to shareholders and debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing fees.

"Public Facility": (i) any airport; marine port; rail, subway, bus or other transit stop, station or terminal; stadium; convention center; or military camp, fort, post or base; or (ii) any other facility owned or operated by any nation or government or political subdivision thereof, or agency, authority or other instrumentality of any thereof, or other entity exercising regulatory, administrative or other functions of or pertaining to government, or any organization of nations (including the United Nations, the European Union and the North Atlantic Treaty Organization).

"Public Facility Operator": a Person that grants or has the power to grant a Vehicle Rental Concession.

"Public Lender": as defined in Section 7.2.

properties; provided that the foregoing shall not apply to any non-binding recommendation of any Governmental Authority.

"Resolution Authority": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer": as to any Person, any of the following officers of such Person: (a) the chief executive officer or the president of such Person and, with respect to financial matters, the chief financial officer, the treasurer or the controller of such Person, (b) any vice president of such Person or, with respect to financial matters, any assistant treasurer or assistant controller of such Person, who has been designated in writing to the Administrative Agent as a Responsible Officer by such chief executive officer or president of such Person or, with respect to financial matters, such chief financial officer, treasurer or controller of such Person, (c) with respect to Section 7.7 and without limiting the foregoing, the general counsel of such Person, (d) with respect to ERISA matters, the senior vice president - human resources (or substantial equivalent) of such Person and (e) any other individual designated as a "Responsible Officer" for the purposes of this Agreement by the Board of Directors of such Person. For all purposes of this Agreement, the term "Responsible Officer" shall mean a Responsible Officer of the Parent Borrower unless the context otherwise requires.

"Restricted Fleet Cash": cash, Cash Equivalents, Investment Grade Securities and Temporary Cash Investments of the Parent Borrower and its Subsidiaries that are classified as "restricted" for financial statement purposes to be used for the purchase of revenue earning vehicles and other specified uses under the Parent Borrower's and its Subsidiaries' fleet financing facilities, including any Rental Car LKE Program.

"Restricted Payment": as defined in Section 8.5(a).

"Restricted Payment Transaction": any Restricted Payment permitted pursuant to Section 8.5, any Permitted Payment, any Permitted Investment, or any transaction specifically excluded from the definition of "Restricted Payment" (including pursuant to the exception contained in clause (i) and the parenthetical exclusions contained in clauses (ii) and (iii) of such definition).

"Restricted Subsidiary": any Subsidiary of the Parent Borrower other than an Unrestricted Subsidiary.

—"Revaluation Date": (a) with respect to any Letter of Credit issued in a Designated Foreign Currency, each of the following: (i) each date of issuance, extension or renewal of such Letter of Credit, (ii) each date of an amendment of such Letter of Credit having the effect of increasing the amount thereof, (iii) each date of any payment by the applicable Issuing Lender under such Letter of Credit, (iv) the first Business Day of each month, and (iv) such additional dates as the Administrative Agent or the applicable Issuing Lender shall reasonably require and (b) with respect to any Loan, each of the following: (i) each date of a Borrowing of a Eurocurrency Loan denominated in a Designated Foreign Currency, (ii) each date of a continuation of a Eurocurrency Loan denominated in a Designated Foreign Currency

"Term Loan Lender": any Lender having a Term Loan Commitment hereunder and/or a Term Loan outstanding hereunder; and all such Lenders, collectively, the "Term Loan Lenders".

"Term Loan Lender Presentation": that certain Lender Presentation with respect to the Initial Term Loan Facilities dated June 7, 2021 and furnished to Term Loan Lenders in connection with the Initial Term Loan Commitments hereunder.

"Term Loans": Initial Term Loans, Incremental Term Loans, Supplemental Term Loans, Extended Term Loans and Specified Refinancing Term Loans, as the context shall require.

"Term SOFR":

~~(a)~~ with respect to Revolving Loans and Term Loans:

(a) ~~(i)~~ for any calculation with respect to a Revolving Loan or Term Loan that is a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR with respect to such Revolving Loan or Term Loan that is a Term SOFR Loan will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) ~~(ii)~~ for any calculation with respect to a Revolving Loan or Term Loan that is an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "ABR Term SOFR Determination Day") that is two U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR with respect to such Revolving Loan or Term Loan that is an ABR Loan will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such ABR Term SOFR Determination Day;

provided, further, that, if Term SOFR in respect of any Revolving Loan that is a Term SOFR Loan shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement~~; and~~.

"Term SOFR Adjustment": for any calculation with respect to an ABR Loan or a Term SOFR Loan, a percentage per annum as set forth below for the applicable Type of such Loan and (if applicable) Interest Period therefor:

ABR Loans:

0.11448%

~~(b) with respect to Term Loans, for the applicable corresponding tenor, the forward- looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.~~

Term SOFR Loans:

Interest Period	Percentage
One month	0.11448%
Three month	0.26161%
Six months	0.42826%

"Term SOFR Administrator": the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Loan": (x) a Revolving Loan that bears interest at a rate based on Term SOFR or (y) a Term Loan that bears interest at a rate based on Adjusted Term SOFR, as applicable.

"Term SOFR Reference Rate": the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR.

"Third Amendment": that certain Amendment No. 3 to Credit Agreement, dated as of March 31, 2022, by and among the Parent Borrower, the Subsidiary Borrowers, the several Lenders and Issuing Lenders party thereto, the March 2022 Increasing Revolving Lender (as defined therein), the Administrative Agent and the Collateral Agent.

"Third Amendment Effective Date": the "Third Amendment Effective Date" as defined in the Third Amendment. The Third Amendment Effective Date occurred on March 31, 2022.

"Total Credit Percentage": as to any Lender at any time, the percentage which (a) the sum of (i) such Lender's Revolving Commitment then outstanding (or, if the Revolving Commitments have terminated or expired, the sum of (x) such Lender's then outstanding

Purpose Subsidiary (other than with respect to Special Purpose Financing Undertakings). Any such designation by the Board of Directors shall be evidenced to the Administrative Agent by promptly delivering to the Administrative Agent a copy of the resolution of the Parent Borrower's Board of Directors giving effect to such designation and a certificate signed by a Responsible Officer of the Parent Borrower certifying that such designation complied with the foregoing provisions.

~~"USD LIBOR": means the London interbank offered rate for U.S. dollars.~~

~~"US LIBO Rate": as defined in clause (a)(i) of the definition of "Eurocurrency Base Rate" in this Section 1.1.~~

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Tax Compliance Certificate": as defined in Section 4.11(b).

"VAT": (a) any tax imposed in compliance with (but subject to the derogations from) the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and Sixth Council directive of 17 May 1977 on the harmonization of the laws of member states relating to turnover taxes-common system of value added tax: uniform basis of assessment (EC Directive 77/388); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) or elsewhere.

"VAT Receivables": with respect to any Person, the net position of VAT receivables (less VAT payables) such Person is entitled to credit or repayment from the relevant tax authority.

"Vehicle Rental Concession": any right, whether or not exclusive, to conduct a Vehicle rental business at a Public Facility, or to pick up or discharge persons or otherwise to possess or use all or part of a Public Facility in connection with such a business, and any related rights or interests.

"Vehicle Rental Concession Rights": all of the following: (a) any Vehicle Rental Concession, (b) any rights of the Parent Borrower, any Subsidiary thereof or any Franchisee under or relating to (i) any law, regulation, license, permit, request for proposals, invitation to bid, lease, agreement or understanding with a Public Facility Operator in connection with which a Vehicle Rental Concession has been or may be granted to the Parent Borrower, any Subsidiary or any Franchisee and (ii) any agreement with, or Investment or other interest or participation in, any Person, property or asset required (x) by any such law, ordinance, regulation, license, permit, request for proposals, invitation to bid, lease, agreement or understanding or (y) by any Public

1.5 Interest Rates~~; LIBOR Notification~~. The interest rate on a Loan denominated in Dollars or a Designated Foreign Currency may be derived from an interest rate benchmark that is, or may in the future become, the subject of regulatory reform. Regulators have signaled the need to use alternative benchmark reference rates for some of these interest rate benchmarks and, as a result, such interest rate benchmarks may cease to comply with applicable laws and regulations, may be permanently discontinued, and/or the basis on which they are calculated may change. The ~~London interbank offered rate ("LIBOR") is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. On March 5, 2021, the U.K. Financial Conduct Authority ("FCA") publicly announced that: (i) immediately after December 31, 2021, publication of all seven euro LIBOR settings, the overnight, 1-week, 2-month and 12-month British Pound Sterling LIBOR settings, and the 1-week and 2-month U.S. Dollar LIBOR settings will permanently cease; (ii) immediately after June 30, 2023, publication of the overnight and 12-month U.S. Dollar LIBOR settings will permanently cease; (iii) immediately after December 31, 2021, the 1-month, 3-month and 6-month British Pound Sterling LIBOR settings will cease to be provided or, subject to consultation by the FCA, be provided on a changed methodology (or "synthetic") basis and no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored; and (iv) immediately after June 30, 2023, the 1-month, 3-month and 6-month U.S. Dollar LIBOR settings will cease to be provided or, subject to the FCA's consideration of the case, be provided on a synthetic basis and no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored. There is no assurance that dates announced by the FCA will not change or that the administrator of LIBOR and/or regulators will not take further action that could impact the availability, composition, or characteristics of LIBOR or the currencies and/or tenors for which LIBOR is published. Each party to this agreement should consult its own advisors to stay informed of any such developments. Public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of LIBOR. The~~ Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the monitoring, determination or verification of the unavailability or cessation of ~~LIBOR (or other~~any applicable Benchmark~~)~~, the administration, submission of or any other matter related to SONIA, ~~LIBOR,~~ the BA Rate, the Applicable Rate, Term SOFR, Adjusted Term SOFR, SOFR, the Eurocurrency Rate or any component definition thereof or rates referenced in the definition thereof or any alternative, comparable or successor rate or adjustment thereto (including any then-current Benchmark, or any Benchmark Replacement or any Benchmark Replacement Adjustment), including whether the composition or characteristics of any such alternative, comparable or successor rate or adjustment (including any Benchmark Replacement or any Benchmark Replacement Adjustment) will be similar to, or produce the same value of economic equivalence of, SONIA, the Eurocurrency Rate, the BA Rate, ABR, Term SOFR, Adjusted Term SOFR, SOFR or any other Benchmark or any Benchmark convention, including any applicable recommendations made by the Relevant Governmental Body. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any SONIA, ~~LIBOR,~~ the BA Rate, the Eurocurrency Rate, Term SOFR, Adjusted Term SOFR, SOFR or any alternative, comparable or successor rate or adjustment (including any Benchmark Replacement or any Benchmark Replacement Adjustment), in each case, in a manner adverse to the Borrowers.

1.6 Cashless Rollover Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans with an Incremental Indebtedness, Refinancing Indebtedness, Indebtedness incurred under Section 8.10(a), or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in immediately available funds", "in Cash" or any other similar requirement.

1.7 Calculation of Baskets. If (a) any of the baskets set forth in this Agreement are exceeded solely as a result of fluctuations to LTM Consolidated EBITDA for the most recently completed fiscal quarter after the last time such baskets were calculated for any purpose under this Agreement, such baskets will not be deemed to have been exceeded solely as a result of such fluctuations or (b) any baskets, is exceeded, any representation or warranty would be untrue or inaccurate, any undertaking would be breached, or any event that would constitute a Default or an Event of Default, in each case, solely as a result of fluctuations in applicable currency exchange rates, shall not be deemed to be exceeded, untrue, inaccurate, breached, exceeded or so constituted, as applicable, solely as a result of such fluctuations in currency exchange rates.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS.

2.1 Loans.

(a) Initial Term B Loans.

(vi) Subject to the terms and conditions hereof, each Lender holding an Initial Term B Loan Commitment severally agrees to make, in Dollars, in a single draw on the Closing Date, one or more term loans (each, an "Initial Term B Loan") to the Borrowers (on a joint and several basis as between the Borrowers) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name in Schedule A-1 under the heading "Initial Term B Loan Commitment", as such amount may be adjusted or reduced pursuant to the terms hereof.

(vii) The Initial Term B Loans, except as hereinafter provided, shall, at the option of the Parent Borrower, be incurred and maintained as, and/or converted into, ABR Loans or ~~Eurocurrency~~Term SOFR Loans.

(viii) The Initial Term B Loans shall be made by each such Lender in an aggregate principal amount which does not exceed the Initial Term B Loan Commitment of such Lender.

(ix) Once repaid, the Initial Term B Loans incurred hereunder may not be reborrowed. On the Closing Date (after giving effect to the incurrence of

Initial Term B Loans on such date), the Initial Term B Loan Commitment of each Lender shall terminate.

(b) Initial Term C Loans.

(x) Subject to the terms and conditions hereof, each Lender holding an Initial Term C Loan Commitment severally agrees to make, in Dollars, in a single draw on the Closing Date, one or more term loans (each, an "Initial Term C Loan") to the Borrowers (on a joint and several basis as between the Borrowers) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name in Schedule A-2 under the heading "Initial Term C Loan Commitment", as such amount may be adjusted or reduced pursuant to the terms hereof.

(xi) The Initial Term C Loans, except as hereinafter provided, shall, at the option of the Parent Borrower, be incurred and maintained as, and/or converted into, ABR Loans or ~~Eurocurrency~~Term SOFR Loans.

(xii) The Initial Term C Loans shall be made by each such Lender in an aggregate principal amount which does not exceed the Initial Term C Loan Commitment of such Lender.

(xiii) Once repaid, the Initial Term C Loans incurred hereunder may not be reborrowed. On the Closing Date (after giving effect to the incurrence of Initial Term C Loans on such date), the Initial Term C Loan Commitment of each Lender shall terminate.

(c) Revolving Commitments.

(xiv) Subject to the terms and conditions hereof, each Lender holding a Initial Revolving Commitment severally agrees to make revolving credit loans (together, the "Initial Revolving Loans") to the Borrowers (on a joint and several basis as between the Borrowers) from time to time in Dollars or, at the request of the Parent Borrower, in any Designated Foreign Currency during the Initial Revolving Commitment Period in an aggregate principal amount at any one time outstanding the Dollar Equivalent of which, when added to such Lender's Revolving Commitment Percentage of the sum of the Dollar Equivalent of the then outstanding Revolving L/C Obligations and the then outstanding Swing Line Loans, does not exceed the amount of such Lender's Revolving Commitment then in effect (after giving effect to the use of the proceeds thereof on the date of the incurrence thereof to repay any amounts theretofore outstanding pursuant to this Agreement) (it being understood and agreed that the Administrative Agent shall calculate the Dollar Equivalent of the then outstanding Revolving Loans in any Designated Foreign Currency and, to the extent applicable, the then outstanding Revolving L/C Obligations in respect of any Revolving Letters of Credit denominated in any Designated Foreign Currency on the date on which the Parent Borrower has given the Administrative Agent a notice of borrowing with respect

(d) Each Canadian Prime Rate Loan shall bear interest for each day that it is outstanding at a rate per annum equal to the Canadian Prime Rate in effect for such day plus the Applicable Margin in effect for such day.

(e) Each SONIA Loan shall bear interest for each day that it is outstanding at a rate per annum equal to Daily Simple SONIA determined for such day plus the Applicable Margin in effect for such day.

(f) If all or a portion of (i) the principal amount of any Loan, (ii) any interest payable thereon or (iii) any commitment fee, letter of credit fee or other amount payable hereunder shall not be paid when due (whether at the Stated Maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum which is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto pursuant to the relevant foregoing provisions of this Section 4.1 plus 2.00%, (y) in the case of overdue interest, the rate that would be otherwise applicable to principal of the related Loan pursuant to the relevant foregoing provisions of this Section 4.1 (other than clause (x) above) plus 2.00% and (z) in the case of fees or other amounts, the rate described in paragraph (b) of this Section 4.1 for ABR Loans plus 2.00%, in each case from the date of such non-payment until such amount is paid in full (after as well as before judgment); provided that (1) no amount shall be payable pursuant to this Section 4.1(f) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender and (2) no amounts shall accrue pursuant to this Section 4.1(f) on any overdue amount or other amount payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender.

(g) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (f) of this Section 4.1 shall be payable from time to time on demand.

(h) It is the intention of the parties hereto to comply strictly with applicable usury laws; accordingly, it is stipulated and agreed that the aggregate of all amounts which constitute interest under applicable usury laws, whether contracted for, charged, taken, reserved, or received, in connection with the indebtedness evidenced by this Agreement or any Notes, or any other document relating or referring hereto or thereto, now or hereafter existing, shall never exceed under any circumstance whatsoever the maximum amount of interest allowed by applicable usury laws.

4.2 Conversion and Continuation Options.

(a) The Parent Borrower may elect from time to time (x) (I) to convert outstanding Revolving Loans of a given Tranche from Term SOFR Loans to ABR Loans or (II) to convert outstanding Term Loans of a given Tranche from ~~Eurocurrency~~Term SOFR Loans ~~made or outstanding in Dollars~~ to ABR Loans or (y) to convert outstanding Loans of a given Tranche from BA Equivalent Loans to Canadian Prime Rate Loans, in each case by giving the Administrative Agent at least two Business Days' (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior irrevocable notice of such election, provided that any such conversion of ~~Eurocurrency Loans or~~ Term SOFR Loans may only be made on the last day of an Interest Period with respect thereto. The Parent Borrower may elect from time to time (x) (I) to convert outstanding Revolving Loans of a given Tranche from ABR

Loans to Term SOFR Loans or (II) to convert outstanding Term Loans of a given Tranche from ABR Loans to ~~Eurocurrency~~Term SOFR Loans ~~outstanding in Dollars~~ or (y) to convert outstanding Loans of a given Tranche from Canadian Prime Rate Loans to BA Equivalent Loans, in each case by giving the Administrative Agent at least three Business Days' (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior irrevocable notice of such election. Any such notice of conversion to BA Equivalent Loans~~,~~ or to Term SOFR Loans ~~or to Eurocurrency Loans outstanding in Dollars~~ shall specify the length of the initial Interest Period or Interest Periods therefor. Upon receipt of any such notice the Administrative Agent shall promptly notify each affected Lender thereof. All or any part of (x) outstanding Term SOFR Loans~~, Eurocurrency Loans made or outstanding in Dollars~~ and ABR Loans or (y) outstanding BA Equivalent Loans or Canadian Prime Rate Loans may be converted as provided herein, provided that (i) (unless the Required Lenders otherwise consent) no Loan may be converted into a ~~Eurocurrency Loan or~~ Term SOFR Loan~~, as applicable,~~ when any Default or Event of Default has occurred and is continuing and the Administrative Agent has given notice to the Parent Borrower that no such conversions may be made and (ii) no Loan may be converted into a ~~Eurocurrency Loan,~~ Term SOFR Loan or BA Equivalent Loan after the date that is one month prior to the applicable Maturity Date. Notwithstanding anything to the contrary set forth herein, the Parent Borrower shall not be permitted to convert any Revolving Loans denominated in Dollars from ABR Loans or Term SOFR Loans to Eurocurrency Loans.

(b) Any Eurocurrency Loan, Term SOFR Loan or BA Equivalent Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Parent Borrower giving notice to the Administrative Agent of the length of the next Interest Period to be applicable to such Eurocurrency Loan, Term SOFR Loan or BA Equivalent Loan, determined in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, provided that no ~~Eurocurrency Loan denominated in Dollars,~~ Term SOFR Loan or BA Equivalent Loan may be continued as such (i) (unless the Required Lenders otherwise consent) when any Default or Event of Default has occurred and is continuing and the Administrative Agent has given notice to the Parent Borrower that no such continuations may be made or (ii) after the date that is one month prior to the applicable Maturity Date, and provided, further, that (x) in the case of ~~Eurocurrency Loans made or outstanding in Dollars,~~ Term SOFR Loans or BA Equivalent Loans, if the Parent Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such ~~Eurocurrency Loans or~~ Term SOFR Loans, ~~as applicable,~~ shall be automatically converted to ABR Loans or such BA Equivalent Loans shall be automatically converted to Canadian Prime Rate Loans, as applicable, on the last day of such then expiring Interest Period and (y) if the Parent Borrower shall fail to give any required notice as described above in this paragraph with respect to Loans denominated in any Designated Foreign Currency (other than Canadian Dollars or Sterling) such Eurocurrency Loans shall be automatically continued as Eurocurrency Loans with an Interest Period of one month. Upon receipt of any such notice of continuation pursuant to this Section 4.2(b), the Administrative Agent shall promptly notify each affected Lender thereof.

4.3 Minimum Amounts; Maximum Sets. All borrowings, conversions and continuations of Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the ~~Eurocurrency Loans and~~ Term SOFR Loans ~~outstanding in Dollars~~ comprising each Set shall be equal to $5,000,000 or a whole multiple of $1,000,000 in excess thereof and the Dollar Equivalent of the aggregate principal amount of the Revolving Loans that are BA Equivalent Loans, SONIA Loans or Eurocurrency Loans outstanding in any Designated Foreign Currency comprising each Set shall be equal to $5,000,000 or a whole multiple of $1,000,000 in excess thereof (provided that, notwithstanding the foregoing, any Loan may be converted or continued in its entirety), and so that there shall not be more than 30 Sets at any one time outstanding.

4.4 Optional and Mandatory Prepayments.

(a) (xviii) Optional Prepayment of the Term Loans. The Borrowers may at any time and from time to time prepay the Term Loans made to them in whole or in part, subject to Section 4.12, without premium or penalty, upon notice by the Parent Borrower to the Administrative Agent prior to 1:00 P.M., New York City time at least three Business Days (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior to the date of prepayment (in the case of Eurocurrency Loans and Term SOFR Loans), or prior to 1:00 P.M., New York City time (or such later time as may be agreed by the Administrative Agent in its reasonable discretion) on the date of prepayment (in the case of ABR Loans). Such notice shall specify the date and amount of prepayment, whether the prepayment is of Eurocurrency Loans, Term SOFR Loans, ABR Loans or a combination thereof, and, if a combination thereof, the principal amount allocable to each, the applicable Tranche being repaid and if a combination thereof the principal amount allocable to each. Upon the receipt of any such notice the Administrative Agent shall promptly notify each affected Lender thereof. Any such notice may state that such notice is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked by the Parent Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. If any such notice is given and is not revoked, the amount specified in such notice shall be due and payable on the date specified therein, together with (if a Eurocurrency Loan or Term SOFR Loan is prepaid other than at the end of the Interest Period applicable thereto) any amounts payable pursuant to Section 4.12 and accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans pursuant to this Section 4.4(a)(i) shall be applied to the respective installments of principal of such Term Loans in such order as the Parent Borrower may direct. Partial prepayments pursuant to this Section 4.4(a)(i) shall be in multiples of $1,000,000; provided that, notwithstanding the foregoing, any Tranche of Term Loans may be prepaid in its entirety.

(xix) Optional Prepayment of the Revolving Loans. The Borrowers may at any time and from time to time prepay the Loans made to them and, in accordance with Section 3.5, the Reimbursement Amounts in respect of Revolving Letters of Credit issued for their account, in whole or in part, subject to Section 4.12, without premium or penalty, upon (A) at least three Business Days' (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) notice by the Parent Borrower to the Administrative Agent (in the case of (x) Eurocurrency Loans, Term SOFR Loans or BA Equivalent Loans outstanding and (y) Reimbursement Amounts outstanding in any Designated Foreign Currency), (B) at least five shall as soon as practicable notify the Parent Borrower and the affected Lenders of each determination of a Eurocurrency Rate and Term SOFR. Any change in the interest rate on a Loan resulting from a change in Term SOFR, SOFR, the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Parent Borrower and the affected Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrowers and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Parent Borrower or any Lender, deliver to the Parent Borrower or such Lender a statement showing in reasonable detail the calculations used by the Administrative Agent in determining any interest rate pursuant to Section 4.1, excluding any Eurocurrency Base Rate which is based upon the Reuters Screen and any ABR Loan which is based upon the Prime Rate.

4.7 Inability to Determine Interest Rate.

(a) If prior to the first day of any Interest Period, the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrowers) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining Term SOFR or Adjusted Term SOFR with respect to any Term SOFR Loan (the "Affected Term SOFR"), SONIA with respect to any SONIA Loan (the "Affected SONIA"), the Eurocurrency Rate with respect to any Eurocurrency Loan (the "Affected Eurocurrency Rate") or the BA Rate with respect to any BA Equivalent Loan (the "Affected BA Rate"), in each case for such Interest Period, the Administrative Agent shall give telecopy or telephonic notice thereof to the Parent Borrower and the Lenders as soon as practicable thereafter. If such notice is given (a) ~~(x)~~ any Term SOFR Loans the rate of interest applicable to which is based on the Affected Term SOFR requested to be made on the first day of such Interest Period shall be ~~made as ABR Loans and (y) any Eurocurrency Loans to be made in Dollars the rate of interest applicable to which is based upon the Affected Eurocurrency Rate shall be~~ made as ABR Loans, (b) any SONIA Loans the rate of interest applicable to which is based on the Affected SONIA requested to be made on the first day of such Interest Period shall be ineffective, (c) any BA Equivalent Loans the rate of interest applicable to which is based on the Affected BA Rate requested to be made on the first day of such Interest Period shall be made as Canadian Prime Rate Loans, (d) any Eurocurrency Loans to be made in a Designated Foreign Currency the rate of interest applicable to which is based on the Affected Eurocurrency Rate requested to be made on the first day of such Interest Period shall not be required to be made hereunder in such Designated Foreign Currency and, upon receipt of such notice, the Parent Borrower may at its option revoke the pending request for such Eurocurrency Loans or convert such request into a request for ABR Loans to be made in Dollars or Canadian Prime Rate Loans to be made in Canadian Dollars, (e) ~~(x)~~ any Loans that were to have been converted on the first day of such Interest Period to or continued as Term SOFR Loans the rate of interest applicable to which is based upon the Affected Term SOFR shall ~~be converted to or continued as ABR Loans and (y) any Loans denominated in Dollars that were to have been converted on the first day of such Interest Period to or continued as Eurocurrency Loans the rate of interest applicable to~~

~~which is based upon the Affected Eurocurrency Rate shall~~ be converted to or continued as ABR Loans, (f) any Loans that were to have been continued as SONIA Loans the rate of interest applicable to which is based upon the Affected SONIA shall be deemed to have been converted into Loans that bear interest at the Central Bank Rate; provided, that if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate cannot be determined, then such Loans shall be prepaid in full immediately,

(g) Loans that were to have been converted on the first day of such Interest Period to or continued as BA Rate Loans the rate of interest applicable to which is based upon the Affected BA Rate shall be converted to or continued as Canadian Prime Rate Loans and (h) any Eurocurrency Loans denominated in Euro that were to have been continued as Eurocurrency Loans the rate of interest applicable to which is based upon the Affected Eurocurrency Rate shall (at the option of the Parent Borrower) remain outstanding, and shall bear interest at an alternate rate which reflects, as to each Lender, such Lender's cost of funding such Eurocurrency Loans, as reasonably determined by the Administrative Agent, plus the Applicable Margin hereunder.

(b) US Dollar Benchmark Replacement Setting. Notwithstanding anything to the contrary herein or in any other Loan Document, with respect to any Loan or Borrowing denominated in US Dollars:

~~(i) *Replacing USD LIBOR for Term Loans*. With respect to any Term Loans, on the earlier of (i) the date that all Available Tenors of USD LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then- current Benchmark with respect to such Term Loans is USD LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If such Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.~~

(i) [Reserved].

(ii) *Replacing Future Benchmarks*. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then- current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each Class. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Parent Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until the Parent Borrower's receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Parent Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans denominated in Dollars. During the period referenced in the foregoing sentence, the component of ABR based upon the Benchmark will not be used in any determination of ABR.

(iii) *Benchmark Replacement Conforming Changes*. In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(iv) *Notices; Standards for Decisions and Determinations*. The Administrative Agent will promptly notify the Parent Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

(v) *Unavailability of Tenor of Benchmark*. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then- current Benchmark is a term rate (including Term SOFR~~ or USD LIBOR~~), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(c) <u>Designated Foreign Currency Benchmark Replacement Setting</u>. If at any time there ceases to exist SONIA, BA Rate or other interbank rate applicable to any Designated Foreign Currency in the relevant market for Sterling, Euros, Australian Dollars, Canadian Dollars or other applicable Designated Foreign Currency, as applicable, or any of the foregoing cease to be administered by the relevant authority that oversees such interbank rates as of the

Closing Date for interest periods greater than one Business Day, or the Administrative Agent determines (which determination shall be conclusive absent manifest error) that the circumstances set forth in clause (a) above have arisen and such circumstances are unlikely to be temporary or the circumstances in clause (a) above have not arisen but the supervisor for the administrator of the relevant interbank rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which such interbank offered rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Parent Borrower shall endeavor to establish an alternate rate of interest *in lieu* of such interbank offered rate that gives due consideration to the then prevailing market convention for determining a rate of interest for fixed periods for syndicated loans applicable jurisdiction of the applicable Designated Foreign Currency at such time (it being agreed that such rate shall not result in a higher cost of funding than ABR Loans, if applicable to such Designated Foreign Currency), and shall enter into an amendment to the Loan Documents to reflect such alternate rate of interest and such other related changes as may be applicable which are agreed by the Parent Borrower and the Administrative Agent at such time; provided, that any such amendment will become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent has posted such proposed amendment to all Lenders so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders.

(d) The parties hereto agree that the parties will jointly use commercially reasonable efforts to satisfy any applicable Internal Revenue Service guidance so that any replacement of ~~LIBOR~~the Eurocurrency Rate will not be treated as a deemed "exchange" under Section 1001 of the Code or "modification" under Section 1.1001-3 of the Treasury Regulations (including, but not limited to, substituting ~~LIBOR~~the Eurocurrency Rate for a "qualified rate," as defined in Proposed Section 1.1001-6 of the Treasury Regulations).

4.8 Pro Rata Treatment and Payments.

(a) Except as expressly otherwise provided herein, each borrowing of Revolving Loans (other than Swing Line Loans) by the Borrowers from the Lenders hereunder shall be made, each payment (except as provided in Section 4.14(a)) by the Borrowers on account of any commitment fee in respect of the Revolving Commitments hereunder and any reduction (except as provided in Section 2.9, 2.10, 2.11, 4.13(d), 11.1(g) or 11.1(h)) of the Revolving Commitments of the Lenders shall be allocated by the Administrative Agent, pro rata according to the respective Revolving Commitment Percentages of the Lenders (other than payments in respect of any difference in the Applicable Commitment Fee Percentages in respect of any Tranche); provided that at the request of the Parent Borrower, in lieu of such application on a pro rata basis among all Revolving Commitments, such reduction may be applied to any Revolving Commitments so long as the Maturity Date of such Revolving Commitments precedes the Maturity Date of each other Tranche of Revolving Commitments then outstanding or, in the event more than one Tranche of Revolving Commitments shall have an identical Maturity Date that precedes the Maturity Date of each other Tranche of Revolving Commitments then outstanding, to such Tranches on a pro rata basis. Each payment (including each prepayment, but excluding payments made pursuant to Sections 2.9, 2.10, 2.11, 2.12, 4.9, 4.10, 4.11, 4.12, 4.13(d), 4.14, 11.1(g), 11.1(h) or 11.6) by the Borrowers on account of principal of and interest

Summary report Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 5/3/2023 11:36:51 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Hertz - Conformed Credit Agreement (through Fifth Amendment).DOC	
Modified filename: Hertz - Conformed Credit Agreement (through Sixth Amendment) (Execution Version).DOC	
Changes:	
Add	118
~~Delete~~	140
~~Move From~~	1
Move To	1
Table Insert	2
~~Table Delete~~	4
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	267

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a)/15d-14(a)

I, Stephen M. Scherr, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2023 of Hertz Global Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023

By: /s/ STEPHEN M. SCHERR
Stephen M. Scherr
Chief Executive Officer and Director

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a)/15d-14(a)

I, Alexandra Brooks, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2023 of Hertz Global Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023

By: /s/ ALEXANDRA BROOKS
Alexandra Brooks
Executive Vice President and Chief Financial Officer

EXHIBIT 31.3

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a)/15d-14(a)

I, Stephen M. Scherr, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2023 of The Hertz Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023

By: /s/ STEPHEN M. SCHERR
Stephen M. Scherr
Chief Executive Officer and Director

EXHIBIT 31.4

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a)/15d-14(a)

I, Alexandra Brooks, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2023 of The Hertz Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023

By: /s/ ALEXANDRA BROOKS
Alexandra Brooks
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the quarterly report of Hertz Global Holdings, Inc. (the "Company") on Form 10-Q for the period ending June 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen M. Scherr, Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report, to which this statement is furnished as an Exhibit, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2023

By: /s/ STEPHEN M. SCHERR
Stephen M. Scherr
Chief Executive Officer and Director

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the quarterly report of Hertz Global Holdings, Inc. (the "Company") on Form 10-Q for the period ending June 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Alexandra Brooks, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report, to which this statement is furnished as an Exhibit, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2023

By: /s/ ALEXANDRA BROOKS
Alexandra Brooks
Executive Vice President and Chief Financial Officer

EXHIBIT 32.3

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the quarterly report of The Hertz Corporation (the "Company") on Form 10-Q for the period ending June 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen M. Scherr, Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report, to which this statement is furnished as an Exhibit, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2023

By: /s/ STEPHEN M. SCHERR
Stephen M. Scherr
Chief Executive Officer and Director

EXHIBIT 32.4

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the quarterly report of The Hertz Corporation (the "Company") on Form 10-Q for the period ending June 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Alexandra Brooks, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report, to which this statement is furnished as an Exhibit, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2023

By: /s/ ALEXANDRA BROOKS
Alexandra Brooks
Executive Vice President and Chief Financial Officer