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Mailroom
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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

Hertz System, Inc.
A Delaware corporation
8501 Williams Road
Estero, Florida 33928
(239) 301-7894
www.hertz.com

The franchisee will operate a business that rents cars under the "Hertz®" name. Under certain circumstances, you may be offered the opportunity to enter into a Multiple-Brand Franchising Addendum to operate additional car rental businesses under other brands.

The total investment necessary to begin operation of a new Hertz Business (excluding real estate) is $564,300 to $12,494,000. For new franchisees, this includes $25,000 to $55,000 that must be paid to the Franchisor or its affiliates. For any franchisee that is purchasing from the Parent or its affiliates the assets of certain existing car renting business locations, the investment may include a franchise fee of several hundred thousand dollars or more that must be paid to the Franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Coordinator, at 8501 Williams Road, Estero, Florida 33928, or by telephone at (239) 301-7693.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: June 23, 2017

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit J** for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH THE FRANCHISOR BY ARBITRATION AND LITIGATION ONLY IN THE STATE IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED, CURRENTLY FLORIDA. OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH THE FRANCHISOR IN FLORIDA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

EFFECTIVE DATES

This Franchise Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and/or disclosure laws:

STATE	EFFECTIVE DATE
California	
Florida	January 5, 2017
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Utah	May 17, 2017
Virginia	
Washington	
Wisconsin	

Michigan Disclosure

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
525 W. OTTAWA STREET
LANSING, MICHIGAN 48913

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.

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Exhibits:

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

Hertz System, Inc., a Delaware corporation ("**Hertz**," ""**we**" or "**us**"), was formed on January 19, 1925. We conduct our business under the name "HERTZ®", and we maintain our principal place of business at 8501 Williams Road, Estero, Florida 33928. Our agents for service of process are listed on **Exhibit K**. We grant franchises for businesses that rent cars under a franchise agreement (the "**Franchise Agreement**") the form of which is attached to this Disclosure Document as **Exhibit A**. We have offered franchises for this business since 1925. We previously referred to our franchisees as "licensees" and that term may appear in this Disclosure Document; where the term "licensee" appears, it has the same meaning as "franchisee."

Previously, we offered licenses for the business of renting, or renting and leasing, both cars and trucks. We also offered licenses for the business of renting, or renting and leasing, only trucks. As of December 31, 2016, we had 60 licenses issued and outstanding for the business of renting, or renting and leasing, cars and trucks and 43 licenses were issued and outstanding for renting, or renting and leasing, only cars.

We do not operate any businesses of the type being offered; however, our Parent and our affiliates do operate such businesses.

Parent

Our parent company, The Hertz Corporation (the "**Parent**"), was incorporated in Delaware in 1967 and is our sole shareholder. Our Parent is a direct wholly-owned subsidiary of Rental Car Intermediate Holdings, LLC ("**RCIH**"), a limited liability company formed in Delaware on July 14, 2014. RCIH is wholly-owned by Hertz Global Holdings, Inc. ("**Hertz Holdings**"), a Delaware corporation formed on August 15, 2015, and which is a successor to a prior Delaware corporation of the same name, formed on July 15, 2005. Hertz Holdings is the top-level holding company for the consolidated Hertz businesses. Our Parent, RCIH and Hertz Holdings all maintain their principal places of business at 8501 Williams Road, Estero, Florida 33928.

As of December 31, 2016, our Parent (itself or through our affiliates) operated 3,433 Hertz Businesses (as defined below) and car sales businesses in the United States and 8 Hertz Businesses and car sales businesses located in the United States Territories. Other than as indicated below, our Parent has never offered, and its current affiliates do not offer, franchises in any line of business.

Predecessor

We do not and did not have any predecessor during the 10-year period immediately before the close of our most recent fiscal year.

Affiliates

Dollar Thrifty Automotive Group, Inc.

On November 19, 2012, the predecessor to Hertz Holdings completed its acquisition of Dollar Thrifty Automotive Group, Inc. ("**DTG**"). DTG, through its direct and indirect subsidiaries, is involved in the Vehicle Rental Business (as defined below) and related businesses, under the "Dollar®" and "Thrifty®" brands. If you wish to learn more about Dollar Rent A Car® or Thrifty Car Rental®, we will provide you, upon request, with a copy of the Dollar Rent A Car or Thrifty Car Rental franchise disclosure documents for your information.

DTG is a wholly-owned subsidiary of our Parent. DTG's principal place of business is located at 8501 Williams Road, Estero, Florida 33928. DTG has never directly operated Vehicle Rental Businesses and has never offered licenses in any line of business.

DTG Operations, Inc.

From August 1991 to January 1, 2003, our affiliate, DTG Operations, Inc. ("**DTG Operations**") and its predecessors, offered and sold licenses for the establishment and operation of vehicle rental, leasing and parking businesses under the marks "Dollar®" and "Dollar Rent A Car®." (It previously operated under the name "Dollar Rent A Car System, Inc.") DTG Operations no longer offers licenses, and never offered licenses in any other line of business. As of January 1, 2003, all Dollar licenses were assigned to, and all subsequent Dollar licenses were offered and sold by, Dollar Rent A Car, Inc. (see below). As of December 31, 2016, DTG Operations or its affiliates had in operation 146 corporate Thrifty Businesses (as defined below) and 154 corporate Dollar Businesses (as defined below) in the United States. DTG Operations and its affiliates also provide to franchisees of Dollar Rent A Car, Inc. and Thrifty Rent-A-Car System, LLC certain support services on Dollar Rent A Car, Inc.'s and Thrifty Rent-A-Car System, LLC's behalf, including, for example, information technology, accounting, legal, audit and risk management. DTG Operations' principal place of business is located at 8501 Williams Road, Estero, Florida 33928.

Dollar Rent A Car, Inc.

Since January 1, 2003, our affiliate, Dollar Rent A Car, Inc. ("**Dollar**") has offered and sold franchises for the establishment and operation of Vehicle Rental Businesses under the marks "Dollar®" and "Dollar Rent A Car®" ("**Dollar Businesses**," and each a "**Dollar Business**"). Dollar's principal place of business is located at 8501 Williams Road, Estero, Florida 33928. As of December 31, 2016, Dollar had franchises for 57 Dollar Business locations in the United States and 8 Dollar Business locations in United States Territories. Dollar has never offered franchises in any other line of business.

Thrifty Rent-A-Car System, LLC

Since February 1, 1973, our affiliate, Thrifty Rent-A-Car System, LLC ("**Thrifty**"), and its subsidiaries have operated and offered franchises for the establishment and operation of Vehicle Rental Businesses (as defined below) under the marks "Thrifty®" and "Thrifty Car Rental®" ("**Thrifty Businesses**" and each a "**Thrifty Business**"). Until June 11, 2016, Thrifty was known as "Thrifty Rent-A-Car, Inc." Thrifty, through its predecessor, first began licensing Thrifty Businesses in 1962. Thrifty's principal place of business is located at 8501 Williams Road, Estero, Florida 33928. As of December 31, 2016, Thrifty had franchises for 68 Thrifty Business locations in the United States and 8 Thrifty Business locations in United States Territories. Thrifty has never offered franchises in any other line of business.

Thrifty is a wholly owned subsidiary of Thrifty, LLC. Thrifty, LLC was, until June 11, 2016, known as Thrifty, Inc. Thrifty, LLC's principal place of business is located at 8501 Williams Road, Estero, Florida 33928. Thrifty, LLC has never operated Vehicle Rental Businesses or offered franchises.

Thrifty Car Sales, Inc.

A wholly owned subsidiary of Thrifty, LLC, our affiliate, Thrifty Car Sales, Inc. ("**TCS**"), began offering franchises for the establishment and operation of retail used car sales businesses in January 1999. As of December 31, 2016, it had 18 franchises for TCS businesses. TCS's principal place of business is located at 8501 Williams Road, Estero, Florida 33928. TCS does not currently offer franchises, has not offered franchises in any other line of business, and has not conducted the same type of business as the one offered by this Disclosure Document.

Dollar Thrifty Automotive Group Canada Inc. and DTG Canada Corp.

Our affiliate, Dollar Thrifty Automotive Group Canada Inc. ("**DTAGC**"), was incorporated under the laws of the Province of Ontario as Thrifty Canada, Ltd. on June 1, 1985, and has its principal place of business located at 2 Convair Dr. E., Etobicoke, Ontario, Canada M9W 7A1. Thrifty Canada, Ltd. was the former licensor of the "Thrifty Car Rental" system in Canada, and in May 2001, assigned all of its existing license agreements to DTAGC's wholly-owned subsidiary, DTG Canada Corp. ("**DTG Canada**"). In addition, DTAGC was granted an exclusive license to franchise Thrifty Car Rental businesses in Canada, and assigned those rights to DTG Canada. In February 2003, DTAGC purchased the master license rights to the "Dollar Rent A Car" system in Canada, and assigned such rights to DTG Canada. As of the date of this Disclosure Document, DTAGC no longer offers licenses in any line of business and DTG Canada is the exclusive licensor of Thrifty Car Rental and Dollar Rent A Car licensed businesses in Canada. The form of the Thrifty and Dollar Car Rental license agreements offered by DTG Canada differs from the franchise agreements offered by Thrifty and Dollar in the United States.

Our affiliate, DTG Canada, was incorporated as TRAC Canada Corp., under the laws of the Province of Nova Scotia as an unlimited liability company on May 22, 2001 and has its principal place of business located at 2 Convair Dr. E., Etobicoke, Ontario, Canada M9W 7A1. DTG Canada is licensed to use and license others to use the Dollar and Thrifty trademarks for

Dollar Rent A Car and Thrifty Car Rental businesses in Canada. DTG Canada began offering Thrifty Car Rental licenses in May 2001 and Dollar Rent A Car licenses and/or co-branded Thrifty Car Rental and Dollar Rent A Car licenses in February 2003. As of February 7, 2003, DTG Canada was licensed to operate both Thrifty Car Rental and Dollar Rent A Car corporate locations in Canada. DTG Canada has not offered franchises in any other line of business.

Pursuant to certain inter-company license agreements, The Hertz Corporation will be granted the non-exclusive right to grant franchises under the Dollar and Thrifty trademarks in Canada. Thereafter, all franchises in Canada under the Dollar or Thrifty trademarks will be granted by The Hertz Corporation, as well as any renewal franchise agreements previously entered into with DTG Canada.

As of December 31, 2016, DTG Canada operated 1 standalone Dollar corporate location, 2 standalone Thrifty corporate locations and 26 co-branded Dollar/Thrifty corporate locations. Also, as of December 31, 2016, DTG Canada had 1 standalone licensed Dollar location and 27 licensed Thrifty Car Rental locations, of which 20 are co-branded.

Hertz International, Ltd.

Our affiliate, Hertz International, Ltd. ("**Hertz International**") offers franchises (in a few countries, through subsidiaries) outside of the United States for businesses that rent and/or lease cars and/or trucks and has granted such franchises since the late 1950's. Hertz International was incorporated in Delaware on November 7, 1957. Its principal place of business is located at 8501 Williams Road, Estero, Florida 33928. Hertz International has never offered franchises in any other line of business. As of December 31, 2016, Hertz International's franchisees and affiliates operated rental locations in approximately 150 countries and jurisdictions.

Hertz Claim Management Corporation

Our wholly-owned subsidiary, Hertz Claim Management Corporation ("**HCM**") provides claim administration services to us and to our affiliates, Dollar and Thrifty. HCM also offers its services, to a lesser extent, to third parties, and offers its services to franchisees. These services include investigating, evaluating, negotiating and disposing of a wide variety of claims, including third-party, first-party, bodily injury, property damage, general liability and product liability, but not the underwriting of risks. HCM conducts business at five regional offices in the United States, and its principal place of business is located at 8501 Williams Road, Estero, Florida 33928.

Hertz Local Edition Corp.

Our affiliate, Hertz Local Edition Corp., began offering franchises in 1997 for businesses that rent vehicles for insurance and mechanical related vehicle replacement purposes. Its principal place of business is 8501 Williams Road, Estero, Florida 33928. Hertz Local Edition Corp. no longer offers licenses, has no licensees, and has never offered licenses or franchises in any other line of business.

Other Brands Operated by Our Parent

Our Parent and its affiliates operate the "Firefly®" brand, which was launched in Europe in March 2013. Firefly is a "deep value brand" for price conscious leisure travelers. As of December 31, 2016, there was 1 Firefly location in the United States and 193 Firefly locations internationally. Neither our Parent nor its affiliates has offered franchises under the Firefly brand in the United States. Internationally, as of December 31, 2016, there were franchised and/or corporate Firefly locations in Mexico, Costa Rica, Panama, Grand Cayman, Spain, France, Italy, Germany, Portugal, Australia, United Arab Emirates, Greece, Croatia, Iceland, Malta, Poland, Slovenia, Bulgaria, Romania, Serbia, Montenegro, Cyprus, Panama, Jamaica and New Zealand.

Our Parent has operated the "Hertz Car Sales Business®" for many years. The Hertz Car Sales Business has corporate locations in several states within the United States, sells vehicles at a fixed price, and every car sold has a 12 month/12,000 mile Limited Powertrain Warranty. Extended Service Agreements are also available at an additional cost, and financing to qualified buyers is also offered. As of December 31, 2016, our Parent operates 80 Hertz Car Sales Business locations in the United States. As of December 31, 2016, franchisees operated Hertz Car Sales Business locations in approximately 14 locations within the United States. Our Parent reserves the right to offer franchises to operate Hertz Car Sales Businesses, and may do so in the future.

Our Parent and/or its affiliates also operate Hertz "Rent2Buy®." "Hertz Rent2Buy" is a way to buy a used rental car and the program operates in 35 states in the United States and 4 European countries as of December 31, 2016. Our Parent plans to expand the program to other states. "Rent2Buy" customers have an opportunity for a three-day test rental of a vehicle in which they are interested. If the customer purchases the car, he or she is credited with up to three days of rental charges, and the purchase transaction is completed through the Internet and by mail (in those states where permitted). If the customer decides not to buy the car, the car is returned to the renting location and the transaction is treated like a standard rental. In some states, "Rent2Buy" transactions are completed at Hertz franchised locations.

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From time-to-time our Parent may offer for sale the assets of certain company-owned car renting business locations in conjunction with a Franchise Agreement for the operation of a Hertz Business (defined below) at such locations. Prospective buyers of these locations must enter into a Confidentiality Agreement (Prospective Franchisees) in order to receive information about the assets of the company-owned car renting business location being offered, a copy of which is attached to this Disclosure Document as **Exhibit B-1**.

The System and Franchise Offered

Our Parent and our affiliates conduct, and we and our affiliates license others to conduct "**Vehicle Rental Businesses**" (and each a "**Vehicle Rental Business**") that rent cars without drivers for a period of 365 days or less for (i) transient rental purposes; and (iv) insurance and mechanical related vehicle replacement purposes (including those rentals or leased cars that are billed to or reimbursed by another party or are the result of a referral for such purpose). Such Vehicle Rental Businesses are conducted (or are franchised to be conducted) under a plan or system (the "**System**"), which is identified by the "HERTZ" mark and other related Proprietary Marks (defined below) ("**Hertz Businesses**" and each, a "**Hertz Business**"). In this Disclosure Document, we may refer to your Hertz Business as "**Your Hertz Business**." The distinguishing characteristics of the System include: distinctive exterior and interior design, decor and furnishings, training and assistance, information, advice, and services relating, among other things, to methods of marketing, record keeping, reporting, advertising and sales promotion, uniform standards and specifications for equipment, a reservations service, the "Rent It Here-Leave It There" program permitting one-way rentals, the Hertz #1 Club, #1 Club Gold and the Hertz Ultimate Choice programs, and other programs and services, all of which may be changed, improved and further developed by us.

The System is identified by certain trademarks, service marks, trade names, logos, emblems and other commercial symbols, including, but not limited to, the mark HERTZ, as are now designated for use with the System and may, in the future, be designated by us in Field Bulletins or our "Rent It Here-Leave It There" Manual (the "**Manuals**") or otherwise in writing (the "**Proprietary Marks**"). We have proprietary rights to a number of trademarks used in this Disclosure Document. We have included the "®" symbol for some trademarks named in this Disclosure Document, and the lack of any such reference should not be construed as any indicator that we do not own, and will not assert our rights to, these marks to the fullest extent permitted by applicable law.

If approved by us, you will have the right to sign a Franchise Agreement for the establishment and operation of a Hertz Business within the area of responsibility designated in the Franchise Agreement (the "**Area of Responsibility**"). Your Hertz Business will be located at a site, which may be at an airport or in a location near hotels, offices and highways, at a specified address (the "**Initial Franchised Premises**") within your Area of Responsibility. The Franchise Agreement may also include a schedule describing additional Hertz Business locations that must be opened and in operation by specified dates (each of these additional location(s) and the Initial Franchised Premises will be referred to as a "**Franchised Premises**"). We also reserve the right to require you (by written notice) to open additional Hertz Business locations within your Area of Responsibility to serve customer or market demand.

Our franchisees must also participate in the Hertz Local Edition program ("**HLE Program**"), a program that was originally operated by our affiliate (Hertz Local Edition Corp.), but is now operated directly by us. Under this program, franchisees will rent vehicles primarily for insurance and mechanical related vehicle replacement purposes, which are those rentals supplied to customers as a replacement vehicle when their personal vehicle is unavailable due to necessary repairs. If applicable, the franchisee will bill the applicable insurance company, fleet company, or repair shop/dealership; alternatively, the customer may pay for the rental and submit the receipt for the rental to the insurance company for reimbursement.

After the acquisition of DTG by Hertz Holdings, we began to consider a variety of System modifications that may result in the combination of certain aspects of the Hertz, Thrifty and Dollar systems, while keeping separate other aspects of these systems. This process is continuing and ongoing. It may result in the combination of certain departments or of the services provided by those departments. It may also result in the sharing of the resources and in the combination of the responsibilities of certain personnel. This means that certain services that we may provide to you may be provided by departments or personnel who simultaneously provide the same or similar services to the franchisees and franchisees of our affiliates (including Dollar and Thrifty franchisees), company-owned vehicle or car rental and leasing businesses, and/or business systems. In addition, these services may be provided on a combined basis (including, for example, utilizing the same or shared personnel) or in conjunction with the performance of the same, similar or different services on behalf of our or our affiliates' company-owned, company-operated, licensed or franchised businesses.

In addition to operating company-owned vehicle or car rental businesses, we and our affiliates may also provide services and programs to our franchisees, and to our affiliates and franchisees, and/or their licensees and franchisees. Many of the same corporate personnel responsible for the provision of services to our licensees and franchisees are also involved in the operation of company-owned businesses and may provide services and programs not only to our licensees and franchisees, but also to us and/or our affiliates, and/or their licensees and franchisees.

Our affiliates, Dollar and Thrifty, separately offer franchises for businesses consisting of vehicle rental, leasing and parking which operate under the Dollar and Thrifty brands, respectively. The franchise offered under this Disclosure Document is for the establishment and operation of a Hertz Business only. The Dollar and Thrifty franchise offerings are made under separate franchise disclosure documents that pertain solely to those offerings. A Vehicle Rental Business operated under any mark used by us or our affiliates, including Dollar and Thrifty, other than the Proprietary Marks, is referred to as an "**Affiliate Branded Business.**"

Multiple Brand Franchising

We and our affiliates, Dollar and Thrifty, in certain markets, offer prospective and existing Hertz franchisees the opportunity to purchase from Dollar and/or Thrifty a franchise to operate a Dollar Business and/or a Thrifty Business, in the same geographic territory as Your Hertz Business. Likewise, prospective and existing franchisees of Dollar and Thrifty may be offered the opportunity to purchase from us a franchise to operate a Hertz Business in the same geographic territory as the Dollar Business and/or Thrifty Business.

If you request to operate, in addition to Your Hertz Business, a Dollar Business and/or a Thrifty Business, Dollar and/or Thrifty, as applicable, will provide you with a separate Disclosure Document which contains information about Dollar and/or Thrifty and the Dollar and/or Thrifty franchise program. If we grant you the right to have one or more multiple brand locations, you will be required to sign, in addition to the Franchise Agreement, Dollar's and/or Thrifty's then-current form of franchise agreement, and a Multiple Brand Franchising Addendum for either new franchisees (attached as **Exhibit C** to this Disclosure Document) or existing franchisees (attached as **Exhibit D** to this Disclosure Document).

The Multiple Brand Franchising Addendum addresses certain aspects of operating more than one brand, including: the use of the Thrifty marks, Dollar marks and/or Hertz Proprietary Marks; the prohibition against combining or using the Thrifty marks, Dollar marks and/or Hertz Proprietary Marks together; the cross-default of the Multiple Brand Franchising Addendum, our Franchise Agreement and the Dollar and/or Thrifty franchise agreement; the cross-collateralization and cross guarantee of obligations under our Franchise Agreement and the Dollar and/or Thrifty franchise agreement; and confidentiality.

If you operate more than one brand, you may form a separate entity to own the Dollar Business and/or Thrifty Business, but the ownership and control of the entity owning the Dollar Business and the Thrifty Business must be identical. Alternatively, the same entity may own the Thrifty Business, the Dollar Business and/or the operating rights of Your Hertz Business. However, you should be aware that certain airport authorities may require separate entities to make in-terminal bids and that certain anti-collusion requirements may be applicable.

If you operate more than one brand, you may combine certain back office functions and facilities of your Thrifty Business, your Dollar Business and/or Your Hertz Business. As to other functions and facilities, and absent express written permission from us:

- You must operate your Thrifty Business, your Dollar Business and/or Your Hertz Business from separate rental counters and separate off-airport facilities, and you may not "co-brand" in any manner.

- You must have brand-specific dedicated employees in all areas where customer contact occurs.

- You may not share counter employees across brands.

- Employees who come in contact with customers must always be uniformed in the attire of the brand they are representing and must wear authorized Thrifty, Dollar and/or Hertz uniforms and nametags, as applicable.

General Market Conditions and Competition

The Hertz Business is characterized by intense competition, including competition in price, service levels, the convenience and condition of rental locations, and the availability of quality vehicles under competitive purchase and financing or lease arrangements. Depending on the car rental market in which Your Hertz Business is located, different competitive factors could affect Your Hertz Business. Some of those factors include the following:

1. You will not receive an exclusive territory. We may use, or franchise others to use, the System and the Proprietary Marks within and outside your Area of Responsibility in connection with the sale, rental, lease or other use of the same, similar or different products and services.

2. If Your Hertz Business is located at an airport or other major transportation facility, you will have to compete at the same facility with businesses offering the same or similar services as you are offering, including Affiliate Branded Businesses.

3. Your Hertz Business may compete against other Vehicle Rental Businesses in your Area of Responsibility, including (i) franchised locations operated by our franchisees under the Proprietary Marks; (ii) company-owned locations operated by us under the Proprietary Marks; (iii) Affiliate Branded Businesses operated by our affiliates under the "Dollar," "Thrifty," and "Firefly" proprietary marks; and (iii) Affiliate Branded Businesses operated by franchisees of our affiliates under the "Dollar," "Thrifty" and "Firefly" proprietary marks. In your Area of Responsibility there may also be corporate and/or affiliate owned or licensed or franchised locations that sell vehicles including TCS locations and Hertz Car Sales Business locations.

4. As a result of the increased use of the Internet as a travel distribution channel, pricing transparency has increased. Our competitors, some of which may have access to substantial capital or may benefit from lower operating costs, may seek to compete aggressively on the basis of pricing. Such price competition may also come from the Vehicle Rental Locations described in Paragraph 3, immediately above. To the extent that you match downward competitor pricing without reducing your operating costs, it could have an adverse impact on your results of operations. To the extent that you are not willing to match or remain within a reasonable competitive margin of your competitors' pricing, it could also have an adverse impact on your results of operations, as you may lose market share.

5. In the United States, our unaffiliated principal car rental industry competitors are Avis Budget Group, Inc., which currently operates the Avis, Budget, Payless and Zipcar brands and Enterprise Holdings Inc., which operates the National Car Rental, Alamo, Enterprise Rent-A-Car, Enterprise Car Sales and Enterprise CarShare brands. Other competitors include ACE Rent a Car, Rent-a-Wreck, Sixt Car Rental, UhaulCarShare™, and other car rental and car sharing brands.

6. In your Area of Responsibility, Your Hertz Business may compete in certain customer use scenarios against certain Transportation Service Networks ("**TSNs**") (also known as Mobility Service Providers or "**MSPs**"), which services connect paying passengers with drivers who provide such passengers with transportation in the driver's non-commercial vehicle. Examples of such TSNs are: Gett, Uber, Lyft, Turo (formerly Relay Rides), Via and Wingz.

7. Historically, automobile manufacturers (primarily Chrysler, Ford and General Motors) have made fleet programs available to Vehicle Rental Business operators. These programs included a discount on the purchase price of the vehicles and/or an agreement to guarantee the residual value of the vehicles or to repurchase the vehicles under certain conditions (e.g., where the vehicle's condition, age and mileage met the manufacturer's requirements). These programs may be subject to volume and timing adjustments by the manufacturers, and in the past some manufacturers have cancelled or delayed fleet orders. For the current model year, Vehicle Rental Business operators who have existing relationships with the manufacturers may be eligible to purchase vehicles under these manufacturer fleet programs, and operators without existing relationships may not be eligible to participate in the programs.

8. We, our Parent and our affiliates, intend to continue the current practice of operating the largest U.S. airport vehicle rental markets, key U.S. leisure destinations and other selected U.S. markets, as company-owned locations, when available. We and our affiliates may also do so in smaller markets.

9. We and our affiliates continue to monitor other related lines of business for the purpose of offering separate franchises under the Proprietary Marks, or otherwise.

<u>Industry Specific Laws and Regulations</u>

The Vehicle Rental Business is heavily regulated. In addition to laws that impact businesses generally, you will be responsible for understanding and complying with federal, state and local laws, rules and ordinances that apply to Your Hertz Business. For example, federal, state and local environmental laws and regulations include, but are not limited to, requirements for registration and testing of underground storage tanks, the disposal of hazardous waste, control of service bay drainage and storm water permitting. Other laws, regulations and ordinances may affect signage, advertising, location and hours of operation, permitted ages of renters, credit policies and rental transaction surcharges assessed against the charges on the rental agreement.

In addition, the following federal and state laws apply to the car rental industry:

<u>Federal</u>

- In 2005, the Transportation Equity Act of 2005 was signed into law, which included the "**Graves Amendment**" (49 U.S.C. §30106). The Graves Amendment generally eliminates the imposition of vicarious liability – as imposed by state law – on the owner of a motor vehicle that rents or leases the vehicle to a person by reason of being the owner of the vehicle (or an affiliate of the owner) for harm to persons or property that results or arises out of the use, operation or possession of the vehicle during the rental or lease period. The pre-conditions for this elimination of vicarious liability are: (1) the owner (or an affiliate) must be engaged in the trade or business of renting or leasing vehicles; and (2) there must be no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner).

- If Your Hertz Business is located at an airport, Section 117 of The Airport and Airway Safety, Capacity, Noise Improvement, and Intermodal Transportation Act of 1992 may require you to procure a certain percentage of the products and services used in Your Hertz Business from Disadvantaged Business Enterprises ("**DBEs**").

- The federal Environmental Protection Agency requires underground storage tanks to have a method of leak detection and to be upgraded to include corrosion protection and spill and overflow controls. Otherwise, these storage tanks are to be replaced or closed.

- The U.S. Department of Transportation has issued regulations requiring motor carriers to conduct pre-employment, random, reasonable suspicion and post-accident drug and alcohol testing of employees who operate commercial vehicles, as defined in the regulations. These regulations may govern the operation of shuttle buses used to transport customers to and from airport rental locations.

- Permits and licenses may be necessary for purchasing fuel, picking up customers from an off-airport location, operating a concession on the airport and transporting customers in commercial vehicles.

- If you operate at a consolidated rental car facility at an airport, you may be subject to an agreement and consolidated facility charges covering common operations of the consolidated rental car facility, bussing of rental car customers, monorail service, maintenance and the financing of construction costs. If you elect not to participate in a consolidated rental car facility, your customers may be transported to the consolidated rental car facility, where you will then bus them to your facility, which may affect your transportation costs and levels of customer satisfaction.

- If you operate more than one brand (Hertz, Thrifty and/or Dollar), anti-collusion laws and/or airport authorities may require that you form separate entities to bid for in-terminal airport rental car concessions, and otherwise separate bidding efforts.

- You may need to provide accommodations to comply with the Americans with Disabilities Act ("**ADA**") or the Occupational Safety & Health Administration ("**OSHA**") requirements. The ADA and federal regulations require that hand controls, and other accommodations, be made available for disabled customers.

- You are required to assure and must represent and warrant to us that none of your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" are U.S. Executive Order 13224 issued by the President of the United States, the USA Patriot Act, USA Freedom Act, and all other present and future Federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. The text of the USA Freedom Act is available at https://www.congress.gov/114/plaws/publ23/PLAW-114publ23.pdf and the text of U.S. Executive Order 13224 is available at http://www.state.gov/j/ct/rls/other/des/122570.htm. You also may be required to institute policies and procedures to comply with the Executive Order.

- You must comply with all applicable laws pertaining to the privacy of consumer, employee and transactional information, including the "**Standards for Safeguarding Customer Information**," dated May 23, 2002, issued by the Federal Trade Commission (the "**Safeguards Rule**"). The Safeguards Rule applies to businesses, regardless of size, that are "significantly engaged" in providing financial products or services to consumers. This includes non-bank lenders such as car sales businesses. In addition to developing their own safeguards, covered entities are responsible for taking steps to ensure that their affiliates and service providers safeguard customer information in their care. The Safeguards Rule is posted at www.ftc.gov/privacy/glbact.

- The National Association of Attorneys General issued a final report containing guidelines and recommendations regarding car rental industry advertising and practices on March 14, 1989 ("**NAAG Guidelines**"). Although the NAAG Guidelines are not statutory or regulatory in nature, the NAAG Guidelines explain in detail how existing state laws apply to car rental advertising, the sale of collision damage waiver and other business practices of a Hertz Business.

- The Safe Rental Car Act, effective as of June 1, 2016, requires car rental companies with fleets of 35 or more rental vehicles, in the event of safety recall, to cease rental of the affected vehicles within 24 hours of receipt of the safety recall notice and to not re-rent such vehicles until the required repairs are completed. If the car rental company receives a safety recall notice covering more than 5,000 vehicles in its fleet, the car rental company must cease rental of the affected vehicles within 48 hours of receipt of the safety recall notice.

State

- Many states have laws dealing with your financial responsibility as the owner of the vehicles to be rented and the types and proofs of financial responsibility which must be maintained for the benefit of third parties injured or damages caused by the use of your owned vehicles.

- Many states regulate the sale of collision or loss damage waiver ("**CDW**" or "**LDW**"). CDW and LDW are not insurance, but an optional waiver of the renter's responsibility to pay for damage to or loss of the rented vehicle, including loss of use and any related costs and expenses resulting from collision, theft or vandalism. Typical statutes require car rental companies to disclose the terms of the waiver on the front of the rental agreement form, some statutes require disclosures as to possible duplication of coverage through the renter's automobile insurance policy or credit card coverage, regulate the content and price of the waivers, limit coverage exclusions, provide a cap on the price a rental company can charge, or define the age and driver authorized to drive the car.

- Many states have environmental protection laws and restrictions, including regulations for the methods of disposal of used oil filters, used oil and other environmentally sensitive materials, as well as laws requiring underground storage tanks to have a method of leak detection and to be upgraded to include corrosion protection and spill and overflow controls.

- State motor vehicle codes and regulations govern the title and registration of vehicles and other state laws impose property and excise taxes.

- State financial responsibility laws determine minimum automobile liability limits and priority of coverages.

- Most states have licensing requirements for car rental companies to offer ancillary optional coverages such as supplemental liability insurance and uninsured motorist protection as supplements to the rental contract.

- Certain states also have laws:

    - Requiring that vehicles only be rented to licensed drivers;
    - Prohibiting age discrimination in car rental and discrimination in renting terms;
    - Requiring availability of child seats;
    - Restricting certain surcharges and allowing for pass-through to customers – with proper disclosure – of certain airport fees and vehicle licensing fees;
    - Restricting certain rental requirements for cash customers;
    - Requiring primary insurance liability for third party claims;
    - Requiring limited licensing for the retail sale of insurance products;
    - Permitting immobilization or seizure of vehicles for certain actions associated with felonies, drug dealing, soliciting prostitution or other criminal acts and unlicensed commercial use;
    - Requiring certain disclosures to be made on vehicle rental agreements and/or in connection with vehicle rental advertisings;
    - Prohibiting electronic surveillance of rental vehicles for the purposes of imposing penalties for contract violations or restricting such electronic surveillance; and
    - Regulating the rental and leasing of vehicles to schools for the transportation of schoolchildren.

Local and Municipal

- Certain local governmental and municipal authorities may have vehicle registration and tax laws applying to the car rental industry and may impose or require collection of surcharges.

- Certain local governmental and municipal authorities may have parking ticket laws and moving traffic violation laws holding the registered owner and not the renter or operator responsible for fines, penalties and interest.

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The preceding description is not exhaustive, and you should consult with your attorney for a full understanding of the laws, rules, regulations and ordinances that may apply to the operation of Your Hertz Business.

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ITEM 2
BUSINESS EXPERIENCE

Unless otherwise specified, the location of each employee is Estero, Florida.

Kathryn V. Marinello
Director, President and Chief Executive Officer – The Hertz Corporation

Ms. Marinello has served as the Director, President and Chief Executive Officer of The Hertz Corporation since January 2017. From March 2014 to January 2017, Ms. Marinello served as Senior Advisor at Ares Management in Los Angeles, California. From 2010 to March 2014, Ms. Marinello served as Chairman, President and Chief Executive Officer of Stream Global Services, Inc. in Egan, Michigan. Ms. Marinello is an independent director of AB Volvo and a member of the Supervisory Board at The Nielsen Company B.V.

Thomas C. Kennedy
Director and Vice President, Finance

Mr. Kennedy has served as our Director and Vice President, Finance since March 2014. Mr. Kennedy has also served as the Senior Executive Vice President and Chief Financial Officer of The Hertz Corporation since December 2013. Mr. Kennedy has served as President and Director of Dollar, Thrifty and TCS since March 2014. Prior to that, Mr. Kennedy served as Chief Financial Officer and Executive Vice President of Hilton Worldwide Holdings Inc. (formerly Hilton Worldwide, Inc.) from 2008 to 2013.

Tyler A. Best
Executive Vice President and Chief Information Officer – The Hertz Corporation

Mr. Best has served as the Executive Vice President and Chief Information Officer of The Hertz Corporation since January 2015. Mr. Best previously served as Chief Information Officer of YP (formerly Yellow Pages) from November 2012 to December 2014. From March 2012 to November 2012, Mr. Best was an independent consultant providing Cerberus Capital Management (a New York-based private equity firm) with information technology support services.

Alexandria Marren
Director and Vice President

Ms. Marren has served as our Director and Vice President since November 2015. Ms. Marren also serves as the Executive Vice President, North American Rental Car Operations for The Hertz Corporation, and has held that position since August 2015. In addition, Ms. Marren has served as Vice President of Dollar and Thrifty since November 2015. Ms. Marren previously served as Chief Operating Officer of ExpressJet Airlines, Inc., part of SkyWest Inc. from 2014 to

2015. Ms. Marren also served as Senior Vice President at United Airlines and United Express from 2008 to 2013.

Michel Taride
Vice President

Mr. Taride was named a Vice President of Hertz in September 2013. Mr. Taride has also served as Group President, Rent A Car International for The Hertz Corporation since January 2010. Mr. Taride performs his duties in Uxbridge, United Kingdom.

Robert J. Stuart
Executive Vice President, Global Sales and Marketing –The Hertz Corporation

Mr. Stuart has served as the Executive Vice President, Global Sales and Marketing, for us and for The Hertz Corporation since December 2007.

Scott Massengill
Vice President and Treasurer

Mr. Massengill has served as our Vice President and Treasurer since September 2008. Mr. Massengill also has served as Vice President and Treasurer of Dollar and TCS since August 2008, and of Thrifty since September 2008. He was elected Senior Vice President and Treasurer of The Hertz Corporation in March 2013. Mr. Massengill performs his duties in Park Ridge, New Jersey and Estero, Florida.

Darren Arrington
Senior Vice President, Fleet Operations – The Hertz Corporation

Mr. Arrington has served as Senior Vice President, Fleet Operations of The Hertz Corporation since November 2013. Mr. Arrington has also served as a Vice President of Dollar since January 2012 and a Vice President of Thrifty since November 2012. Mr. Arrington served as our Vice President of Revenue Management from April 2013 to November 2013.

Robert M. Barton
Vice President

Mr. Barton has served as our Vice President since November 2013. Mr. Barton has also served as Senior Vice President of Global Franchise Operations of The Hertz Corporation since January 2016. Since November 2013, he has also served as Vice President Thrifty, TCS, Thrifty, LLC, Dollar and DTAG Canada, and Vice President of Hertz International, Ltd. and Hertz Local Edition Corp. Mr. Barton served as Vice President, Franchise Operations and Leisure Brands, RAC Americas for The Hertz Corporation from November 2013 to December 2015. From July 2004 to November 2013, Mr. Barton served as President and Chief Operating Officer of Franchise Services of North America, Inc. in Jackson, Mississippi.

Richard Frecker
Vice President, General Counsel and Secretary

Mr. Frecker has served as our Vice President, General Counsel and Secretary since July 2016. Mr. Frecker also serves as Executive Vice President, General Counsel and Secretary of The Hertz Corporation and Thrifty, and as Director, Vice President, General Counsel and Secretary of Dollar, and has held those roles since July 2016. From April 2016 to July 2016, Mr. Frecker served as Senior Vice President and Acting General Counsel for us, The Hertz Corporation, Dollar and Thrifty. From 2008 until April 2016, Mr. Frecker served as Vice President and Deputy General Counsel for us, Dollar and Thrifty. For The Hertz Corporation, Mr. Frecker served as Vice President, Deputy General Counsel from March 2013 to April 2016 and Associate General Counsel from March 2011 to March 2013.

John A. England
Director, Licensee Rate Management – The Hertz Corporation

Mr. England became the Director of Licensee Rate Management for The Hertz Corporation in June 2013. From August 2003 to June 2013, Mr. England was Manager, Licensee Rate Management for DTG. Mr. England performs his duties in Tulsa, Oklahoma.

John Frankenberger
Senior Director, Franchise Operations – The Hertz Corporation

Mr. Frankenberger became the Senior Director of Franchise Operations for The Hertz Corporation in January 2016. From August 2015 to January 2016, Mr. Frankenberger served as Manager – Franchise Operations for The Hertz Corporation, and from November 2012 to August 2015, he served as a Region General Manager – Leisure Brands for The Hertz Corporation, with both positions in Las Vegas, Nevada. From May 2007 to November 2012, Mr. Frankenberger served as Southwest Area Director for DTG.

Adeel R. Khulsai
Manager, Financial Analysis – The Hertz Corporation

Mr. Khulsai has served as a Manager, Financial Analysis for The Hertz Corporation since June 2016. From August 2010 to June 2016, Mr. Khulsai worked in several roles at United Airlines located in Chicago, Illinois, with the most recent being Manager, Finance.

Janet DiBerardine
Senior Franchise Operations Manager, North America – The Hertz Corporation

Ms. DiBerardine became Senior Franchise Operations Manager of The Hertz Corporation in January 2014. From May 2012 to January 2014, Ms. Di Berardine was Senior Franchise Operations Manager for Hertz. From August 1996 to May 2012, Ms. DiBerardine was Manager, Eastern Franchise Operations. Ms. DiBerardine is located in Philadelphia, Pennsylvania.

Matthew Potalivo
Assistant General Counsel and Assistant Secretary – The Hertz Corporation

Mr. Potalivo has served as Assistant Secretary for The Hertz Corporation since July 2014 and as Assistant General Counsel since March 2017. From July 2014 to March 2017, Mr. Potalivo served as Senior Corporate Counsel for The Hertz Corporation. From September 2005 to July 2014, Mr. Potalivo was an Associate with Ballard Spahr LLP in Philadelphia, PA.

Jeff Fuhrman
Senior Manager, Franchise Operations and Development – The Hertz Corporation

Mr. Fuhrman became Senior Manager, Franchise Operations and Development of The Hertz Corporation in January 2014. From February 2011 to January 2014, Mr. Fuhrman served as the Senior Manager, DTG Global Franchise Operations & Development. Mr. Fuhrman is and has been located in Tulsa, Oklahoma for all positions.

Michael J. Diederich
Director, Franchise Operations – The Hertz Corporation

Mr. Diederich became Director, Franchise Operations for The Hertz Corporation in April 2016. Prior to that, Mr. Diederich was Manager, Central Franchise Operations, North America for The Hertz Corporation from January 2014 to March 2016. From June 2011 to January 2014, Mr. Diederich was our Manager, Central Franchise Operations. Mr. Diederich is located in Des Plaines, Illinois.

Joel Rosenberg
Manager, Franchise Sales and Business Development – The Hertz Corporation

Mr. Rosenberg became Manager, Franchise Sales and Business Development for The Hertz Corporation in April 2016. From August 2011 to November 2015, Mr. Rosenberg served as Regional Director for Heits Building Services of Central and Northern New Jersey located in Clark, New Jersey.

Wimberly Smith
Manager, Franchise Operations – The Hertz Corporation

Ms. Smith became Manager, Franchise Operations for The Hertz Corporation in April 2016. From July 2015 to April 2016, Ms. Smith was an Internal Auditor for the Hertz Corporation. From January 2010 to June 2015, Ms. Smith was President and Chief Financial Officer of Smith 4orce, LLC.

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ITEM 3
LITIGATION

Pending Actions – Hertz

None.

Prior Actions – Hertz

None.

Pending Actions – Parent Entities (The Hertz Corporation, Hertz Global Holdings, Inc., Hertz Investors, Inc. and subsidiaries)

1. Vizant Technologies, LLC v. Hertz Global, Inc., The Hertz Corporation, Hertz Australia PTY Ltd., Hertz New Zealand, and Car Rental Systems Do Brasil (Case No. 17202265-3) pending in the Superior Court of the State of Washington, in and for the Court of Spokane. On June 9, 2017, Plaintiff filed a lawsuit against Defendants The Hertz Corporation and certain affiliates alleging, among other claims, breach of contract, statutory and tort claims, unjust enrichment and fraud relating to payment processing consulting services provided by Plaintiff in Australia, New Zealand and Brazil. Specifically, Plaintiff alleges that Defendants failed to pay Plaintiff for the consulting services and committed other payment obligation-related breaches, and improperly shared Plaintiff's services with other Hertz affiliates. Hertz intends to defend the matter vigorously.

2. Moses Oliva and David Claassen v. The Hertz Corporation (Case No. 17CV1083 BAS NLS) pending in the United States District Court for the Southern District of California. On May 25, 2017, Plaintiffs, on behalf of themselves and all other similarly situated Hertz Gold Plus members, filed suit against The Hertz Corporation, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, unlawful, unfair and fraudulent practices in violation of the California Business and Professions Code, and conversion. Plaintiffs allege that Hertz breached the terms of the Hertz Gold Plus program and defrauded Gold Plus members by charging excessive administrative fees in connection with unpaid tolls. Plaintiffs seek an unspecified amount of damages, treble damages, attorneys' fees and an injunction ordering Hertz to stop charging the administrative fees. Hertz intends to vigorously defend against the claims asserted.

3. People of the State of California (acting by and through San Francisco City Attorney Dennis J. Herrera) v. The Hertz Corporation, American Traffic Solutions, Inc., ATS Processing Services, L.L.C., American Traffic Solutions Consolidated, L.L.C., and PlatePass, L.L.C. (Case No. CGC-17-557336) filed in the Superior Court of the State of California, County of San Francisco. On March 1, 2017, the City of San Francisco filed suit against Hertz and American Traffic Solutions, Inc. alleging that both entities fraudulently and deceptively induced Hertz customers who drive across the Golden Gate Bridge in San Francisco to purchase PlatePass. These actions were purportedly undertaken without proper disclosure and without customer consent. Hertz intends to vigorously defend against the claims asserted.

4. Mark Stich and Kristina Stich vs. The Hertz Corporation d/b/a Hertz Car Sales (Case No. 17CV305776) filed in the Superior Court of the State of California, County of Santa Clara. In January 2017, Plaintiff filed a civil action alleging violation of the Consumers Legal Remedies Act, Civil Code § 1750 *et seq.*, violations of Cal. Bus. & Prf. Code §§ 17200, *et seq.*, common law fraud, breach of the Implied Warranty of Merchantability (California Commercial Code §2314), and violation of the Song-Beverly Consumer Warranty Act for Breach of Express Warranty and Implied Warranty of Merchantability (California Civil Code §§ 1791.1, 1791.2, 1792 and 1793.2(D)), relating to an alleged lack of disclosure in connection with the sale of a vehicle plaintiffs allege was previously in an accident and suffered structural damage. Hertz intends to vigorously defend these claims.

5. Dawn Cooks, et al. v. The Hertz Corporation (Case No. 3:15-cv-00652-NJR-PME) pending in the United States District Court for the Southern District of Illinois. On May 1, 2015, Plaintiff, on behalf of herself and all other similarly situated Hertz customers, filed suit in the Circuit Court, St. Clair County, Illinois, related to certain energy surcharges and vehicle license cost recovery fees charged by Hertz. Hertz removed the case to the United States District Court. Hertz moved to compel arbitration and dismiss the complaint. On August 5, 2015, Plaintiff filed an amended complaint alleging violations of the Illinois Consumer Fraud Act and the Missouri Merchandising Practices Act in connection with the surcharges and fees. Plaintiff seeks actual and punitive damages, attorneys' fees, an injunction against the continued imposition of the charges, and a declaration that the arbitration provision in the rental agreement is unconscionable. In August 2015, Plaintiff filed an amended complaint and Hertz filed motions (i) to compel arbitration of Plaintiff's claims, and (ii) to dismiss those claims. In an order issued on April 20, 2016, the Court granted Hertz's Motion to Compel Arbitration as to Dawn Cooks, but the motion was denied as to the three (3) remaining Plaintiffs. On January 20, 2017, Plaintiffs filed their Second Amended Complaint which significantly expanded the scope of the lawsuit. Two (2) of the former class Plaintiffs were dropped and a new Plaintiff, Dan Roehrs, was added. Illinois, Missouri, California, Colorado, Georgia and Michigan were added under the vehicle license fee allegations. On February 24, 2017, Hertz filed a Motion to Dismiss the Second Amended Complaint, along with a Motion to Compel Arbitration as to Dan Roehrs. Hertz intends to vigorously defend against the claims asserted.

6. Jenhanco, Inc. v. The Hertz Corporation, et al. (Case No. 2:15-cv-04191-ODW) pending in the United States District Court of the Central District of California. On April 23, 2015, Plaintiff, a Dollar licensee at the Salt Lake City airport, filed suit against Hertz Global Holdings, Inc. and The Hertz Corporation in the Superior Court of California, County of Los Angeles (Case No. BC579568). The Hertz defendants removed the case to the United States District Court. Plaintiff filed an amended complaint adding as defendants Dollar Rent A Car, Inc. and Dollar Thrifty Automotive Group, Inc. (collectively referred to with The Hertz Corporation in this summary as "**Hertz**") and subsequently dismissed without prejudice Hertz Global Holdings, Inc. Plaintiff alleges breach of contract, breach of the covenant of good faith and fair dealing, promissory fraud, tortious interference with prospective economic relations and tortious interference with contract in connection with Hertz's acquisition of an existing Thrifty Car Rental location at the Salt Lake City airport and the subsequent bidding of the Thrifty and

Firefly brands by Hertz at the airport. Plaintiff alleges that it should have been given the opportunity to acquire the Thrifty Car Rental location, to dual brand the Dollar and Thrifty brands at the airport and to acquire the Firefly concession at the airport. Plaintiff also alleges that Hertz failed to adequately support it. Plaintiff seeks injunctive relief requiring Hertz to grant Plaintiff the right to acquire the Thrifty and Firefly concessions at the airport. Plaintiff also seeks an unspecified amount of damages, lost profits, restitution, punitive damages, costs and interest. The court denied a motion by Plaintiff to remand the matter to the Superior Court. The court also denied a subsequent motion by the plaintiff for reconsideration of the order denying the motion to remand. On December 15, 2016, the court denied both parties' Cross-Motions for Partial Summary Judgement. The parties are currently engaged in discovery. Hertz intends to vigorously defend against Plaintiff's claims.

7. Robert Spotswood v. The Hertz Corporation (Case No. 2:15-cv-03518 (ES/MAH)) pending in the United States District Court for the District of New Jersey. On April 6, 2015, Plaintiff, on behalf of himself and all other similarly situated Hertz customers, filed suit in the Superior Court of New Jersey, Bergen County (Case No. L-3190-15). Hertz removed the case to the United States District Court. Plaintiff alleges breach of contract, violations of the New Jersey Consumer Fraud Act, injunctive relief, and unjust enrichment in connection with certain fees imposed by Hertz on rental car customers who suffer loss or damages to rental vehicles. Plaintiff seeks an unspecified amount of damages, an injunction against the continued imposition of the fees and attorneys' fees. On June 26, 2015, Hertz moved to dismiss Plaintiff's claims for violation of the New Jersey Consumer Fraud Act and for injunctive relief. In October 2015, the court granted a motion by Hertz to transfer venue to the United States District Court for the District of Maryland. In November 2016, the court ruled on Hertz's Motion to Dismiss the Amended Complaint – granting the motion in part and denying the motion in part. The court's order dismissed the Plaintiff's Maryland consumer fraud statutory claim, the negligent misrepresentation claim and the unjust enrichment claim, and denied the motion as the Plaintiff's single remaining claim – breach of contract. The parties are currently engaged in discovery. Hertz intends to vigorously defend against Plaintiff's claims.

8. Daniel Margulis v. The Hertz Corporation (Case No. 2:14-CV-01209-WJM-MF) filed in the United States District Court for the District of New Jersey. On February 25, 2014, Plaintiff, on behalf of himself and all other similarly situated Hertz customers, filed a class action complaint against The Hertz Corporation, alleging breach of contract, violation of the New Jersey Consumer Fraud Act, unjust enrichment and fraud related to currency conversion fees charged to Hertz customers renting vehicles abroad. Plaintiff alleges that Hertz engaged in deceptive and fraudulent practices by charging allegedly unauthorized and inflated currency conversion fees in connection with the conversion of credit card charges for foreign vehicle rentals into United States currency. Plaintiff seeks an unspecified amount of compensatory and statutory damages, attorneys' fees and an injunction against continued violation of the New Jersey Consumer Fraud Act. Hertz filed an answer and affirmative defenses in June 2014. Thereafter, in August 2014, Hertz filed a Motion to Dismiss for failure to include indispensable parties – Hertz UK and Hertz Italiana. On April 30, 2015, the judge denied the motion. Discovery proceeded, and the parties engaged in mediation in March 2016, which was

unsuccessful. Discovery continues, and Hertz anticipates filing of a Motion for Summary Judgment in the near future.

9. John Ellis v. The Hertz Corporation, et al. (Case No. 13-CA-015274) filed in the Circuit Court for the Thirteenth Judicial Circuit, Hillsborough County, Florida. On December 18, 2013, Plaintiff on behalf of himself and all other similarly situated customers, filed a class action complaint against The Hertz Corporation and Dollar Thrifty Automotive Group, Inc. ("**DTG**") (collectively referred to in this summary as "**Defendants**"), alleging violations of the Florida Deceptive and Unfair Trade Practices Act and unjust enrichment related to pre-paid fuel charges. Plaintiff alleges that DTG overcharges customers for pre-paid fuel by billing for an amount of fuel greater than the fuel tank capacity of the rental vehicles. Plaintiff seeks compensatory damages, injunctive and declaratory relief and attorneys' fees. In July 2014, Defendants filed an answer and affirmative defenses. As of February 2016, the parties are discussing a possible resolution to this matter. If a resolution is not reached, Defendants intend to vigorously defend against Plaintiff's claims.

10. Pedro Ramirez v. Hertz Global Holdings, Inc., et al. (Case No. 2:13-CV-07050-SRC-CLW) filed in the United States District Court for the District of New Jersey. On November 20, 2013, Plaintiff, on behalf of himself and all others similarly situated, filed a class action complaint against Hertz Global Holdings, Inc., and Mark Frissora and Elyse Douglas (collectively referred to in this summary as "**Defendants**"), alleging violations of federal securities laws in connection with Hertz common stock purchased between February 25, 2013 and November 4, 2013. Plaintiff alleges that Defendants withheld information from the public regarding airport market shares losses, the value of the Hertz fleet and disputes with the new owners of Advantage. Plaintiff seeks an unspecified amount of damages, as well as costs and expenses. On May 7, 2014, an amended complaint was filed, alleging violations of the securities laws in connection with purchases of Hertz stock between the shortened period of March 4, 2013 and September 25, 2013. Defendants moved to dismiss, and on October 8, 2014, the court dismissed the amended complaint without prejudice. On November 7, 2014, a second amended complaint was filed, shortening the putative class period of May 18, 2013 and September 25, 2013. On December 19, 2014, Defendants moved to dismiss the second amended complaint. On July 22, 2015, the second amended complaint was dismissed. On August 21, 2015, Plaintiff filed a third amended complaint, expanding the putative class to purchasers during the period from February 14, 2013 to July 16, 2015, and adding as defendants Thomas Kennedy, David Rosenberg and Jatindar Kapur. Defendants' again moved to dismiss and Plaintiff sought leave to file a fourth amended complaint. The court granted the motion and on March 3, 2016, Plaintiff filed the fourth amended complaint to which Plaintiff filed its opposition on May 6, 2016. On June 13, 2016, Hertz Holdings and the individual defendants filed their reply briefs in support of their motions to dismiss. Defendants intend to vigorously defend against the claims asserted.

11. Enrico Moretti v. The Hertz Corporation, et al. (Case No. 1:14-cv-00469-LPS) pending in the United States District Court for the District of Delaware. On May 24, 2013, Plaintiff, on behalf of himself and all other similarly situated consumers, filed in the Superior Court of California, San Francisco (Case No. CGC-13-531701), a class action complaint against The Hertz Corporation and Hertz Global Holdings, Inc., Dollar Thrifty Automotive Group, Inc. and Hotwire, Inc. (collectively referred to in this summary as "**Defendants**"), alleging false

advertising, violations of the California Consumer Legal Remedies Act, unfair business practices and fraud, deceit and/or misrepresentation. Plaintiff alleges that Defendants charge undisclosed arbitrary and inflated exchange rates on rentals made in the United States and completed in Mexico. Plaintiff also alleges that Defendants fail to disclose that insurance advertised and sold as optional is mandatory. Plaintiff seeks an unspecified amount of actual and compensatory damages, punitive damages, restitution, injunctive relief and attorneys' fees. On June 27, 2013, the case was removed to the United States District Court for the Northern District of California (Case No. 3:13-cv-02972-JSW). In August 2013, Defendants moved to transfer the case to the United States District Court for the District of Delaware. That motion was granted in April of 2014. In April 2015, Plaintiff filed a second amended complaint. In May 2015, The Hertz Corporation and Hertz Global Holdings, Inc., and Dollar Thrifty Automotive Group, Inc. filed a motion to dismiss based on Plaintiff's failure to bring Thrifty's licensee in Mexico into the litigation as a necessary party. The court denied the Dollar-Thrifty and Hertz defendants' Motion to Dismiss on March 29, 2016. The court is providing Plaintiff with an opportunity to amend his pleadings. Defendants intend to vigorously defend against the claims asserted.

12. Janet Sobel, Daniel Dugan, PhD. and Lydia Lee, individually and on behalf of all others similarly situated v. The Hertz Corporation and Enterprise Rent-A-Car Company (Case No. 3:06-cv-00545-LRH) filed in the United States District Court for the District of Nevada on October 13, 2006. Enterprise is now a defendant in a separate action and is no longer a defendant in this case, which purports to be a nationwide class action on behalf of all persons who rented cars from Hertz at airports in Nevada and were separately charged airport concession recovery fees by Hertz as part of their rental charges. In the complaint, Plaintiffs seek an unspecified amount of compensatory damages, restitution of any charges found to be improper and an injunction prohibiting Hertz from quoting or charging those airport fees that are alleged not to be allowed by Nevada law. The complaint also seeks attorneys' fees and costs. In 2010, the parties engaged in mediation which resulted in a proposed settlement. Although the court tentatively approved the settlement in November 2010, the court denied Plaintiffs' motion for final approval of the proposed settlement in May 2011. Following additional activity in the case, in March 2013, the court granted, in part, Plaintiffs' motion for partial summary judgment with respect to restitution and granted Plaintiffs' motion for class certification, while denying Hertz's motion for partial summary judgment. The court further indicated that Plaintiffs are entitled to prejudgment interest from the date of Plaintiffs' first amended complaint. After further proceedings on notice and who pays for notice, in October 2014, the court issued a final appealable order awarding restitution in the amount of $42,321,890 to the class, $11,115,583 in prejudgment interest and attorneys' fees of $3,100,000 to be paid from the restitution fund and an additional $3,100,000 to be paid by Hertz. In November 2014, Hertz filed its notice of appeal with the United States Court of Appeals for the Ninth Circuit (Case No. 14-17349) and Plaintiffs filed a notice of cross-appeal, seeking to appeal the court's decision that Hertz did not violate the Nevada Deceptive Trade Practice Act. Following briefing and oral argument, on January 5, 2017, the Ninth Circuit issued an opinion reversing the District Court's holdings on liability and remedy and vacating the judgment. The Ninth Circuit also rejected plaintiffs' cross-appeal, finding that Hertz's actions were not deceptive or misleading. On January 19, 2017, plaintiffs asked the entire Ninth Circuit, sitting *en banc*, to rehear the appeal. That petition was rejected on February 15, 2017. Plaintiffs have an opportunity to petition the United States Supreme Court to review the Ninth Circuit's decision in favor of Hertz.

Pending Actions – Actions Brought By Parent

1. The Hertz Corporation v. Art Shaban, individually, and d/b/a Westheimer Paint & Body, Inc. (Case No. 1074604) filed in the County Civil Court of Harris County, Texas. The Hertz Corporation filed suit on March 7, 2016 seeking to stop defendant from continuing to operate a Hertz-branded rental business in Houston, Texas after the termination of the agency agreement. Defendant filed a counterclaim alleging, inter alia, fraudulent failure to pay hundreds of thousands of dollars in commissions. On March 10, 2017, the court denied Defendant's first attempt to transfer the case to the District Court of Harris County. Defendant has since filed a separate suit in the District Court of Harris County (Case No. 2017-17893). The suit replicates the Harris County Civil Court counterclaim and includes a corresponding motion to transfer and consolidate the underlying action brought by Hertz in the Harris County Civil Court. Hertz intends to vigorously defend against the claims asserted.

2. Dollar Rent A Car, Inc., Thrifty Rent-A-Car System, Inc., and The Hertz Corporation v. Westover Car Rental, LLC, Philip R. Mooar, and Carl P. Paladino (Case No. 2:16-cv-00363-JES-CM) filed in the (U.S. District Court for the Middle District of Florida). On May 12, 2016, The Hertz Corporation, Dollar Rent A Car, Inc. and Thrifty Rent-A-Car System, Inc. filed suit against Westover Car Rental, LLC ("Westover"), a former Dollar and Thrifty licensee in New York, and several individuals associated with Westover alleging breach of contract in connection with the default and termination of Westover's Dollar and Thrifty license agreements, as well as personal guarantees and a vehicle purchase agreement. Hertz seeks to recover amounts owed under the license agreements and personal guarantees, damages caused by the cancellation of vehicle purchase orders pursuant to the vehicle purchase agreement and declaratory relief as to post-termination obligations under the license agreements.

On December 20, 2016, Westover and the other defendants filed an Amended Motion to Transfer Venue to the Western District of New York, Buffalo Division. On January 31, 2017, Hertz filed an opposition to the motion.

Prior Actions – Parent Entities (The Hertz Corporation, Hertz Investors, Inc. and Hertz Global Holdings, Inc.)

1. Robert Abrams, et al., v. The Hertz Corporation (Index No. 44481/88) filed in the Supreme Court of New York in and for the county of New York on July 21, 1988. The action was instituted by Attorneys General of New York, Iowa, Kansas, Massachusetts, Missouri, and Texas and alleged violations of the consumer protection statutes of their respective states with regard to the manner in which certain former Hertz employees formally documented claims asserted against customers and third parties for physical damages to rented Hertz vehicles. The Attorneys General sought an order: (i) enjoining The Hertz Corporation from asserting such claims against customers and third parties; (ii) directing The Hertz Corporation to make restitution to persons from whom it recovered amounts for repair of physical damage to its vehicles in excess of the actual cost of repairs, in the amount of such excess; (iii) directing The Hertz Corporation to refund certain administrative fees collected by The Hertz Corporation; and (iv) directing The Hertz Corporation to pay the six named Attorneys General $15,000 each for

their costs. On August 4, 1988, the court entered a Final Consent Judgment, based upon a stipulation and consent of the parties, under which The Hertz Corporation entered into a related consent agreement with the six named Attorneys General, and Attorneys General from 35 other states and one territory that also approved the terms of the final consent agreement. Although under the Final Consent Judgment the court made no findings of fact or rulings of law that The Hertz Corporation, or any of its officers, directors or employees, violated any law (and nor was there any admission of liability for violation of any law), The Hertz Corporation nonetheless consented to a judgment under which The Hertz Corporation: (i) is prohibited from asserting or collecting any claim for physical damage to its vehicles for more than the estimated actual cost of repair including all anticipated discounts or price reductions; (ii) refunded to all persons any excess of the amount The Hertz Corporation recovered from such persons for repair to its vehicles over the amount of its actual costs; (iii) refunded certain administrative fees collected; and (iv) paid the six named Attorneys General $15,000 each for their costs. The Hertz Corporation also agreed to modify the manner in which Hertz documents and processes claims for physical damage to its vehicles.

2. Ryan King, et. al. v. The Hertz Corporation (CV 09 705526) was commenced in the Court of Common Pleas, Cuyahoga County, Ohio, on October 16, 2009. Plaintiff purported to bring a class action on behalf of persons who were incorrectly charged a "Fuel and Service" fee upon return of a vehicle rented from The Hertz Corporation with at least as much fuel in the vehicle as when the customer received it. The complaint alleged separate causes of action for unjust enrichment, breach of contract, and fraud. Plaintiff sought certification to proceed as a class, compensatory and punitive damages, reasonable costs and attorneys' fees. The Hertz Corporation removed the case to the United States District Court for the Northern District of Ohio (Eastern Division) as Ryan v. The Hertz Corporation (1:09CV02674) on November 16, 2009, and on December 11, 2009, filed a motion to dismiss the case. In April 2011, the trial judge dismissed the causes of action for unjust enrichment and fraud, but did not dismiss the cause of action for breach of contract. On April 7, 2011, and on March 21, 2012, Plaintiff filed motions for leave to file amended complaints, which sought to reinstate the fraud claim. The Hertz Corporation opposed the motions. The parties then entered into a settlement agreement, which included no admission of liability, and pursuant to which The Hertz Corporation paid $15,000. The court then entered an order dismissing the action on May 31, 2012, and Plaintiff filed a joint stipulation of dismissal with prejudice on June 7, 2012.

3. Michael Shames, Gary Gramkow, on behalf of themselves and on behalf of all persons similarly situated v. The Hertz Corporation, Dollar Thrifty Automotive Group, Inc., Avis Budget Group, Inc., Vanguard Car Rental USA, Inc., Enterprise Rent-A-Car Company, Fox Rent A Car, Inc., Coast Leasing Corp., The California Travel and Tourism Commission, and Caroline Beteta (3:07-cv-02174) was commenced in the United States District Court for the Southern District of California on November 14, 2007. Shames purports to be a class action brought on behalf of all individuals or entities that purchased rental car services from a defendant at a California airport after January 1, 2007. The amended complaint alleges that the defendants agreed to charge consumers a 2.5% California tourism assessment, and not to compete amongst each other with respect to this assessment, while misrepresenting that this assessment is owed by consumers, rather than the rental car defendants, to the California Travel and Tourism

Commission, or the "**CTTC.**" The amended complaint also alleged that defendants agreed to pass through to consumers a fee known as the Airport Concession Fee, which fee had previously been required to be included in the rental car defendants' individual base rates, without reducing their base rates. Based on these allegations, the amended complaint asserted violations of 15 U.S.C. § 1 and California's Unfair Competition Law, False Advertising Law and Consumers Legal Remedies Act, and seeks treble damages, disgorgement, injunctive relief, interest, attorneys' fees, and costs. In July 2008, the court dismissed all claims except for the federal antitrust claim against the rental car defendants. In May 2012, the court issued an order preliminarily approving the settlement of this action; certifying a settlement class; certifying a class representative and lead counsel; and providing for class notice. In October 2012, the court held a final approval hearing. In November 2012, the court issued an order of final approval of the settlement of this action. The approved settlement includes the election by plaintiffs of an option for a cash payment of the greater of $5.00 or $2.00 per day for each day that an applicable rental was made from a rental car defendant, or a voucher redeemable for free time and mileage for car rentals. In addition, the rental car defendants agreed to pay attorneys' fees and expenses, and to pay the representative plaintiff $2,000 plus interest. On November 20, 2013, as a result of the settlement, free-day rental vouchers and cash claims totaling $422,522 were mailed to Hertz class members and free-day rental vouchers and cash claims totaling lesser amounts were mailed to Dollar and Thrifty Car Rental class members. An order of dismissal was entered by the court on November 5, 2012.

4. Susan Doherty, on behalf of herself, and all others similarly situated v. The Hertz Corporation, American Traffic Solutions, Inc. and PlatePass, LLC (Case No. 1:10-cv-00359-NLH-KMW) filed in the New Jersey Superior Court in December 2009. Defendants removed the case to the United States District Court for the District of New Jersey. Plaintiff filed an amended complaint in March 2010. Through the amended complaint, Plaintiff sought to represent two classes: (1) "all persons who rented a vehicle from Hertz and were charged tolls or administrative fees by ATS and/or PlatePass from September 23, 2003 and the date judgment enters in this case"; and (2) "all persons who rented a Hertz vehicle in New Jersey and were charged tolls or administrative fees by ATS and/or PlatePass from September 23, 2003 and the date judgment enters in this case." The amended complaint alleged that defendants charged certain Hertz rental car customers administrative fees for the use of PlatePass, an electronic toll payment service, and toll charges greater than those charged to the rental vehicle, allegedly without adequately disclosing either. Based on these allegations, the amended complaint alleged claims for breach of contract, unjust enrichment and conversion on behalf of the putative national class, consumer fraud in violation of N.J.S.A. 56:8-1 *et seq.*, and civil conspiracy. The amended complaint sought actual, consequential, punitive and treble damages; disgorgement; attorneys' fees and costs; and injunctive relief. Subsequently, the court consolidated the case and the Simonson case discussed below in Susan Doherty and Dwight Simonson, on behalf of themselves and all others similar situated v. The Hertz Corporation, American Traffic Solutions, Inc., and PlatePass LLC (1:10-cv-00359-NLH-KMW). On July 27, 2011, Plaintiffs filed a consolidated complaint seeking to represent a nationwide class of "[a]ll natural persons and business entities who rented vehicles enabled with PlatePass from any rental store location owned or operated by Hertz or its licensees who were charged administrative fees in connection therewith." The consolidated complaint alleged claims for breach of contract, consumer fraud in

violation of N.J.S.A. 56:8-1 *et seq*., unjust enrichment, conversion and civil conspiracy. Plaintiffs sought injunctive relief; actual, consequential, punitive and treble damages; and their attorneys' fees. The parties entered into a settlement agreement on May 29, 2013. Pursuant to an Order dated June 25, 2014, the settlement was approved by the court. The settlement included the establishment of a $11,004.000 fund to pay claims of class members, as well as the payment by Defendants of attorneys' fees of $3,026,000, costs of $100,000 and $5,000 each to the two representative plaintiffs. On June 26, 2014, the case was closed by the court.

5. Dwight Simonson, individually and on behalf of all others similarly situated v. The Hertz Corporation, American Traffic Solutions, Inc. and PlatePass LLC (Case No. 1:10-cv-01585-NLH-KMW) filed in the United States District Court for the District of New Jersey in March 2010. Through the complaint, plaintiff sought to represent a class of "[a]ll natural persons and business entities who rented vehicles enabled with PlatePass from any rental store location owned or operated by Hertz or its licensees and who were charged administrative fees in connection therewith . . ." The complaint alleged that defendants charged certain Hertz rental car customers administrative fees for the use of PlatePass, an electronic toll payment service, allegedly without adequately disclosing that such fees would be charged. The complaint alleged claims for breach of contract, unjust enrichment and consumer fraud in violation of N.J.S.A. 56:8-1 *et seq.* The complaint sought actual and treble damages; disgorgement; attorneys' fees and costs; and injunctive relief. Subsequently, the court consolidated the case and the Doherty case discussed above in Susan Doherty and Dwight Simonson, on behalf of themselves and all others similar situated v. The Hertz Corporation, American Traffic Solutions, Inc., and PlatePass LLC (1:10-cv-00359-NLH-KMW). The consolidated case is discussed at the Doherty case above.

6. Paul Ansfield v. The Hertz Corporation, et al. (Case No. 2:33-av-0001) filed in the United States District Court for the District of New Jersey. On June 13, 2014, Plaintiff, on behalf of himself and other purchasers of Hertz securities between February 22 and June 6, 2014, filed a class action suit against The Hertz Corporation, Hertz Global Holdings, Mark Frissora, Thomas Kennedy and Elyse Douglas (collectively referred to in this summary as "**Hertz**"), alleging violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10(b) promulgated by the SEC. Plaintiff alleges that Hertz made materially false and misleading statements and/or failed to disclose: that Hertz had accounting errors; that, as a result, Hertz's revenue and financial results were overstated; that Hertz's financial statements were not prepared in accordance with GAAP; that Hertz lacked adequate internal and financial controls; and that Hertz's financial statements from 2011 to June 6, 2014 (the date Hertz issued a press release regarding the financial statements) were materially false and misleading. Plaintiff seeks an unspecified amount of compensatory damages, costs and expenses, including attorneys' fees and expert fees, and rescission. Plaintiff filed a notice of voluntary dismissal, without prejudice, on August 13, 2014. Since that time, Plaintiff has taken no action to re-file the case.

7. Frederick Cohen, individually and on behalf of all others similarly situated v. The Hertz Corporation, Hertz Global Holdings, Inc. and Hertz Investors, Inc. (Case No. 13 CIV 1205) filed in the United States District Court for the Southern District of New York on February 22, 2013. The complaint alleged that our Parent miscalculated taxes on rentals that involve

promotional coupons and on fuel charges and that our Parent did not give customers the full discount that is available to members of certain associations. The Complaint alleged eight causes of action; (1) fraud; (2) false advertising; (3) fraud in the inducement; (4) intentional misrepresentation; (5) negligent misrepresentation; (6) breach of fiduciary duty; (7) conspiracy to commit fraud and misrepresentation; and (8) negligence. In addition, Plaintiffs sought punitive damages and attorney fees. The court granted Hertz's second motion to dismiss in November 26, 2014, and entered an order dismissing the complaint and closing the case. Pursuant to a settlement agreement entered into prior to the court's decision, Hertz agreed to pay $50,000 to Plaintiffs.

8. Darius Ogloza v. The Hertz Corporation, et al. (Case No. 3:14-cv-02103) filed in the United States District Court for the Northern District of California. On May 7, 2014, Plaintiff, a Dollar rental car customer, filed suit against The Hertz Corporation, Dollar Thrifty Automotive Group, Inc. and DTG Operations, Inc. (collectively referred to in this summary as "**Hertz**"), alleging violations of California's Consumer Legal Remedies Act and Unfair Competition Law, violation of the Florida Deceptive and Unfair Trade Practices Act, breach of contract, breach of the covenant of good faith and fair dealing and negligent misrepresentation. Plaintiff alleges that Hertz engaged in unfair, unlawful and deceptive acts in connection with charges, including "loss of use" charges, for accident damages to a Dollar rental car rented by Plaintiff. Plaintiff seeks damages in excess of $195,000, punitive damages, costs and fees and an injunction. Plaintiff dismissed the case with prejudice on January 23, 2015, pursuant to a settlement agreement whereby Hertz paid Plaintiff the sum of $15,000.00.

9. Ride Share Systems, L.L.C. v. Hertz Global Holdings, Inc., et al. (Case No. MRSL-0059-14) filed in the Superior Court of New Jersey, Morris County. On January 10, 2014, Plaintiff, a Dollar licensee in New Jersey and a dual-brand Dollar and Thrifty Car Rental licensee in Pennsylvania, filed suit against Hertz Global Holdings Inc., Hertz Investors, Inc. and The Hertz Corporation (collectively referred to in this summary as our "**Parents**"), alleging unfair competition, tortious interference with prospective economic advantage and violation of the New Jersey Consumer Fraud Act. Plaintiff alleges that our Parents have unfairly competed against Plaintiff in connection with the operation of company-owned Thrifty Car Rental and/or dual-branded Dollar and Thrifty locations within Plaintiff's territories. Plaintiff seeks an unspecified amount of compensatory damages, treble damages, attorneys' fees and an injunction against the continued operation of the company-owned locations within Plaintiff's territories. In June 2014, following a motion to dismiss filed by Parents, the claim for violation of the New Jersey Consumer Fraud Act was dismissed. In March 2015, the parties entered into an agreement pursuant to which DTG Operations, Inc., our affiliate, agreed to acquire certain assets of Plaintiff's licensed businesses for approximately $1,250,000, subject to certain post-closing adjustments. In connection with the acquisition, Plaintiff's license agreements were terminated, the parties executed mutual releases, and Plaintiff agreed to dismiss all claims with prejudice. On April 6, 2015, a stipulation of dismissal of all Plaintiff's claims was filed with the court.

10. Sicily by Car S.p.A. v. Hertz Global Holdings, Inc., et al. (Case No. 14-6113 (SRC)) filed in the United States District Court for the District of New Jersey. On October 1, 2014, Plaintiff, a former Dollar and Thrifty Car Rental licensee in Italy, filed suit against Hertz

Global Holdings, Inc. and The Hertz Corporation (collectively referred in this summary as our "**Parents**"), alleging tortious interference with contract, misrepresentation and unjust enrichment. Plaintiff alleges that our Parents misrepresented their intention to not change the existing franchise rights of Dollar and Thrifty Car Rental licensees in Europe following the acquisition of the Dollar and Thrifty Car Rental systems, and that reservations in Italy through Dollar and Thrifty Car Rental were intentionally diverted to Hertz's website and reservation system. Plaintiff seeks an unspecified amount of damages, as well as punitive damages and attorneys' fees. On May 20, 2015, the court granted our Parents' motion to compel arbitration, or in the alternative, to dismiss the complaint, holding that the dispute is subject to the alternative dispute resolution procedure in the license agreement, which requires mediation followed by arbitration. To date, Plaintiff has not pursued mediation or arbitration.

11. Elizabeth Patrick v. The Hertz Corporation (Case No. 13CH19179) filed in the Circuit Court of Cook County, Illinois on August 19, 2013. Plaintiff, on behalf of herself and all other similarly situated Hertz customers, filed a class action complaint against The Hertz Corporation, alleging violations of the Illinois Consumer Fraud Act related to taxes on customer facility charges and airport concession fees assessed to Hertz customers renting vehicles at airports in Illinois. Plaintiff alleges that Hertz improperly taxes the charges and fees causing customers to overpay. Plaintiff seeks an unspecified amount of damages, injunctive relief and attorneys' fees. In April 2015, Plaintiff's counsel proposed a settlement on a non-class basis. In January 2016, the parties entered into an agreement to settle the matter on a non-class basis, and Hertz agreed to pay Plaintiff $23,000. On March 28, 2016, a stipulation of dismissal of the case was entered by the court.

12. Matthew Letang, et al. v. Hertz Canada Limited and The Hertz Corporation (Case No. CV-10-412496) filed in the Ontario Superior Court of Justice on October 18, 2010. Matthew Letang and his company, 2213922 Ontario Inc. o/a Peninsula Rentals, filed a civil claim against our affiliate Hertz Canada Limited and our Parent (collectively referred to as "**Hertz**") related to the termination of an alleged preliminary agreement, lease agreement, and agency agreement among Plaintiffs, their affiliates, and Hertz. Plaintiffs claim that the defendants breached their responsibilities under the preliminary agreement, lease agreement, and agency agreement by failing to enter into franchise agreements with Peninsula Rentals, failing to fulfill the lease terms, and failing to provide the allegedly agreed-upon support to Peninsula Rentals in its role as agent. Under the original complaint, Plaintiffs sought damages of approximately CAD$700,000 for breach of contract and unjust enrichment as a result of the expenses they incurred preparing for franchises that were not granted, damages to Letang's reputation in the car rental business, termination expenses to end their prior lease, money owed to Peninsula Rentals, and lost profits. In April 2012, Plaintiffs amended their claim to add Hertz International, Ltd. to the case and to increase the amount of damages sought to approximately CAD$3.5 million. On January 12, 2015, a trial began and on January 18, 2015, the parties settled all claims. Hertz agreed to pay Plaintiffs CAD$900,000 and the parties entered a mutual general release. On April 2, 2015, the court entered an order dismissing the case.

*As of April 2, 2015, the rate of exchange was CAD$1.00 to USD $0.81.

13. Anthony Oliver v. The Hertz Corporation and Citicorp USA, Inc. (Case No. C20161989) filed in the Superior Court of the State of Arizona in and for the County of Pima. On April 28, 2016, Plaintiff filed an action in a Tucson, Arizona state court seeking $150,000 in compensatory damages and $350,000 in exemplary damages, from each named Defendant, alleging breach of contract and negligent misrepresentation relating to alleged fraudulent rental charges. Hertz reached a settlement with Plaintiff on May 18, 2016 for $1,500.

14. Rebecca Reilly v. The Hertz Corporation (Case No. 16CV924) filed in the Quincy District Court of the Commonwealth of Massachusetts. Plaintiff brought suit in July 2016 claiming that Hertz failed to submit the rental invoice to the customer's insurance carrier as agreed and rather made fraudulent charges in violation of the Massachusetts Consumer Protection Law, Chapter 93A, in the amount of $4,004.23. Pursuant to Chapter 93A, Plaintiff demanded treble damages totaling $12,012.69. Hertz reached a settlement with Plaintiff on November 1, 2016 for $3,000.00.

15. Liberty Representacoes e Servicos Ltda. V. Car Rental Systems do Brasil Locacao de Veiculos Ltda. **(Case No. 0643614-93.2015.8.04.001)** filed in the Ninth Civil and Work Related Court of the District of Manaus/AM, Brazil on December 18, 2015. Plaintiff, the Thrifty licensee in Brazil, filed suit against Car Rental Systems do Brasil Locacao de Veiculos Ltda. ("**Hertz Brazil**"), a subsidiary of The Hertz Corporation, alleging violations of a sales agent agreement and a license agreement, neither to which Hertz Brazil is a party. Plaintiff alleges that its Thrifty business has been undermined due to competition by Hertz Brazil, a refusal to approve sub-licensees, the improper sharing of confidential information and other bad faith conduct on the part of Thrifty Rent-A-Car System, Inc. ("**Thrifty**") and its affiliates. Plaintiff seeks an injunction against the alleged conduct and damages of 50 million Brazilian real. In January 2016, Thrifty and DTG Operations, Inc., the party to the sales agent agreement, filed a challenge to venue in Manaus. After initially granting a preliminary injunction, on February 29, 2016, the court issued an order removing the injunction. In November 2016, the case was settled with the reacquisition by the franchisor entities of the Thrifty licensee's master franchise rights in Brazil for approximately 7 million Brazilian real (USD $2 million).

Injunctive Orders

1. Texas Department of Insurance. (Docket Nos. C-97-0597 - Hertz, C-97-0651 - Thrifty and C-97-0652 - Dollar). In connection with an investigation by the Texas Department of Insurance ("**TDI**") into the activities of all automobile rental companies in Texas, Thrifty Car Rental, Dollar and The Hertz Corporation, and certain insurance companies entered into Consent Orders (the "**Orders**"). The Orders contain, among other things, an agreement that neither Thrifty Car Rental, Dollar or The Hertz Corporation would offer supplemental liability insurance (or, in the case of The Hertz Corporation, a "liability insurance supplement") ("**SLI**"), uninsured motorist protection ("**UMP**") (in the case of Dollar) or any comparable insurance product in Texas except those approved by the TDI and unless the franchisor is licensed to sell such

products. Allegations made by the TDI include the direct or indirect violation of the Texas Insurance Code by doing one or more of the following acts: (1) making or proposing to make an insurance contract, (2) taking or receiving an application for insurance, (3) receiving or collecting consideration for insurance, (4) issuing contracts of insurance, (5) directly or indirectly acting as an agent for an insurer, (6) misrepresenting an insurance policy, and (7) using forms and endorsements and charging rates not approved or adopted by the TDI. The Order relating to Thrifty Car Rental (Docket No. C-97-0651) was signed on July 30, 1997 by Thrifty Car Rental and Philadelphia Indemnity Insurance Company, and was accepted on July 31, 1997. Thrifty Car Rental denied each of the TDI's allegations. The Order required a refund of between $4.05 and $7.85 to consumers who purchased SLI at the time of rental (between January 1, 1995 and July 1, 1997). Thrifty Car Rental also agreed to pay $50,000 to reimburse the TDI for its investigative costs and administrative fees. The Order relating to Dollar (Docket No. C-97-0652) was signed on July 30, 1997 by Dollar and certain insurance companies, and was accepted on July 31, 1997. Dollar's agreement to the Order was for settlement purposes only and did not constitute an admission that the law had been violated as alleged by the TDI. The Order required a refund of between $2.05 - $4.05 to consumers who purchased SLI or UMP at the time of rental (between January 1, 1995 and July 1, 1997). Dollar also agreed to pay $56,000 to reimburse the TDI for its investigative costs and administrative fees. The Order relating to The Hertz Corporation (Docket No. C-97-0597) was signed and accepted on June 20, 1997 by The Hertz Corporation and Reliance Insurance Company. The Hertz Corporation denied the allegations of the TDI. The Order required a refund of between $1.42 and $3.42 to consumers who purchased SLI at the time of rental (between July 1, 1992 and August 31, 1997). The Hertz Corporation also agreed to pay $50,000 to reimburse the TDI for its investigative costs and administrative fees.

2. Federal Trade Commission. (File No. 8923190). On December 18, 1991, Dollar signed an agreement which was filed with, and accepted by, the Federal Trade Commission on March 29, 1993. The agreement contains an Order to cease and desist certain acts and practices which occurred during 1989, before the purchase of Dollar by Pentastar Transportation and before the present management of Dollar was installed. The allegations contained in the Complaint include the failure to disclose, in advertisements and computer-accessed data bases, certain mandatory charges relating to the price of renting a car. The Order requires Dollar to disclose to customers the amount of all mandatory charges, not reasonably avoidable, in connection with any representation relating to the price of contemplated rentals. Dollar's agreement to the Order was for settlement purposes and does not constitute an admission by Dollar that the law has been violated as alleged in the Complaint.

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Except for the 31 cases described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

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ITEM 5
INITIAL FEES

You will be required to pay us an initial franchise fee which will vary as determined by us depending on a number of factors including the following: (1) potential car fleet size; (2) potential area population growth; (3) potential area economic growth; (4) existing and potential for future growth of hotel accommodations; (5) existing Hertz national account customers located in the area; (6) existing and potential for future growth of local airport passenger traffic; and (7) extent of the recreational or regional markets. The range of the initial franchise fees will vary extensively.

The minimum initial franchise fee that will be required for a new franchisee (someone who does not currently operate a Hertz franchise) is $25,000. We estimate the initial franchise fee will range from $25,000 (except in certain circumstances) to $55,000 based on a starting fleet of 30 to 300 rental cars. Initial franchise fees may vary, based on the factors described above. For existing franchisees, we estimate that the initial franchise fee may be as low as $1,000.

If you are a transferee of an existing Hertz Business, we may, in our discretion, charge a transfer fee under certain circumstances. The transfer fee could range from $0 to the amount of the initial franchise fee currently being charged to new franchisees (currently $25,000). In addition, if the transfer is being made pursuant to an addendum related to the HLE Program, there may be an initial fee payable upon assignment of the existing License (or Franchise) Agreement in an amount equal to five percent (5%) of the average annual gross sales for the three (3) years immediately preceding the transfer. In 2016, such fees had a range of $0 to $286,511.

The initial franchise fee (or transfer fee, if applicable) is payable in a lump sum, or in our discretion, we may allow a portion of the fee to be paid in installments over a period not to exceed three years. Interest will not be charged on the deferred portion of the fee. The initial franchise fee is not refundable under any circumstances.

You may be required to have "**Courtesy Vehicles**" to transport customers to and from their rental vehicles. The type of Courtesy Vehicle may be determined in part by airport and/or governmental requirements, such as those found in the ADA, and must be approved by us. You must paint all Courtesy Vehicles to conform to the specifications outlined in our Identification Standards Manual and remove this trade dress when you cease to use the Courtesy Vehicle in Your Hertz Business and before returning the Courtesy Vehicle to the lessor or a third party. The number and size of Courtesy Vehicles needed will vary based on the size of the market served, the layout of the airport, the location of the rental facility and similar factors. If you have more than one brand, and unless we otherwise authorize, your Courtesy Vehicles cannot be branded with the Proprietary Marks of more than one brand. That is, unless we otherwise authorize in writing, you must maintain Courtesy Vehicles branded only with the Hertz Proprietary Marks to transport Hertz rental customers; and if you operate multiple brands under a Multiple Brand Addendum, you must maintain Courtesy Vehicles branded only with the Thrifty Marks to transport Thrifty customers, and Courtesy Vehicles branded only with the Dollar Marks to transport Dollar customers, depending on the other brands you operate from your location.

From time-to-time our Parent (or our affiliates) may offer for sale the assets of certain company-owned car renting business locations in conjunction with a Franchise Agreement for the operation of a Hertz Business at such locations. If you purchase one of our Parent's or affiliate's existing businesses, your initial franchise fee may be substantially higher than the initial franchise fee described above. There is a broad range of initial franchise fees for these locations, based upon the factors described above, the revenue generated from the location, the fleet size, the value of the assets, and other factors, all of which will depend upon the particular facts and circumstances related to the location and transaction.

Except as otherwise described above, all fees are payable in a lump sum.

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ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Franchise Fee [2]	Airport Rental Locations: 9% of Gross Revenue derived from Your Hertz Business, subject to a minimum annual amount determined by us based on various factors including, without limitation, market size, and number and type of locations. Non-Airport Rental Locations: 7% of Gross Revenue derived from Your Hertz Business, subject to a minimum annual amount.	Payable within 10 days after receipt of the statement of payment obligations ("**Statement**") which is typically received on the 5th business day of each month for the preceding month	We define "**Airport Rental Location**" as any location (i) within an airport; (ii) at a facility such as a consolidated rent a car center, which is directly serviced from an airport by means of a shuttle bus, tram, or similar service operated or authorized by the airport, or (iii) a location connected to an airport by use of an airport phone board or that otherwise services an airport. A "**Non-Airport Rental Location**" is any location other than an Airport Rental Location. "**Gross Revenue**" includes the gross amount of all sums, whether such sums are cash or credit, billed or charged by you (whether or not paid or collected, and include amounts received in connection with prepaid reservations for which a rental does not actually occur) as time, mileage or use charges, Rent It Here-Leave It There charges or intercity charges or revenue splits or reimbursements, loss and collision damage waiver charges or fees, insurance charges such as personal effects coverage, personal accident insurance, supplemental liability insurance or uninsured motorist protection (with no deduction for any premium paid to the insurance company in connection with any of the foregoing insurance products), vehicle licensing fees, prepaid fuel,

Type of Fee[1]	Amount	Due Date	Remarks
			charges for services such as cellular phones, GPS, wi-fi, tablets, baby seats, ski racks and other special equipment or any other products or services rented, leased or sold by Your Hertz Business, additional and/or underage driver charges, drop charges (one-way), parking fees, and transportation fees, and all other charges and fees and all other income of every kind and nature derived from Your Hertz Business or any business operated in violation of Paragraph XV. of your Franchise Agreement; but does not include the amount of any federal, state or municipal sales or other similar taxes separately stated and collected from customers, concession fees or consolidated facility fees or charges, to the extent paid to a third party, any refueling service charges separately stated and due as a result of the vehicle being returned with less than the fuel required upon return by the rental agreement, any parking violation fees and administrative charges associated with the processing and collection of fines, impound fees, receipts from the sales of used vehicles, nor any sums received as insurance or otherwise to reimburse you for damages to your vehicles or other property or to reimburse you for the loss, conversion or abandonment of such cars or the costs to return the vehicle to the designated location in rentable condition (but inclusive of proceeds of any business interruption insurance policies maintained by you), or any fees

Type of Fee[1]	Amount	Due Date	Remarks
			collected as a result of disposal of a vehicle no longer deemed to be rentable.
Monthly Marketing Fee	In an amount to be determined, if a Marketing Fund is established.	If applicable, payable on the 10th day of the month for the preceding month	We do not currently have a Marketing Fund; if established, we anticipate that the monthly marketing fee will be approximately the amount charged by other franchisors in similar businesses, which we currently anticipate will be between 2% and 4%, (determined without regard to the monthly franchise or royalty fee charged by those franchisors).
Program Assessments[3]	Will vary.	As required by us.	Amounts will vary depending on the Program.
Insurance	Cost of procuring insurance for you.	As billed	
Reservation Charges[4]	Fee is assessed for each reservation made through our Reservations System. Currently, the reservation charge is $3.84 per passenger car reservation.	Payable on the 10th day after receipt of the statement for the preceding month	Charge will vary based on aggregate estimated costs incurred in operating reservations facilities divided by estimated number of reservations to be made.
Rate Management Services	Estimated to range from $300 to $4,500 per location per month depending on the level of service, number of users, location and fleet size and whether it is a multiple brand location and the complexity of the market.	On or before the first day of the month during the term of the agreement	The Rate Management Services are offered to our franchisees on an optional menu basis. Those services include the availability of rate management software, competitive rate surveys, and demand analysis reports for managed locations. We also offer analyst support for rate management and availability maintenance for our franchisees in the Global Distribution Systems (SABRE, Galileo, Amadeus and Worldspan), and on the Internet. We also offer you remote access to your location rate and reservation information.

Type of Fee[1]	Amount	Due Date	Remarks
Travel Industry Commissions	0-30% of gross rental charges	Payable on the 10th day after receipt of the statement for the preceding month	We negotiate rates with travel agents, airlines and other travel industry members; these rates will vary.
Travel Vouchers	Service fee presently equal to 5% of Net Proceeds of the voucher	Automatically deducted from payment to you by us for vouchers accepted as payment from customers	See Footnote 6.
Guaranteed Charge Cards - Service Fees	Currently between 1% and 5% of gross rental charges.	Automatically deducted from payment to you for gross rental charges less fees deducted by card issuer	Service fees for processing and collecting for car rentals charged on required charge cards.[7]
Charge Cards Guaranteed by Parent - Service Fees[8]	See sub-categories below	May be a periodic monthly invoice or on a per transaction basis	Our Parent issues a charge card which franchisee must honor. Our Parent currently bills these cards to the holder of the cards or to the employer of the holder either on a monthly basis or on a rental transaction basis.
a) Central Bill Charge Card Service Fees	May range from 2.5% to 6% of gross rental charges	Automatically deducted from payment to you with payments by centrally billed charge cards	The service fee will vary based on our Parent's costs of administering the central billing operations.[7]
b) Direct Bill Charge Card Service Fees	May range from 3% to 6% of gross rental charges	Automatically deducted from payment for rentals charged on direct billed charge cards	The service fee will vary based on our Parent's cost of administering the direct billing operations.[8]

Type of Fee[1]	Amount	Due Date	Remarks
Inspection Fee	Cost of Inspection	As incurred	If you wish to purchase or lease from an unapproved supplier, we may inspect the supplier's facilities and take samples for testing. We may assess a reasonable charge for the inspection and for the actual cost of testing.
Reservation Assignment Fee	\$4-\$6 per reservation made through Reservation Assignment System	As incurred	
Net Promoter Score Fee	Currently \$25 per month per location	Monthly	This is a program provided by Mindshare, which provides a measurement of customer satisfaction.
Interest and Late Fees[9]	Interest at the lesser of the rate we prescribe, or the maximum rate allowed by law, plus a late fee of not less than 5% of the total amount overdue.	Upon demand	Payable on all overdue amounts.
Supplier Testing[10]	Will vary under circumstances	As incurred	You or the supplier must pay a charge not to exceed the reasonable cost of any inspection conducted and the actual cost of any testing undertaken.
Renewal Fee	\$5,000	Upon renewal	
Transfer Fee[11]	\$0 to our then-current initial franchise fee (currently, our initial franchise fee is \$25,000)	Upon transfer of Your Hertz Business	In our discretion, we may designate such a transfer fee payable by the transferee.
Holdover Fees[12]	The then-applicable Franchise Fee and other such fees and assessments being charged by us.	If applicable, payable within 10 days after receipt of the Statement, which is typically received on the 5th business day of each month for the preceding month or as required by us	See Footnote 12.
Security Deposit	Will vary under the circumstances	Upon demand	See Footnote 13.

Type of Fee[1]	Amount	Due Date	Remarks
Early Termination Fee – Liquidated Damages	Will vary under the circumstances	When you provide your Notice of Termination	See Footnote 14.

Notes:

1. Except as described in footnote 2, all fees are uniformly imposed by us. All fees are payable to us, and are non-refundable, except that the Travel Industry Commissions may be collected by us or an affiliate on behalf of a third party.

2. From time-to-time our Parent or an affiliate may offer for sale the assets of certain company-owned car renting business locations in conjunction with a Franchise Agreement for the operation of a Hertz Business at such locations. If you purchase one of our Parent's or affiliate's existing businesses, your monthly franchise fee may be higher (or lower) than the monthly franchise fee described above, and the amount of the monthly franchise fee will vary depending upon a variety of factors, including the following: (1) potential car fleet size; (2) potential area population growth; (3) potential area economic growth; (4) existing and potential for future growth of hotel accommodations; (5) existing Hertz national account customers located in the area; (6) existing and potential for future growth of local airport passenger traffic; (7) extent of the recreational or regional markets; and (8) the revenue generated from the location. Some of these factors may also affect the amount of the minimum franchise fee that must be paid to us annually, which may vary (whether or not you purchase one of our Parent's existing businesses).

If you are a transferee of an existing Hertz Business, your monthly franchise fee may be different than the fee described above, and other fees, such as Program Assessments (as well as other terms and conditions of your Franchise Agreement, such as its duration) may also be different.

You may also pay a different monthly franchise fee than described above as a result of our assessment of the factors described above.

3. We may decide to initiate an assessment (a "**Program Assessment**") related to any "**Program**." Such Programs could relate, for example, to advertising, sales promotion, marketing, reservations, centralized billing, charge cards, travel industry commissions or tour arrangements, customer satisfaction, operations, account programs, coupon programs, experimental or test programs. Examples of specific Programs are our (i) Rent It Here – Leave it There program; (ii) Hertz Local Edition or "HLE" program; (iii) Hertz #1 Club program; (iv) Hertz #1 Club Gold program; (v) Hertz Ultimate Choice program; (vi) frequent renter or loyalty programs; (vii) Corporate Rate Programs; and (viii) any programs involving the Car Self-Service/Sharing Business in which we require you to participate. Such Programs may be initiated, modified or replaced by us from time to time in the Manuals or otherwise in writing. We are currently not charging any Program Assessments to new franchisees, although we reserve

the right to do so in the future. We reserve the right to allocate a portion of the Franchise Fee to assessments related to Programs. If all other Hertz franchisees are required to participate in, support and service a Program, then the expenses incurred by you will be on the same basis as other Hertz franchisees.

4. If a reservation is canceled by a prospective customer, the reservation charge is not made. If the prospective customer does not rent the car, and does not cancel the reservation (*i.e.*, is a "no show"), the reservation charge will still be made.

5. We may implement programs for set periods of time which may include a bonus to a travel industry member who attains a set level of cumulative regular commissions (including commissions paid on travel vouchers issued by us). Commissions may also be payable to two different travel industry members on the same transaction, for example, if a travel agent were to place a reservation for an airline ticket and a rental car with an airline and then the airline were to place the car reservation with our Reservations System, both the airline and travel agent would receive a commission.

6. Our Parent issues travel vouchers for use by customers for payment of car rental charges. Vouchers are typically issued by travel agents or other travel industry members who collect the face amount of the voucher from the customer and send the proceeds to our Parent, less their applicable travel agent or other commission (the "**Net Proceeds**"). The vouchers are issued for rentals from a franchisee or from our Parent and the Net Proceeds for all vouchers are remitted to our Parent. When a customer presents a voucher to a franchisee as payment for a rental at franchisee's location, the voucher will be processed by us. We will send payment to the franchisee for the Net Proceeds less a 5% service fee.

7. Certain issuers of required charge cards and credit cards will not deal directly with franchisees. We will process and collect these charge rentals and send payment to you for the charges less our service fee and less the fee deducted by the charge card issuer. In some cases, franchisees may request that we handle the processing and collection of rentals charged on other required charges. In this case, we will charge a service fee in addition to the fee imposed by the card issuer.

8. Payment of all rentals charged on centrally billed or direct billed charge cards and credit cards are guaranteed by our Parent. Our Parent's agreement to pay is subject to certain restrictions which you will be made aware of through updates to our Manuals. If you fail to comply with restrictions in effect, you will be responsible for collection of the entire amount charged without our guarantee.

9. You must pay us interest on any unpaid obligations. All unpaid obligations will bear interest from the date due until paid at the lesser of the interest rate prescribed by us in writing from time to time, in our sole discretion, or the maximum rate allowed by applicable law. You must also pay us a late fee of not less than 5% of the total amount overdue. If we incur costs and expenses due to your failure to pay amounts when due or to submit any reports, information, or

supporting records, you must reimburse us for all of the costs and expenses that we incur, including reasonable accounting, attorneys', arbitrators' and related fees.

10. If you desire to purchase or lease from an unapproved supplier, you must submit a written request for authorization to purchase items, together with such samples and information as we may require. We may require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered for testing, at our option, either to us or to an independent certified laboratory we designate. You must pay a charge not to exceed the reasonable cost of any inspection conducted and the actual cost of any testing undertaken. We reserve the right to designate a single approved supplier for any required purchase, and such supplier may be us or an affiliate.

11. If you transfer Your Hertz Business, the transferee may be required to pay a transfer fee, which we have the right to require in our sole discretion.

12. If you continue to operate Your Hertz Business after the end of your Initial Term (and, as applicable, after the end of your first and second renewal period) without having renewed pursuant to the terms of your Franchise Agreement, including without having executed our then-current form of Franchise Agreement, we may, at our option: (1) upon thirty (30) days' written notice to you, deem you to be operating on a month-to-month basis under: (a) the terms of our then-current Franchise Agreement; including the then-applicable Franchise Fee, and any other fees and assessment then being charged by us or (b) the terms of your Franchise Agreement; or (2) deem the Franchise Agreement terminated. If we exercise options (1)(a) or (b), we may, subject to applicable law, terminate without cause the then-current form of Franchise Agreement or your Franchise Agreement, as applicable, at any time upon at least thirty (30) days' notice of termination, without providing any opportunity to cure.

13. We may require you to post a deposit in the form of cash or a non-revocable letter or credit or other form of security acceptable to us, to secure your or any of your affiliates' obligations to us and our affiliates, whether under the Franchise Agreement or otherwise. The initial amount of such security deposit will be an amount determined by us in our sole discretion, provided that we may increase such amount from time to time, in our sole discretion, based upon a change in the revenues or the financial condition of you or any guarantor or Your Hertz Business. If such security is deposit is drawn upon to satisfy any obligation of yours or your affiliates, you will be obligated to reinstate the full amount of such security deposit within five (5) days and failure to do so will be deemed a breach of your Franchise Agreement.

14. Pursuant to Paragraph XIII.A of your Franchise Agreement, you may terminate your Franchise Agreement with us, with or without cause, at any time upon giving not less than 180 days' written notice to us. If you terminate your Franchise Agreement pursuant to Section 18.1, you must pay to us, in addition to any other amounts due, liquidated damages for the future franchise fees we will lose ("**Early Termination Fee**"). The Early Termination Fee will be calculated by multiplying the minimum amount per year as set forth at Paragraph IV.A(4) of your Franchise Agreement by the number of years remaining on the term of your Franchise Agreement as of the date of termination, with the amount due for any partial remaining on the

term of your Franchise Agreement being the pro rata calculation of the minimum amount set forth at Paragraph IV.A(4) due for that partial year. The Early Termination Fee is due when you provide to us your notice of termination. The Early Termination Fee is intended to compensate us only for the value lost in future franchise fees pursuant to Paragraph IV.A of the Franchise Agreement as a result of the early termination of the Franchise Agreement, and you remain liable for all other obligations under the Franchise Agreement, including the "Obligations After Termination or Expiration" as described in Paragraph XIV. of your Franchise Agreement.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee[1]	$25,000 to $55,000	Lump Sum or Installments	Execution of Franchise Agreement or as otherwise agreed to by us; if installments, within three years	Us
Training Expenses[2]	$3,000	As Arranged	As Arranged	Suppliers
Passenger Cars[3]	$435,000 to $11,700,000	As Arranged	As Arranged	Automobile Dealers
Courtesy Vehicles[(4)]	$55,000 - $350,000 per location	Purchased	At Time of Purchase	Automobile Dealers
Equipment and Supplies[5]	$5,000 to $20,000	Lump Sum	Prior to Opening	Suppliers or Us
Insurance[6]	$5,000 to $40,000	As Required	As Required	Insurance Company
Real Estate & Improvements[7]	(see footnote)	As Required	As Required	Seller or Landlord
Professional Fees[8]	$3,000 to $10,000	As Required	As Required	Professionals
Computer System; Hardware and Software[9]	$11,500 to $250,000	Cash or Financed	As Required	Suppliers (including approved suppliers, where required)
Optional Software[10]	$1,500 - $15,000	As Required	Lump Sum or Deposit and Monthly	Suppliers or Us
Business License[11]	$100 to $500	Lump Sum	Before Commencing Business	Governmental Authorities
Miscellaneous Installation Fees[12]	$200 to $500	As Arranged	As Needed	Utility Companies

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Additional Funds – 3 months[13]	$20,000 to $50,000	As Incurred	As Incurred	Employees, Suppliers
Total (excluding Real Estate & Improvements)[14]	**$564,300 to $12,494,000**			

Notes:

1. The initial franchise fee is payable in a lump sum or, in our discretion, we may allow a portion of the fee to be paid in installments over a period not to exceed three years. Interest will not be charged on the deferred portion of the fee. The initial franchise fee is not refundable under any circumstances.

Existing franchisees who either purchase a new franchise, or purchase an existing company-owned location from our Parent or an affiliate may have initial investments that vary from this chart for new franchisees. For an existing franchisee, we estimate that the initial franchise fee will range from as low as $1,000 to, for any franchisee (new or existing) that is purchasing assets owned by the Parent or an affiliate that constitute an existing car renting business, several hundred thousand dollars.

2. Prior to opening Your Hertz Business, you, your manager and key employees must, at your sole expense (including all travel and living expenses), attend and complete such initial training programs and courses that we require.

3. You must have current model cars to operate Your Hertz Business. The present cost of current model cars typically range from $14,500 to $39,000 per car. If you offer larger types of vehicles, such as sport utility vehicles ("SUVs"), or luxury cars, your costs could be higher. The range in the table is based on a starting fleet of 30 to 300 cars. You must maintain at least, as shown on Exhibit C to your Franchise Agreement: (i) the minimum number of vehicles required for each calendar month during the term of the Franchise Agreement; or (ii) the minimum average number of vehicles for either 6 consecutive months or 9 months out of any 12 consecutive months. You may purchase cars with financing provided by banks or finance companies and the terms and amount of financing will vary depending on credit conditions and your financial position. You will make all arrangements for the purchase of the cars.

The information provided in the preceding chart does not include an estimate for the inventory of rental vehicles to be used for multiple brands. If you have more than one brand, you may establish one fleet of rental vehicles that services Your Hertz Business and your Thrifty and/or Dollar Businesses, as long as you are in compliance with the fleet inventory requirements under your Franchise Agreement. However, you must not identify or brand any rental vehicle you use interchangeably between your car rental businesses.

4. Airport and Non-Airport Rental Locations near an airport must have a Courtesy Vehicle or shuttle bus, as applicable, to transport customers to their rental vehicles. Non-Airport Rental locations not located near an airport may not need a Courtesy Vehicles. The number and size of Courtesy Vehicles or shuttle buses will vary based on the size of the market, the layout of the airport, the location of the rental facility and similar factors. The purchase price for Courtesy Vehicles ranges from approximately $55,000 to over $350,000 per vehicle. Depending on your credit and other factors, you may finance the purchase of such vehicles with local banks, vehicle manufacturers or other lending institutions.

The information in the preceding chart does not include an estimate for the inventory of Courtesy Vehicles to be used for multiple brands. Unless we otherwise authorize, if you have more than one brand and your territory includes an airport or a Non-Airport Rental Location near an airport, you will have to use separate Courtesy Vehicles for each brand. You may not transport rental customers of one brand using a Courtesy Vehicle branded with the Marks of another brand.

5. You will need certain equipment and supplies, including uniforms, office equipment, a telephone system, desks, files, car rental agreements, accounting forms, and similar items. Some of these items such as rental agreements, uniforms, accounting forms, and signage may be purchased from approved suppliers for non-refundable prices or, in some cases, you may purchase them from any capable source in accordance with our specifications.

6. Initial insurance deposits for Your Hertz Business will depend on the insurance carrier, size of fleet, and any additional insurance requirements imposed by the owner or lessor of the vehicles, or lending institution if the vehicles are financed. All franchisees must obtain and maintain the minimum level of insurance coverage specified in the Franchise Agreement and Manuals and any landlord requirements, if applicable (See Item 8). Other lessors or financing institutions may require additional insurance (e.g., comprehensive and/or collision). The deposit and the annual insurance fees will vary based on your territory, fleet size, vehicle rental experience of management, revenue generated from the location, previous loss experience and the carrier. The amount of the initial deposit generally ranges from $5,000 to $40,000 depending on the items stated above. As a general rule, deposits are made in the form of cash, the amount of which may increase or decrease occasionally. Other lessors of rental vehicles may have similar requirements. If you have more than one brand, you must include Hertz, Thrifty and/or Dollar, their affiliates, and their franchisees and subfranchisees as additional insureds.

7. The cost of facilities required to operate Your Hertz Business is subject to numerous variables, including factors such as the particular locality, local labor rates, and location of property (*i.e.*, an airport, highway, downtown, or remote facility). Accordingly, it is not possible to estimate the initial investment required for real estate and related facilities. Information on key facilities considerations is included below.

(a) Parking area of approximately 175 square feet per car you expect to be idle on average at a given time. Overflow parking may be needed during certain periods for peak demand, returns, and/or idle vehicles.

(b) A car wash bay of approximately 512 square feet (*i.e.*, 16' x 32' in dimensions). Required infra-structure for a car wash bay will vary depending upon the sophistication of car wash equipment which may be used by you. Automatic car washing equipment is presently estimated to cost approximately $20,000 to $25,000. In a small operation, manual car washing can be performed, or use of a local car wash can greatly reduce costs. A storage area of approximately 50 square feet is also required to keep drums, containers, soap, and other items associated with the washing of cars.

(c) You might consider a service bay for maintenance of cars. This requires approximately 550 square feet. Related infra-structure includes a lift and lubrication drums. More sophisticated equipment at greater cost would include automatic lifts and overhead reels. Alternatively, maintenance work can be vended to local dealerships/service providers.

(d) Two toilet facilities (approximately 40 square feet each), one for employees and one for customers.

(e) A parts area of approximately 150 square feet (if maintenance is to be performed onsite).

(f) A general office area of approximately 150 square feet for a manager. If you need additional managerial personnel, you should have approximately 100 square feet for each additional manager, 25 square feet for a secretarial area, and 50 square feet for a file area.

(g) With respect to public areas, you will need a minimum area of 75 to 100 square feet to accommodate at least one rental representative, a counter, and space for the public.

(h) Facility requirements may also include fueling areas, including a fuel island and underground storage tanks. The fuel island should accommodate two cars at a time and the underground storage tank should accommodate a minimum of 3,000 gallons of storage. Depending upon weather factors, you may want to consider a canopy to cover parking areas. Alternatively, you may use a local gas station.

In analyzing your needs, you will need to consider the projected scope of your operations. The above square footage recommendations pertain to a planned forty (40) car operation. You may dispense with the car washing, maintenance, and fueling facilities if you are prepared to have these services performed by third parties. With any reasonably sized operation, use of third parties, unless geographically very close, is likely to be inconvenient and create operating problems. Nevertheless, if you dispense with them, you will deal with independent firms who wash cars and maintain cars, as well as fuel cars.

You must use Hertz signage at facilities and we estimate that these signs will cost approximately $3,500.

It should be noted that many car rental facilities are located at or adjacent to airport locations. In the event that your facility is at an airport, you would be subject to various requirements that the airport may impose concerning the design of facilities and placement of facilities. For example, at large airports, parking areas may be located at a distance from the customer counter, in which event Courtesy Vehicles or shuttle buses or other means of transportation will be necessary in order to transport customers from the counter to their rented cars. Usually, airports charge a concession fee of at least 10% (and sometimes higher) but with a minimum guaranteed fee of a fixed number of dollars and which may contain built-in escalation factors on a periodic basis. For downtown locations, you should consider that zoning regulations may be a factor and you should ascertain zoning requirements prior to purchasing, constructing, or leasing any facility.

8. You may wish to employ an attorney, accountant or other consultant in connection with Your Hertz Business. These fees may vary, depending on the locality, the extent of the review required and the local circumstances (for example, whether an application for rezoning is necessary).

9. Your "**Computer System**" will consist of such hardware, software, dedicated telephone and power lines, modems, printer(s) and other computer-related accessories or peripheral equipment as we may specify in the Manuals or otherwise in writing. Your Computer System must be capable of electronically exchanging information, messages, and other data with other computers through the Internet and using such protocols as we may require. Your Computer System must be able to interface with our data transfer and acquisition systems via a dedicated telephone line modem or dedicated network connection, if we require it.

You must also obtain a "counter automation system" for Your Hertz Business. A counter automation system is a software system that maintains "ready to rent" information of cars in each category, provides a preferred customer database to facilitate reservation and rental processing, as well as rate and rental information. You must pay for any fees or expenses associated with any third party software agreement and comply with the terms of any such agreement. Currently, there are 6 counter automation systems approved for use with your "**Approved Counter System**" (which we define as your hardware and software, including the counter automation system).

The cost of the Approved Counter System will vary substantially depending on size and number of customers served at each location, the number of locations and, the type of hardware obtained. The figure shown in the low estimate of the fees is for a 1-user system, which is the minimum size system used at a Non-Airport Rental Location. The higher estimate assumes a 30-user system for servicing multiple locations or a high volume Airport Location. Actual costs may vary depending on the number of workstations and the vendor(s) from which you choose to purchase your computer hardware and software. The amounts shown include the estimated purchase price for the Approved Counter System, excluding taxes, shipping and handling, which may be purchased directly from an approved supplier, mandatory training and installation, excluding travel expenses for trainers and technicians and the cost of required software from approved suppliers and support and maintenance fees. With approved credit, this may be financed or leased through an approved supplier. In some limited cases, the counter automation system license will not be immediately required. This may be the case when an existing territory, which is operating under a sublicense from us, is transferred to a new owner. If you have more than one brand, your counter automation system must also be capable of electronically interfacing with data transfer and acquisition systems and reservation link hardware and software required by our affiliate and us.

10. You may wish to obtain other software to computerize other functions in Your Hertz Business, such as your accounts receivable, accounts payable, general ledger, payroll and credit card processing. You may purchase this software directly from approved suppliers. The current suppliers of counter automation systems may offer optional software packages to perform these accounting functions. You may also purchase similar software from other approved suppliers. The lower figure is an estimate for a complete accounting software package for a 5-user system. The higher estimate is for a 15-user system. You may purchase this software directly from approved suppliers, some of which may offer financing terms with approved credit. All optional software that will be installed on the Approved Counter System must be approved by Hertz or its affiliates in advance of the purchase.

11. Local, municipal, county and state regulations vary on what franchises and permits you must have to operate a Vehicle Rental Business. Such fees are paid to governmental authorities when incurred before commencing business.

12. Utility installation fees may be for gas, electric, water, sewer and telephone service.

13. You will need additional funds (working capital) to support ongoing expenses if they are not covered by the cash flow of the business. The range in the table assumes a 30 to 300 car location and is designed to cover the possible costs and expenses for staffing; the first month's facility rental; a possible deposit required on facilities; operating supplies; franchise fees and assessments; and fuel. The ongoing expenses also include the fees imposed by the required charge cards issuers, which currently range between 1% and 10%. We estimate that the amount stated will be sufficient to cover ongoing expenses for the initial phase of business which we calculate to be 3 months. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during this start-up phase or after. We relied on our past experience with franchisees and our Parent's and affiliates' company-owned businesses when preparing this figure.

14. The initial investment estimates described above, including the type and estimated amounts of expenditures, and the related footnotes pertain to the establishment of a new Hertz Business. From time-to-time our Parent or an affiliate may offer for sale the assets of certain existing company-owned car renting business locations in conjunction with a Franchise Agreement for the operation of a Hertz Business at such locations. If you purchase one of our Parent's or affiliate's existing businesses, your estimated initial investment may be substantially higher than the estimated initial investment described above. The estimated initial investment will vary depending upon a variety of factors, including purchase price for the assets, fleet size, and other factors, all of which will depend upon the particular facts and circumstances related to the location and transaction.

15. The following fees are non-refundable: Initial Franchise Fee; Professional Fees; Computer Systems; Hardware and Software Fees; Accounting or Optional Software or Manual Accounting Package Fees, and Additional Funds. The following fees are refundable: Utility Deposits. The remainder of the fees may be refundable, depending on your negotiations with the supplier of these items.

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

To ensure that the highest degree of uniformity and quality is maintained throughout the System, as well as in our Parent's and affiliate's company-owned operations, and for audit purposes, we may require you to purchase or lease all cars, equipment, signs, uniforms, rental agreements, Computer System, furnishings, accessories, supplies, and other products and materials used in the operation of Your Hertz Business according to standards and specifications that we may specify from time to time. These standards and specifications may include minimum standards for modernness, quality, performance, warranties, designs, appearance, and other factors (which you will receive at the time of or shortly after the signing of the Franchise Agreement). You must also meet the key performance indicators (KPIs) included in your Franchise Agreement.

Reservation Charges

You are required to subscribe to, participate in and promote our reservation system (the "**Reservations System**"). If a customer makes a reservation for a vehicle rental through Your Hertz Business, you will be assessed a fee of between $3 to $6 per passenger car reservation. The actual charge may vary based on aggregate estimated costs incurred in operating reservations facilities, divided by the estimated number of reservations to be made. If a reservation is canceled by a prospective customer, the reservation charge is not made. If the prospective customer does not rent the car, and does not cancel the reservation (*i.e.*, is a "no show"), the reservation charge will still be made. We estimate that the vast majority of vehicle rentals at Your Hertz Business will result from reservations made through the Reservations System, and that 1% to 3% of your cost of doing business (including all expenses except taxes) will result from reservations that you obtain through the Reservation System. In 2016, our Parent derived approximately $2,920,000 from reservation charges from Hertz franchisees, which was 0.04% of our Parent's total revenue of $8,803,000,000.

Credit Card Service Fees and Centralized Billing Charge Cards

You must accept the credit card services of certain designated credit card issuers. The guaranteed charge cards that you must accept will be listed in our Manuals. These services need not be purchased from us or our affiliate, except to the extent that certain credit card issuers presently will not deal directly with our franchisees, and therefore, we must process the charge receipts for you. In this case, we will derive income from the processing and handling of the charges for rentals. These service fees will range from 1% to 5% of gross rental charges. We presently estimate that approximately 2% to 5% of your cost of doing business (including all expenses except taxes) will result from the use of third party credit card services. The exact amount will vary depending on factors such as the number of rentals and the extent to which various credit cards are used. These costs do not occur prior to the establishment and commencement of the operation of Your Hertz Business.

You must accept the processing and central billing services of our Parent for rentals charged on the centrally-billed charge card issued by our Parent. Our Parent derives revenue from rentals which it processes and bills, and may also derive revenue from rentals charged on direct bill charge cards which it processes and bills at your election. We estimate that approximately 3% to 6% of your cost of doing business (including all expenses except taxes) will result from the acceptance of our Parent's charge card services. The exact amount will depend on the extent to which our Parent's charge cards are used and the amount of the purchases. The required acceptance of the processing and billing services does not occur before the establishment and commencement of operation of Your Hertz Business.

During our last fiscal year, our Parent or its affiliates derived approximately $970,000 from credit card service fees, centrally-billed charge card fees, and other back-office services provided to our franchisees, which amounts to 0.01% of our Parent's total revenue of $8,803,000,000.

Fleet Purchases

Rental vehicles cannot be older than the current model year plus two (2) model years. Currently, we do not enforce a mileage cap on rental vehicles; however, we reserve the right to enforce mileage caps on prior written notice to you. Fleet size will vary, but we require a minimum of 30 rental vehicles. There is no maximum fleet size. If you have more than one brand, you must comply with the fleet inventory standards and specifications that are contained in our Franchise Agreement and the Thrifty and/or Dollar Franchise Agreements, and you may establish one fleet of rental vehicles that services the franchised businesses, so long as you meet the fleet inventory requirements of each brand, and you do not identify or brand any rental vehicle you use interchangeably among the franchised businesses with our Proprietary Marks and their marks.

From time to time, we may make available to you the opportunity to purchase vehicles through a Vehicle Purchase Program that we use to acquire fleet from Original Equipment Manufacturers (each, an "**OEM**"). For every such vehicle purchased by a franchisee, an additional $200 is added to the OEM's purchase price, of which our Parent or its affiliates retain $125 and an unaffiliated third party vendor receives $75. During our last fiscal year, our Parent or its affiliates derived approximately $970,250 due to fleet purchases made by Hertz franchisees (and franchisees of our affiliates), which amounts to 0.01% of our Parent's total revenue of $8,803,000,000.

Rate Management Services

Our Parent or its affiliates currently provide Rate Management Services for our franchisees (and franchisees of our affiliates). These offered services may be limited (e.g., providing revenue management software, or surveying competitive on-line rates), or more extensive (e.g., assisting with rate strategy, and adjusting rates). Rate Management Services are an optional offering and, if you choose to receive Rate Management Services, you will sign a Master Services Agreement and, depending on the types of service you choose, one or more of the following addenda: (1) Revenue Management System Software Addendum; (2) Automated Rate Collection Addendum; (3) Automated Rate Recommendation and Placement Addendum; and/or (4) Full Analyst Support Addendum. The current versions of the Master Services Agreement and these addenda appear in **Exhibit E** to this Disclosure Document.

During our last fiscal year, our Parent or its affiliates derived approximately $98,243 from providing Rate Management Services to our franchisees, which amounts to 0.01% of our Parent's total revenue of $8,803,000,000.

Program Assessments

If we require, you must pay any Program Assessments related to our Programs (as those terms are defined in Item 7, above), including advertising, sales promotions and marketing, on the same pro rata bases as other System franchisees. We will from time to time determine and inform you of the amount of such Program Assessments, and the time and manner of payment. We have the right to allocate all or a portion of the franchise fees you pay to us to any assessments you otherwise are required to pay to us (for example, for advertising and sales promotion programs) in such amounts, for such purposes (for example, pro rata basis determinations), and for such periods as we determine. We are currently not charging any Program Assessments to new franchisees, although we reserve the right to do so in the future. If all other Hertz franchisees are required to participate in, support and service a Program, then the expenses incurred by you will be on the same basis as other Hertz franchisees.

Insurance

You must obtain, before beginning any operations under your Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement and at your own expense, an insurance policy or policies protecting you, us, and your and our shareholders, affiliates, officers, directors, partners and employees, and other franchisees of ours and our affiliates against claims, loss, liability, personal injury, death, property damage, loss of business income, or expense arising or occurring upon or in connection with your operation of Your Hertz Business. If you have more than one brand, you must provide insurance coverage for each Hertz Business and your insurance policies must include Hertz, Thrifty and/or Dollar, their affiliates and their franchisees and subfranchisees as additional insureds; include a waiver of subrogation against Hertz, Thrifty and/or Dollar, their affiliates, and their franchisees and subfranchisees; and provide that such policies are primary. Your insurance policies must provide coverage for all renters, their employees, employers and immediate family members whom they authorize to use the rented vehicle, even though we may restrict the extent and to whom coverage will apply by the rental agreement. Policies must also provide for uninsured/underinsured motorist coverage and personal injury protection only as required by the laws of the state in which the vehicle was rented, or as required for certain corporate account renters with whom Hertz has corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts.

In general, the insurance must contain a waiver of subrogation by you and your insurance carrier against us and must include, at a minimum, the following:

1. Automobile liability insurance covering the death of or injury to third parties and damages to third party property. Unless we provide differently in the Manuals, minimum automobile liability coverage must be in force for all owned, hired and non-owned Vehicles used in Your Hertz Business and must:

a. provide for coverage of $1,000,000 combined single limits per occurrence for you, us, our affiliates and all other Hertz franchisees;

b. provide coverage for certain corporate account renters with whom we have corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts; and

c. provide for all other rental customers minimum statutory limits coverage, as required by the laws of your state.

2. Public liability insurance including commercial general liability, garage liability and garage keepers legal liability. The insurance must protect yourself, us, your and our shareholders, affiliates, officers, directors, partners and employees, and other franchisees against any claims, loss, liability, personal injury, death, property damage, loss of business income, or expense whatsoever arising or occurring upon or in connection with Your Hertz Business. At minimum, the policies must include the following (additional coverages, higher policy limits and other provisions may from time to time be prescribed in the Manuals):

a. Commercial general liability insurance (occurrence type, which must include personal injury and advertising liability insurance) with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence; and automobile and truck liability coverage for all owned, non-owned, and hired vehicles, covering bodily injury, including death, and property damage with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence. This insurance must be primary and non-contributory.

b. Workers' Compensation and Employer's Liability insurance as well as such other insurance as may be required by statute or rule of the state in which Your Hertz Business is located or operated. Employer's Liability insurance shall have limits of not less than five hundred thousand dollars ($500,000).

c. Excess liability insurance with a combined single limit of not less than four million dollars ($4,000,000) per occurrence in excess of the underlying liability insurance requirements set forth in (a) and (b), above.

d. Commercial property insurance for all real and personal property owned by you and used in Your Hertz Business, including business interruption insurance.

e. Garage liability and garage keepers legal liability insurance.

We may also require you to carry comprehensive and collision insurance if you purchase or lease your vehicles from us. Certain states require Vehicle Rental Businesses to carry uninsured motorist and personal injury protection policies.

All required insurance must be obtained from a casualty insurance carrier which meets the minimum standards set forth in the Manuals and must be in a form satisfactory to us in accordance with the standards and specifications set forth herein and in the Manuals.

Computer System

Your Computer System, as further described in Items 7 and 11, will consist of such hardware, software, dedicated telephone and power lines, modems, printer(s) and other computer-related accessories or peripheral equipment that meet our standards and specifications as we may describe in the Manuals or otherwise in writing. Your Computer System must also include an approved "counter automation system," of which there are currently six approved suppliers. We may designate other suppliers of computer automation systems in the future in our Manuals. We and our affiliates are neither approved suppliers, nor the only approved supplier, of the Computer System or of any counter automation system.

Purchasing from Approved Suppliers

We may specify some items that must be purchased or leased from approved suppliers that meet our standards and specifications. For example, you must purchase from our approved suppliers the hard copy form of Hertz System Standard Rental Agreements that meet our then-current specifications, and you must acquire software for your computer system from an approved supplier as we may from time to time prescribe in the Manuals or otherwise in writing. To obtain approval as a supplier of particular items, the supplier must demonstrate to our reasonable satisfaction that it has the ability to meet our current reasonable standards and specifications for such items, possesses adequate quality controls, and has the capacity to supply your needs promptly, economically, and reliably. We will designate approved suppliers for particular items through updates to the Manuals or otherwise in writing. We reserve the right to designate a single supplier (which may be us or our affiliates), and to require you to purchase exclusively from such an approved supplier, for any required purchases.

If you desire to purchase or lease from an unapproved supplier, you must submit a written request for approval to us, together with such information and samples as we may reasonably require. We may require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered for testing, at our option, either to us or to an independent certified laboratory we designate. You must pay a charge not to exceed the reasonable cost of any inspection conducted and the actual cost of any testing undertaken. We reserve the right, at our option, to periodically inspect the facilities and products of any such approved supplier.

We will advise you in writing of the approval or disapproval of a proposed supplier within ninety (90) days of your request and our completion of the evaluation and testing (if required by us). We may deny approval for any reason, including that we have determined to limit our number of approved suppliers. We may from time to time revoke our approval of particular items or suppliers if we determine that the items or suppliers no longer meet our standards, or if we determine that the item is no longer appropriate for Your Hertz Business. If we do revoke our approval of items or suppliers, you must, within thirty (30) days, cease to sell or use any disapproved item, and cease to purchase from any disapproved supplier.

Except as indicated above, neither we nor our Parent nor any of our affiliates is currently the approved supplier (or the only approved supplier) for any item or service to be purchased or leased by our franchisees. None of our officers owns a material interest in any approved supplier.

Except as indicated above, neither we nor our Parent nor any of our affiliates will or may derive any revenue from the sale of any item or service to our franchisees, including from any item or service required to be purchased or leased by you from suppliers approved by us or in accordance with the standards or specifications prescribed by us.

At present, and as we do not currently require the purchase or lease of cars of particular makes or models, or from particular approved suppliers, we estimate that the proportion of the purchases and leases that you will make in accordance with standards and specifications (including from approved suppliers), compared to all purchases and leases that you will make, approximates 15 percent in connection with establishing Your Hertz Business, and 10 percent in connection with operating Your Hertz Business.

We have negotiated purchase arrangements with suppliers, including price terms, for the benefit of our franchisees. We do not have purchasing or distribution cooperatives. We have no policy concerning receipt of volume rebates, commissions, payments, or other benefits as a result of purchases of goods and services by Franchisees ("**Allowances**"). As a result, there is no restriction on our right to receive Allowances.

We do not consider your purchases from us, our Parent, our affiliates, or other approved suppliers when determining whether to extend or grant additional franchises.

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ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the license and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in agreement	Disclosure Document item
a. Site selection and acquisition/lease	¶¶ I and V of Franchise Agreement	Items 8 and 11
b. Pre-opening purchases/leases	¶¶ I and V of Franchise Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	¶¶ I and V of Franchise Agreement	Items 8 and 11
d. Initial and ongoing training	¶ V of Franchise Agreement	Item 11
e. Opening	¶ I of Franchise Agreement	Item 11
f. Fees	¶¶ IV and XIII.A of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	¶¶ V and VII of Franchise Agreement; Sections 5, 6, 7 and 10 of Multiple Brand Franchising Addendum	Items 11 and 14
h. Trademarks and proprietary information	¶ VI of Franchise Agreement; Sections 5, 6 and 7 of Multiple Brand Franchising Addendum	Items 13 and 14
i. Restrictions on products/ services offered	¶ V of Franchise Agreement; Section 6 of Multiple Brand Franchising Addendum	Items 5, 8 and 16
j. Warranty and customer service requirements	¶ V of Franchise Agreement	Item 16
k. Territorial development and sales quotas	¶¶ I and V of Franchise Agreement	Item 1

Obligation	Section in agreement	Disclosure Document item
l. Ongoing product/service purchases	Not Applicable	Not Applicable
m. Maintenance, appearance and remodeling requirements	¶ V of Franchise Agreement	Item 8
n. Insurance	¶ XI of Franchise Agreement	Items 7 and 8
o. Advertising	¶ X of Franchise Agreement; Section 5 of Multiple Brand Franchising Addendum	Items 6, 8 and 11
p. Indemnification	¶ XVII of Franchise Agreement	None
q. Owner's participation/ management/staffing	¶ V and XV of Franchise Agreement	Item 15
r. Records and reports	¶¶ V, IV and IX of Franchise Agreement	Item 6
s. Inspections and audits	¶¶ V and IX of Franchise Agreement	Items 6 and 11
t. Transfer	¶ XII of Franchise Agreement	Item 17
u. Renewal	¶ II of Franchise Agreement	Items 1 and 17
v. Post-termination obligations	¶ XIV of Franchise Agreement	Item 17
w. Non-competition covenants	¶ XV of Franchise Agreement	Item 17
x. Dispute resolution	¶XXII of Franchise Agreement	Item 17
y. Other	Not Applicable	Not Applicable

ITEM 10
FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, lease, or obligations.

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ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

1. We will lend you one copy of the Manuals as described in this Item. (Franchise Agreement, Paragraph III.C.). From time to time, amendments or supplements to the Manuals may be sent to you.

2. As described below, we provide site selection assistance.

Continuing Obligations

1. We will, upon your request, consult with you concerning advertising, sales and publicity, and promotion of Your Hertz Business. (Franchise Agreement, Paragraph III.A.)

2. We may, at our option, and on terms that we deem advisable, provide you with continuing advisory assistance in the operation of Your Hertz Business. We may offer to you, at your expense, materials and bulletins on sales, marketing developments, and operating techniques. (Franchise Agreement, Paragraph III.B.)

3. We will include information we deem appropriate about you and other System franchisees on our Website and in other electronic and other sales promotion material as we may determine. (Franchise Agreement, Paragraph III.E.)

4. We may periodically offer you the opportunity, at your option, to purchase certain products and services, including Hertz System Standard Rental Agreements, other forms, stationery, standard Hertz System signs, sales promotional materials and decalcomania, at the price, terms and conditions as we may determine. (Franchise Agreement, Paragraph III.F.)

5. We will, as we determine, include on our Website information about the rates, equipment and conditions under which cars may be rented from System franchisees. (Franchise Agreement, Paragraph III.G.)

6. We will, as we determine, make available to you (upon the price, terms and conditions we determine and to the extent permitted by law) the facilities we develop for Your Hertz Business, including for purchasing of vehicles through manufacturer purchase programs, and for the purchase of various materials such as lubricating oils and greases, tires, parts and accessories, antifreeze and other automotive products. (License Agreement, Paragraph III.H.)

7. We will assist you, to the extent feasible, in locating stolen or converted cars and cooperate with you regarding their disposition or return. (Franchise Agreement, Paragraph III.I)

Site Selection

After signing the Franchise Agreement, you will have 120 days from the Commencement Date to acquire or lease a location for Your Hertz Business within your Area of Responsibility. If you fail to commence active operation of Your Hertz Business within 120 days of the Commencement Date, you will be deemed in default of the Franchise Agreement (Franchise Agreement, Paragraph XIII.C.1.). The Commencement Date will be set forth in Paragraph II.A. of the Franchise Agreement and, depending upon the time that we anticipate you will need to acquire or lease a location and commence active operation, will be on or after the date on which the Franchise Agreement is entered into. We will review and approve your site selection (Franchise Agreement, Paragraph III.D). We are not obligated to do so within a specific timeframe, but anticipate that we will do so within 5 days after the site is identified. Our approval will be dependent on the site being adequate to meet our standards for proximity to facilities and businesses such as hotels, offices, airports and highways. In the event that we do not approve your site, you may submit additional sites for approval, so long as you are able to commence active operation of Your Hertz Business within 120 days of the Commencement Date. If we do not approve of a site such that you cannot open Your Hertz Business within 120 days of the Commencement Date, we have the right to terminate the Franchise Agreement. If the Franchise Agreement is terminated, all non-refundable fees that you have paid to us (such as the initial franchise fee) will be forfeited by you.

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of Your Hertz Business is 10 to 40 days. Factors which may affect this time period include: identifying a site, obtaining acceptable financing arrangements, remodeling, decorating, purchasing and installing equipment, fixtures and signs, hiring employees, and similar factors.

We may delegate the performance of any service, program or obligation to our affiliates, or to third parties and such delegates will have the right to perform any such obligations on a combined basis, utilizing the same or shared personnel, or in conjunction with the performance of the same, similar or different services for or on behalf of our or delegate's company owned, company-operated or franchised businesses, which may be in competition with Your Hertz Business. We will have the right, in our sole discretion, to allocate costs, personnel and other resources among any combined programs. (Franchise Agreement, Paragraph III.J). If you qualify for certain optional services we or our affiliates offer, like rate management, you may incur other obligations under the terms of those agreements.

Advertising

We will, upon request, consult with franchisees concerning advertising, sales and publicity, and promotion of their Hertz Business. We also conduct advertising that benefits our franchisees. We typically disseminate advertising through the internet, mobile, print (newspaper and magazine), radio, social media, television, and through participation in various frequent flyer programs. We use in-house, national, and regional advertising agencies. We will direct all advertising and sales promotion programs, with sole discretion over the planning and media placement of the programs, the creative and strategic concepts, materials and media used in the programs, and the territorial placement and allocation.

Under certain conditions, you may use your own advertising material. All advertising and promotion you use must be in the media (such as placement channel) and of the type and format that we approve. You must conduct the activities in a dignified manner, and they must conform to our standards. You must not use any advertising or promotional materials until you receive our written approval. You must submit samples of all advertising and promotional plans and materials (including electronic media and press releases) to us for our prior approval (including as to prices you charge, to the extent allowed by applicable law), if we have not prepared or previously approved the materials. If you do not receive written notice of disapproval within 15 days of mailing, you may assume that we have approved them.

We have the right to establish, for periods of time that we deem appropriate, regional and/or national advertising and sales promotion funds for the System. We may discontinue any national or regional fund that we may have established. If regional funds are established applicable to Your Hertz Business, or if national funds are established, you must make contributions to the funds as required, and we or our designee will maintain and administer the funds. You will not be required to participate in a local or regional advertising cooperative.

We do not currently assess monthly marketing fees for an advertising fund, but we may do so in the future. If we decide to assess monthly marketing fees, the amount of the assessment will be determined by us and will approximate the marketing fees and assessments charged by other franchisors in similar businesses (which we currently anticipate will be between 2% and 4%), determined without regard to the recurring franchise fee or franchise fee charged by the franchisors. If we begin to assess a monthly marketing fee, it will be payable on the same schedule as the monthly franchise fee and will require all applicable franchisee and locations to contribute on the same pro-rata or proportional basis as determined by us. If established, we may use the fund to meet the costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine, internet, and newspaper advertising campaigns and other public relations activities; the Website; employing advertising agencies to assist; and providing promotional brochures and other marketing materials to members of the System. Sums paid by you to the advertising fund may be used by us to defray any of our operating expenses and overhead reasonably related to the administration, direction or operation of the advertising fund, programs, and activities. If we decide to assess monthly marketing fees, we will not be required to spend amounts equal or proportionate to your contribution in your Area of Responsibility, or to assure that you benefit directly or pro rata from you contributions.

If established, and if we do not use all of the marketing fees in the fund in the year in which they accrue, we plan to use these amounts in the next fiscal year. If established, we do not plan to use any money from the fund for advertising that is principally a solicitation for the sale of franchises.

If established, third parties may also contribute to the fund based on our agreement to feature the products or services of the third parties in our advertising. Although new franchisees are not currently required to contribute directly to a fund, we reserve the right to allocate all or a portion of the franchise fees you pay to us to any assessments you otherwise are required to pay to us (for example, for advertising and sales promotion programs) in such amounts (for example, pro rata basis determinations), and for such purpose and periods as we determine.

While our Parent's audited financial statements may show the net advertising and sales promotion expenses incurred by our Parent, our Parent does not plan to audit or prepare separate financial statements for the funds, if established. As a result, neither the financial statements nor an accounting of the funds would be obtainable for review by franchisees. Any administrative expenses that we and third parties may incur will be charged to the fund at cost, if funds are established.

If established, the funds may be used to meet any and all costs of maintaining, administering, directing and preparing sales promotion activities. We may use the sums you pay to the funds to defray any of our operating expenses and overhead reasonably related to the administration, direction or operation of the funds, programs, and activities.

Website and Electronic Advertising

We may include information on our Website (as defined below) and in such other electronic and other sales promotion material as we deem appropriate about your and other Hertz franchisees. Such information may relate to the rates, equipment and conditions under which cars may be rented from Hertz franchisees. "**Website**" means any interactive electronic document, contained in a network of electronic devices linked by communications software that we operate or authorize others to operate and that refers to the Franchised Business, the Proprietary Marks, or the System.

Our Website is the only Website authorized for advertising Your Hertz Business. You may not, without our prior written approval, advertise Your Hertz Business on any website other than our designated Website. You must cooperate in the preparation, development and maintenance of an interior page on our Website, which will contain such information about Your Hertz Business as we deem necessary or appropriate. We will approve all such information, and any proposed revisions to the information prior to posting or use. We shall have sole discretion and control over our Website design and content.

You may not develop, create, generate, own, license, lease or use any computer medium or electronic medium (such as an Internet home page, e-mail address, Website or display, bulletin board, newsgroup, mobile application or other Internet related medium) which in any way uses or displays, in whole or in part, the Proprietary Marks without or written consent, and then only in such a manner and in accordance with such procedures, policies, standards and specifications as we may establish from time to time. For example, you may not use the Proprietary Marks (in whole or in part): (1) as part of an Internet domain name; (2) as, or a part of, a URL (at any level or address) or email address; (3) on or in connection with any Internet home page, Website, bulletin board, newsgroup, chat-group, buddy list, instant messenger, mobile application, meta-tag or other Internet-related activity, without our prior written consent.

Program Assessments

We may decide to initiate a Program Assessment related to any Program. Such Programs could relate, for example, to advertising, sales promotion, marketing, reservations, centralized billing, direct billing, charge and credit cards, debit cards, cash deposit ID cards, cards issued by us or our affiliates, travel industry commissions or tour arrangements, customer satisfaction, operations, account programs, coupon programs, experimental or test programs. Examples of specific Programs are our (i) Rent It Here – Leave it There program; (ii) Hertz Local Edition or "HLE" program; (iii) Hertz #1 Club program; (iv) Hertz #1 Club Gold program; (v) Hertz Ultimate Choice program; (vi) frequent renter or loyalty programs; (vii) Corporate Rate Programs; and any programs involving the Car Self-Service/Sharing Business. You agree to fully and completely participate in such Programs, as required by us, regardless of whether all other Hertz franchisees are also required to participate in, support and service the Programs. If all other Hertz franchisees are also required to participate in, support and service a Program, then the expenses incurred by you will be on the same basis as other Hertz franchisees. Programs may be modified, replaced, or initiated by us from time to time as in the Manuals or otherwise in writing.

We are currently not charging any Program Assessment to new franchisees, although we reserve the right to do so in the future. We reserve the right to allocate a portion of the franchise fees to assessments related to Programs. Program Assessments are not refundable.

Program Assessments may, for example, be used by us to defray our operating expenses and overhead reasonably related to the administration, direction or operation of such Programs. We will from time to time determine and inform you of the amount of such assessments, and the time and manner of payment for such purposes (for example, pro rata basis determinations) and for such periods as we determine.

Hertz Advisory Council

There is a Hertz Advisory Council (the "**Council**") that currently consists of 5 franchisee members. The franchisee members are appointed by us based on a number of factors, including diversity of experience, geography and airport versus local markets.

The Council serves in an advisory capacity only. We have the power to form, change, or dissolve the Council.

Computer System

At your expense, you must purchase or lease, and maintain, a Computer System. As described in Item 7 (note 9), your Computer System must be capable of electronically exchanging information, messages and other data with other computers by such means as we prescribe in the Manuals or otherwise in writing, including the Internet, and using such protocols (such as TCP/IP) as we may specify. We will have the unlimited right to access and retrieve all data and information from your Computer System, and use such data for any purpose. You must keep your Computer System in good repair, and at your expense, you must promptly install additions, changes, modifications, substitutions, and/or replacements to the computer hardware and software as may be periodically directed. We cannot predict the cost or frequency of required modifications of the Computer System; however, we estimate that the costs of any updates or upgrades will range from $0 to $500 per year. You cannot deviate from the specifications without our previous written consent. (Franchise Agreement, Paragraph V.P.)

Your hardware and software that is part of the Computer System must be able to interface with our data transfer and acquisition systems via a dedicated telephone line modem or dedicated network connection (if we require), including any data transmission or retrieval system, capable of handling rental check-in and check-out, office administrative functions, reservations, customer profiles, intercity transactions and other pertinent information. You may be required to pay for (or the hardware or software provider may be required to pay for) any costs or expenses required by us, whether on our end or at the provider's end, to interface with our system. The hardware and software that you use in connection with the counter operations for Your Hertz Business, including your "counter automation system" software is referred to in this Disclosure Document as the "**Approved Counter System**." The Approved Counter System will support multiple offices and rental fleets, print rental agreements, handle multiple deposit and payment methods, and prepare numerous reports concerning the operation of Your Hertz Business, among other things.

You must purchase and utilize a "counter automation system" for Your Hertz Business. Counter automation systems are software systems that maintain "ready to rent" information of cars in each category, provide a preferred customer database to facilitate reservation and rental processing, as well as rate and rental information. You must pay any fees or expenses associated with any third party software agreement and comply with the terms of any such agreement. We use these systems to transmit reservation information to you in a format that we require and to collect and monitor closed rental agreement information from Your Hertz Business by electronic polling.

The following counter automation software systems are currently the only software approved for use as part of your Approved Counter System:

(i) Cars Thermeon Corporate Services, Santa Ana, California;
(ii) Bluebird Auto Rental Systems, Dover, New Jersey;
(iii) The System Distributors, Inc., North Andover, Massachusetts;
(iv) Fourth Tier Solutions, Hertfordshire, United Kingdom;
(v) Karz Systems, Inc., Evans, CA; and
(vi) Capture (Overland West, Inc.), Ogden, Utah.

We reserve the right to change the counter automation software systems, in which case you must, at your expense, purchase new software licenses.

As of the date of this Disclosure Document, you must lease or purchase the counter automation software systems from the approved suppliers as listed in the above paragraph, or other suppliers as we may designate in the Manuals. You must purchase software support from the approved suppliers (if offered by them). A counter automation software system is licensed to you and the license is not transferable.

We estimate that the costs for your Approved Counter System, which consists of the hardware and software, will be between $11,500 to $250,000, depending on the number and extent of the Approved Counter Systems that you choose to install. If you wish to have the approved supplier provide maintenance and equipment support services, you will sign an agreement with the supplier. The number of computer workstations you will need will vary depending upon the number of cars in your rental fleet or your own requirements. For example, for fleets of up to 100, 200 and 300 rental cars, we estimate you will need 2, 3 and 4 computer workstations, respectively. You may also purchase your computer hardware from the approved supplier (if offered by them).

You must provide us or our affiliates access to retrieve electronic data recorded in your computer system on a 24-hour, seven days a week basis. Such data will include, but will not be limited to, files that contain information pertaining to rental transactions, car rental fleet, reservations, customer files and data files that are part of your general ledger. (Franchise Agreement, Paragraph IX.D).

In the event we or an affiliate offers a counter automation system to franchisees, you may be required to purchase it from us or our affiliate.

We reserve the right to require you to acquire, and thereafter use and maintain, the Computer System (and each part of the Computer System) from an approved supplier as we may from time to time designate in the Manuals or otherwise in writing. We may designate ourselves or an affiliate as an approved supplier (and we or an affiliate may be the only approved supplier) for the Computer System (or any part of the Computer System).

Manuals

We will provide a prospective franchisee with the opportunity to view our Manuals prior to purchasing a franchise. These Manuals include the "Rent It Here-Leave It There" Manual and the Field Bulletins. Prior to viewing our Manuals, you will be required to sign a Confidentiality Agreement (Prospective Franchisees), a copy of which appears as **Exhibit B-1** to this Disclosure Document.

Training

Prior to opening Your Hertz Business, you, your manager and key employees must, at your sole expense (including all travel and living expense), attend and complete, to our satisfaction, all required initial training programs and courses. In addition, we may require that you, at your expense (including all travel and living expense), attend remedial training programs and courses as we deem necessary to improve the operation of Your Hertz Business. You, your manager, and key employees may, at your option and sole expense (including all travel and living expense, and the payment of associated training fees, if any), attend and complete other additional training programs and courses that we offer from time to time. You must also implement a training program for all employees of Your Hertz Business according to our then-current standards and procedures. We may also provide you and your employees with the option of attending training programs conducted by our Parent for employees at one of its company-owned operations.

We maintain no formal training staff for the above training. Our representatives who provide on-site training assistance are employees of us or our Parent and include Franchise Operations Managers and other personnel with extensive (at least three years') experience in field location management techniques, revenue management, and selling at the rental counter. Training classes will be held monthly at the home office, zone training facility, franchisor-owned store and online. The instructional materials will consist of printed materials, PowerPoint® presentations, videos, training outlines, etc. (see the above paragraph regarding trainers).

We also offer training courses through our "Training Management System," given by a third party vendor, ACS Learning Services ("**ACS**"). The Training Management System offers a variety of courses, online ("**Optional ACS On-line Training Program**") and in-person ("**Optional ACS In-Person Training Program**"), which are established to familiarize every employee (new and existing employees) with procedures ranging from First Aid and CPR to vehicle inspections. Also, many of these courses offer different stages in training to where an introductory course may be taken or instructor certification may be awarded upon completion of all course levels. You may complete any or all of these courses at your option, prior to, or subsequent to, the opening of Your Hertz Business.

Materials used for the Training Management System include workbooks, on-line exercises, and spreadsheets. Courses taught in-person generally range from a one-day or two-day course, while on-line courses may last for up to one day.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Onboarding Orientation	4		Franchisor's Headquarters or at your designated location.
Introduction to Hertz	4		Franchisor's Headquarters or at your designated location.
Pre-Opening Procedures	1		Franchisor's Headquarters or at your designated location.
Fleet Programs	1		Franchisor's Headquarters or at your designated location.

Personnel Guidelines	1		Franchisor's Headquarters or at your designated location.
Privacy Policy	1		Franchisor's Headquarters or at your designated location.
Facility Guidelines	1		Franchisor's Headquarters or at your designated location.
Marketing Sales	1		Franchisor's Headquarters or at your designated location.
Revenue Management	1		Franchisor's Headquarters or at your designated location.
Concessions and Airport Agreements	1		Franchisor's Headquarters or at your designated location.
Airport, Off-Airport Counter Observation		8	Airport and Off-Airport Location
Supplies, Required /Forms/Rental Agreements	1		Online
Automation and Computer Systems	8		Online
Privacy Training	1		Online
Diversity Training	1		Online
Facility Requirements, Fixtures, Signage Requirements	1		Online
Employee Appearance Uniform Standards	1		Online
Learning Connection Online Training – NA Franchisee Curriculum	25		Online
Daily Operating Procedures	2		At your designated location.
Counter Procedures	3		At your designated location
Hertz Service and Programs	3		At your designated location
Reservations	4		At your designated location
Pricing	4		At your designated location
Fleet Operations	8		At your designated location
Customer Service/Sales Training	20		At your designated location
Hertz Local Edition-EDICAR/HLES Tutorial	4		Online
Accident Reporting	4		Online
Back Office	8		Online
Safety Procedures	4		Online

Loss Prevention	4		Online

* "Franchisor's Headquarters" means our headquarters located at 8501 Williams Road, Estero, Florida 33928.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You will be granted a non-exclusive, geographic Area of Responsibility in which you will operate Your Hertz Business. The Area of Responsibility varies from franchisee to franchisee, and will be identified by, at a minimum, the name of a city or other political subdivision(s) in Paragraph I.A. of the Franchise Agreement. We retain and reserve all rights not expressly granted to you in the Franchise Agreement. We retain, for ourselves, and our parents, subsidiaries, and affiliates the right, among others, to use, and to franchise others to use, the System and the Proprietary Marks within and outside of your Area of Responsibility, and to develop, use and franchise the use of other proprietary marks within and outside of your Area of Responsibility in connection with the sale, rental, lease, or other use of the same, similar or different products and services, on any terms and conditions that we deem advisable, and without granting you any related rights. We also retain the right to sell our assets, engage in a public offering or private placement of ownership interests, merge with or acquire other companies or to be acquired by another company (including in each instance a company that may own or operate systems or chains that may be competitive with the System). We and our affiliates may develop, use and franchise methods, plans, programs or procedures for the operation of car renting businesses which are not part of the System (for example, the use of electronic kiosks for reservation and customer service functions) and you will have no rights to those methods, plans, programs or procedures unless we expressly make them part of the System franchised to you.

Due to the non-exclusive nature of your territory, we may use alternative distribution methods, including the Internet, within your Area of Responsibility, whether using the Proprietary Marks or other proprietary marks. We are not required to pay any compensation to you for soliciting or accepting reservations from within your Area of Responsibility.

There are no restrictions on you from accepting reservations from outside of your Area of Responsibility; however, you may not solicit reservations from customers (either through advertising or through any website, including through our designated Website) from outside of your Area of Responsibility without our prior permission.

If you are unable to provide any product or service from Your Hertz Business (for example, a particular vehicle model, rental rate, pick-up location or any other customer preference), you must use all reasonable efforts to refer the customer to another Hertz car renting, car leasing, car sales, car self-service/sharing or truck rental business. Also, we may, in our discretion, refer the customer to another car renting, car leasing, car sales, car self-service/sharing, or truck rental business of ours, our affiliates, or our or our affiliates' franchisee that rents or leases the desired product or service.

If, at the time of signing of the Franchise Agreement, it is determined that additional locations are required to be opened within your Area of Responsibility, such additional locations will be noted on Exhibit A of your Franchise Agreement. You must open the additional locations by the date specified on Exhibit A. Failure to meet the schedule set forth on Exhibit A may result in termination of the Franchise Agreement, or may result in the reduction, modification, revision or the reclamation of the Area of Responsibility upon notice to you. If, during the term of your Franchise Agreement we determine that you must open an additional location within your Area of Responsibility, we will provide notice to you and you will have 60 days to provide your intent to open the additional location; you will then have 180 days from the date of our notice to you to commencing operating Your Hertz Business from the additional location. If you fail to timely provide notice of your intent to open the additional location, or if you fail to commence operations within the required time period, we may operate, or franchise others to operate, a Car Renting Business or other similar business using the Proprietary Marks in the Area of Responsibility.

You will not have any options or rights of first refusal to acquire additional franchises within the Area of Responsibility or any contiguous geographic areas.

If you wish to relocate Your Hertz Business within the Area of Responsibility, you will be required to follow the same procedure for approval of a new location. We will review and approve your site selection. We are not obligated to do so within a specific timeframe, but anticipate that we will do so within 5 days after the site is identified. Our approval will be dependent on the site being adequate to meet our standards for proximity to facilities and businesses such as hotels, offices, airports and highways.

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of Your Hertz Business is 10 to 40 days. Factors which may affect this time period include: identifying a site, obtaining acceptable financing arrangements, remodeling, decorating, purchasing and installing equipment, fixtures and signs, hiring employees, and similar factors.

As described above in Item 1, DTG operates Dollar Businesses and Thrifty Businesses, using both franchised and company-owned outlets. These affiliates may operate or offer franchised businesses in your Area of Responsibility that compete with Your Hertz Business, including Vehicle Rental Businesses that offer both the Dollar and Thrifty brands. Neither we, nor any of our affiliates, including our affiliates described above in Item 1 (including Dollar and Thrifty), have any established procedures for resolving conflicts that may develop among Hertz System franchisees, Dollar franchisees, Thrifty franchisees, DTG Operations, DTG, our other affiliates, and us. In the event such conflicts were to arise, however, we would seek to resolve them through discussions among the affected parties.

Our Parent or one of its subsidiaries or affiliates may operate businesses within your Area of Responsibility which offer "deep value" car rentals for price conscious leisure travelers under the "Firefly" brand.

Our Parent, or one of its subsidiaries or affiliates, may operate and offer franchised businesses within your Area of Responsibility which rent cars by the hour, week or month as part of "Hertz 24/7®" car sharing services.

Our Parent, or one of its subsidiaries or affiliates, may operate and offer franchised businesses within your Area of Responsibility which sell used vehicles.

Our Parent, or one of its subsidiaries or affiliates, may operate and offer franchised businesses within your Area of Responsibility which sell used rental cars through Hertz's "Rent2Buy" program.

You may not advertise Your Hertz Business outside your Area of Responsibility without our prior written consent.

You must pay other Hertz (and possibly Dollar and Thrifty) franchisees (or our affiliates) in accordance with the "Rent It Here-Leave It There" Manual, as revised, when you rent cars owned by such franchisees or our affiliates to customers on a "local" or "inter-city" basis.

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ITEM 13
TRADEMARKS

Under the Franchise Agreement, you will have the right to operate a car renting, or renting and leasing, business under the name and mark "HERTZ," or other form of words featuring the name and mark "HERTZ" as we may periodically require or approve. The following principal trademarks and service marks, which we may license to you, are registered on the Principal Register of the United States Patent and Trademark Office.

NAME	REGISTRATION DATE	REGISTRATION NUMBER
HERTZ	October 11, 1955 Renewed May 21, 2015	0614123
HERTZ	March 8, 1983 Renewed November 2, 2012	1230391
HERTZ LOCAL EDITION	February 23,1999 Renewed December 10, 2008	2226787
HERTZ	April 22, 2003 Renewed April 16, 2013	2709052
HERTZ	November 17, 1992 Renewed November 30, 2012	1733621
HERTZ	February 26, 2013	4295844
HERTZ	February 19, 2013	4292509
HERTZ	February 19, 2013	4292510
HERTZ	February 24, 2015	4691285

We have timely filed all affidavits of use.

There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Administrator of this state, or of any court, nor any pending interference, infringement, opposition, or cancellation proceedings or material litigation involving our Proprietary Marks, which may be relevant to their use in this state or any other state.

There are no agreements currently in effect that significantly limit our right to use or license the use of our Proprietary Marks in any manner material to Your Hertz Business.

We do not know of any superior rights or infringing uses that could materially affect your use of the Proprietary Marks in this state or elsewhere. You are obligated by the Franchise Agreement to notify us of any use or claim of right to a Proprietary Mark which is the same as, or confusingly similar to, our Proprietary Marks. We are not obligated to take affirmative action if there is any such use or claim of right, but we have the exclusive right to control any litigation or other proceeding concerning the Proprietary Marks. You must execute all instruments and documents, provide assistance and do all things necessary to protect and maintain our interests in the Proprietary Marks.

We are not obligated by the Franchise Agreement or otherwise to defend you against any infringement, unfair competition, or other claim regarding your use of any mark, or to indemnify you for damages for which you may be held liable arising out of the use of any mark, or for any expenses you incur in the defense of any such claim. In the event that litigation involving the Proprietary Marks is instituted or threatened against you, you must promptly notify us and you must cooperate fully with us in defending or settling the litigation. We may take whatever action we deem appropriate to preserve our rights to and interest in the Proprietary Marks, and our right to license the Proprietary Marks to others, and we may take whatever action we deem appropriate to protect and defend our right to and interest in the Proprietary Marks against infringement, confusion, tarnishment, dilution or other diminution or loss. We have full discretion and the right to elect the specific measures, if any, to be taken to protect our rights, including in any administrative proceeding or litigation involving the Proprietary Marks.

We have the right to require you to discontinue or modify the use of any licensed marks, and we reserve the right to adopt rules, regulations, procedures, provisions, and methods which may alter your rights with respect to the use of a mark, but which will not diminish your right to operate under the System. Also, we may change the System, or a part of it, or we may terminate the Franchise Agreement (Paragraph XIII of the Franchise Agreement), in which case you may lose all rights to operate under the System.

If you have more than one brand, you are strictly prohibited from co-branding and you must conduct your operations, and comply with the image and standards requirements, according to the franchise agreements, the Multiple Brand Franchising Addendum, and the Manuals, including separate off-airport facilities, rental counters, and uniforms, and compliance with other guidelines so that it is clear to the public that, as applicable, Your Hertz Business, your Thrifty Business, your Firefly Business and/or your Dollar Business are separate and distinct businesses.

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ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any rights in or to any patents or registered copyrights that are material to Your Hertz Business; also, we have no pending patent applications material to Your Hertz Business.

Manuals

You must operate Your Hertz Business in accordance with the standards, policies, and procedures specified in the Manuals. You will receive one copy of the Rent It Here-Leave It There Manual on loan from us for the term of the Franchise Agreement, and you will receive access to the Field Bulletins through our Intranet. You will also receive updates to the Field Bulletins through our Intranet. You must treat the Manuals, and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as confidential. You must not reproduce the materials, in whole or in part, or otherwise make them available to any unauthorized person. The Manuals will at all times remain our sole property and must be kept in a secure place.

We may revise the contents of the Manuals, and you must comply with each new or changed standard. You must ensure that the Manuals are kept current at all times. If there is a dispute as to the content of the Manuals, the terms of the master copies which we maintain at our home office will control.

Confidential Information

You will (and you will cause your affiliates, employees, representatives and agents to), during or after the term of the Franchise Agreement, treat and maintain information concerning the System and procedures, operations and data used in the System, including but not limited to, customer lists, operating methods and techniques, marketing programs, and commercial account information and material. You will (and you will cause your affiliates, employees, representatives and agents to) divulge confidential information only to those employees, representative and agents who are directly connected with the performance of work which requires knowledge, and you must advise the employees and agents of the confidential nature and the requirements for non-disclosure. Your managerial employees and agents must sign a Confidentiality Agreement (Managerial Employees and Agents), the form of which is attached to this Disclosure Document as **Exhibit B-2.** If you are an individual and have chosen to assign the operating rights of your Hertz Business to an entity, the officers, directors and managers of the assigned entity must also sign the Confidentiality and Non-Competition Agreement (Officers, Directors and Managers of Operating Entity), the form of which is attached to this Disclosure Document as **Exhibit B-3**.

Information or techniques prepared, compiled or developed by you, your employees or agents during the term of the Franchise Agreement and relating to performance or operation of the System or Your Hertz Business will be considered as part of our confidential and proprietary information.

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ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must devote a significant amount of personal time, energy and direction, and your best efforts, to developing, conducting, managing and operating Your Hertz Business and to encouraging the use of our world-wide car renting services. You must employ (or you may serve as) a manager who must: (i) be disclosed to us; (ii) complete required training; and (iii) have sufficient Vehicle Rental Business experience to manage and operate Your Hertz Business; and (iv) devote full time to the management and operation of Your Hertz Business. An employed manager is not required to have an equity interest in Your Hertz Business. You may disclose to your manager the confidential, proprietary information we give to you, but only to the extent necessary for operation of Your Hertz Business. We require your manager to sign a Confidentiality Agreement (Managerial Employees and Agents), the form of which is attached to this Disclosure Document as **Exhibit B-2**. If you are an individual and have chosen to assign the operating rights of Your Hertz Business to an entity, the officers, directors and managers of the assigned entity must also sign the Confidentiality and Non-Competition Agreement (Officers, Directors and Managers of Operating Entity), the form of which is attached to this Disclosure Document as **Exhibit B-3**.

You and your shareholders, members or partners must also sign the Confidentiality Agreement (for Prospective Franchisees) attached as **Exhibit B-1** before the receipt of any confidential proprietary information, including our Manuals.

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ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must rent only cars which meet our standards and specifications (including, the types, quality, fuel source, emissions profile, size, mileage, model year or age, and brand of cars) as we may from time to time prescribe in the Manuals or otherwise in writing. Each vehicle rented must be a motor vehicle designed and used primarily for transporting people (including sport utility vehicles of any size, passenger vans of any occupancy, and smaller than medium duty pick-up trucks). You also must operate Your Hertz Business in conformity with such standards, specifications and procedures as we may from time to time determine and prescribe, including with regard to the products and services authorized to be used and rented at Your Hertz Business. The cars must be rented on a standard form which we provide.

We reserve all rights not granted to you, and (by way of example) you may not: (1) sell any vehicles under the Proprietary Marks or otherwise from or in connection with Your Hertz Business; (2) lease any cars under any lease agreements (even though other franchisees operating under the System may be permitted to do so); (3) rent cars in connection with or through any self-service program or car-sharing service; (4) rent, lease or sell any vehicles that are determined by us to be primarily designed, used or maintained for the transportation of property or goods; or (5) rent, lease or sell any form of aerial, materials handling, earthmoving, construction, industrial, marine, or other machinery or equipment, whether or not the same is self-propelled.

You must subscribe to and fully and completely participate in any and all Programs, campaigns or activities. Such Programs, campaigns or activities could relate, for example, to advertising, sales promotion, marketing, reservations, centralized billing, direct billing, charge cards, credit cards, debit cards, cash deposit ID cards, any cards issued by us or our affiliates, travel industry commissions or tour arrangements, customer satisfaction, operations, account programs, coupon programs, experimental or test programs. Examples of specific Programs are our (i) Rent It Here – Leave it There program; (ii) Hertz Local Edition or "HLE" program; (iii) Hertz #1 Club program; (iv) Hertz #1 Club Gold program; (v) Hertz Ultimate Choice program; (vi) frequent renter or loyalty programs; (vii) Corporate Rate Programs; and any programs involving the Car Self-Service/Sharing Business in which we require you to participate. Such Programs may be initiated, modified or replaced by us from time to time in the Manuals or otherwise in writing. Some of these programs, campaigns and activities may also be undertaken separately from or together with programs, campaigns and activities of our affiliates and their franchisees including operations in the Dollar, Thrifty and Firefly systems.

In addition, you must subscribe to, participate in and promote our (or our affiliate's) reservation program or system (the "**Reservations System**"), and pay related assessments and contributions as we prescribe on the same basis applicable to other System franchisees. You must participate in and promote any Reservations System that we now maintain or may later establish or designate. You must comply with all of the terms, conditions and procedures of the Reservations System, must accept and service all reservations received through the Reservations

System, regardless of the medium by which the reservation is received (e.g. telephone, central reservation system, global distribution systems, Internet, or other collection or distribution systems) and may pay to us or our designee the fees and other charges imposed by us, and/or due under the Reservations System. In addition, you must accept and service all reservations for your services which are received from other franchisees of Hertz and us and must transmit all reservations which you are requested to place by any customer to the appropriate Hertz franchisee without charge to the customer and without fee to the receiving franchisee or us, other than as may be specified in the Manuals. You must not establish or utilize a system for collecting and distributing reservations, either separately or in combination with other travel services, which in our sole determination, competes with or is duplicative of a reservation, collection or distribution system we establish or under our authority, including, any telephone, computer or Internet reservation system. A reservation center for local rental business, which is neither promoted nor advertised outside of the Territory or to airport customers, is not a violation of this provision.

You must also offer customers the option of purchasing loss or collision damage waiver, honor certain charge and credit cards, solicit applicants for charge and credit cards, process reservations for car renting services and refrain from engaging in practices which mislead the public. You must operate Your Hertz Business in accordance with the System and may operate and conduct Your Hertz Business and provide services only within your Area of Responsibility and only from the Franchised Premises.

You are not limited by the terms of the Franchise Agreement, any other agreement, or any practice in the customers to whom you may offer the services of Your Hertz Business.

If we permit you to have more than one brand, you must (1) submit commercially reasonable bids for the right to operate separately, your Thrifty Business, your Dollar Business and/or Your Hertz Business from an in-terminal location at the airport within the Territory; (2) comply with all image and standards requirements for the operation of multiple brands, including potentially separate off-airport facilities, rental counters, and uniforms, and compliance with other guidelines so that it is clear to the public that your Thrifty Business, your Dollar Business and/or Your Hertz Business are separate and distinct businesses; and (3) conduct your operations according the Multiple Brand Franchising Addendum and the Manuals, which generally will prohibit co-branding in conjunction with Your Hertz Business.

If permitted by us, a franchisee with more than one brand may service its customers using a combined vehicle rental fleet for use in the operation of its Hertz Business as long as the vehicle identification is neutral, unbranded and in compliance with required image standards. However, unless we otherwise authorize, you will not be allowed to co-brand your Courtesy Vehicles.

If we allow you to you have more than one brand, you must use a counter automation system that is compatible with the specifications of Thrifty, Dollar and/or Hertz, and which is capable of sending and receiving data from Thrifty, Dollar and/or Hertz.

If we authorize you to have more than one brand, you must have brand-specific dedicated employees in all areas where customer contact occurs. Sharing of counter employees across brands at the same time is strictly prohibited, unless we otherwise approve. Customer contact employees must always be uniformed in the attire of the brand they are currently representing and must wear authorized Thrifty, Dollar and/or Hertz uniforms and nametags. Common or neutral customer contact employee uniforms are not allowed, unless specifically permitted by us.

We, and our affiliates, retain the right, in our sole discretion, to unilaterally make changes to the operating requirements and procedures for operating multiple brands, to maintain the goodwill associated with our Proprietary Marks, the Dollar Marks and the Thrifty Marks, to meet customer satisfaction demands and to meet competition. There may be variations in customer-based performance standards between the brands as set forth in the applicable Manuals and operating guides.

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ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

Franchise Agreement

Provision	Section in franchise agreement	Summary
a. Length of the franchise term	¶ II.A	The initial term ("**Initial Term**") of the Franchise Agreement is five (5) years.
b. Renewal or extension of the term	¶ II.B	The Franchise Agreement may be renewed for three (3) successive periods of five (5) years each.
c. Requirements for you to renew or extend	¶ II.B	We must have a continuing program for the conduct and operation of car renting businesses and be offering new franchises to conduct car renting businesses at the time you elect to renew. Also, you must: (1) give us written notice of your election to renew not more than 12 months nor less than 9 months prior to the end of the Initial Term (and, as applicable, the end of the first and second renewal periods); (2) not be in default of the Franchise Agreement, or any other agreement between you and us or our affiliates and you must have substantially complied with the Franchise Agreement and such other agreements; (3) have paid all amounts owed to us on or before their due dates; (4) execute the then-current form of Car Rental Franchise Agreement being offered by us; (5) execute a general release, in a form satisfactory to us (our current form of general release appears as **Exhibit I**); (6) comply with our then-current qualification and training requirements; (7) refurbish, repair, replace or obtain, at your expense, such equipment, computer systems, signs, interior and

Provision	Section in franchise agreement	Summary
		exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of Your Hertz Business; (8) have achieved (during the Initial Term and during any applicable renewal periods) the performance requirements described in Exhibit B to the Franchise Agreement; and (9) pay us a non-refundable renewal fee in the amount of $5,000. Upon renewal, you must sign our then-current Franchise Agreement, which may contain materially different terms and conditions than your original Franchise Agreement. If you continue to operate Your Hertz Business after the end of your Initial Term (and, as applicable, after the end of your first and second renewal periods) without having renewed the franchise in accordance with Paragraph II.B of your Franchise Agreement, we may (1) upon 30 days' written notice to you, deem you to be operating on a month-to-month basis under our then-current form of Franchise Agreement, including then-applicable Franchise Fees and other fees and assessments; or (2) deem the Franchise Agreement terminated.
d. Termination by you	¶ XIII.A	With or without cause with not less than 180 days prior written notice to us; payment of an "Early Termination Fee" (liquidated damages), calculated by multiplying a minimum amount due (as set forth in your Franchise Agreement) by the years remaining on your Franchise Agreement.
e. Termination by us without cause	Not Applicable	We may not terminate your Franchise Agreement without cause.
f. Termination by us with cause	¶¶ XIII.B, C and D	We have the right to terminate your Franchise Agreement for cause.

Provision	Section in franchise agreement	Summary
g. "Cause" defined – curable defaults	¶¶ XIII.B, C and D	Your Franchise Agreement may be terminated if you: fail to strictly comply with any term or requirement of your Franchise Agreement, the Manuals or any other agreement between you or your affiliates and us and our affiliates (whether or not related to your Franchise Agreement); fail to pay monies due to us or our affiliates or to submit financial or other required information to us; fail to maintain specified standards; fail to maintain rates as required; fail to obtain prior written consent as required; misuse or unauthorized use of the Proprietary Marks; failure to obtain or maintain insurance; failure to provide access to us to conduct examinations and audits (and failure to provide access within 3 days' notice to you).
h. "Cause" non-curable defaults	¶¶ XIII.B and C	Your Franchise Agreement will terminate automatically if you: become insolvent; fail to propose an approved transferee after death or permanent incapacity; attempt a Transfer (as defined below) without our consent or attempt a transaction comparable to a Transfer after termination or expiration; fail to commence operation with 120 days of the date designated in the Franchise Agreement; fail to operate Your Hertz Business without our prior consent; conviction of a felony; disclose contents of Manuals or trade secrets; fail to comply with covenants; maintain falsified books or records; commit multiple defaults of the Franchise Agreement; use advertising on multiple occasions that is not in compliance with our standards without our prior approval; make material misrepresentations; fail to complete our

Provision	Section in franchise agreement	Summary
		initial training; maintain a separate rental fleet in your Area of Responsibility without paying fees to us; fail to maintain number of vehicles required for each calendar month during the term of the Franchise Agreement or fail to maintain minimum average number of vehicles for either 6 consecutive months or 9 months out of any 12 consecutive months; fail to sign the then-current agreement upon renewal, we may terminate your agreement upon at least 30 days' notice of termination.
i. Your obligations on termination/non-renewal	¶ XIV	Upon termination or non-renewal, you must: cease operating under the System and the Proprietary Marks; cease holding yourself out to the public as a present or former System franchisee; pay monies owed to us or our affiliates, other franchisees of us or our affiliates; pay damages, costs and expenses incurred by us to obtain injunctive relief or to enforce the termination provisions of your Franchise Agreement; return Manuals and other materials to us; cease to use the Proprietary Marks; cancel assumed name registrations; comply with covenants, and other things as listed in your Franchise Agreement.
j. Assignment of contract by us	¶ XII.A	There are no limits on our right to assign the Franchise Agreement.

Provision	Section in franchise agreement	Summary
k. "Transfer" by you – defined	¶ XII.B.(1)	You may not engage in any transaction that results in the sale, assignment, transfer, conveyance, give away, pledge, mortgage, or otherwise disposes of or encumbers any direct or indirect interest in whole or in part of: (i) the Franchise Agreement or any interest in it or rights under it; (ii) the Franchised Business, including any transfer or assets not in the ordinary course of business; (iii) the Area of Responsibility; (iv) any Franchised Premises; or (v) any interests in the assignee of the operating rights under the Franchise Agreement (any these, a "**Transfer**"), except as provided in ¶ XII of the Franchise Agreement.
l. Our approval of transfer by you	¶ XII.B	We have the right to approve transfers.
m. Conditions for our approval of transfer	¶ XII.B.(3)	You must not be in default under the Franchise Agreement. You must provide a "**Notice of Transfer**" to us, which will include, in addition to other information and documents relating to the Transfer, the transferee, you, or Your Hertz Business as we may reasonably request: (i) the name and of the transferee; (ii) the purchase, sale or other agreement; (iii) a detailed description of the proposed transferee's business background including any related experience; (iv) recent financial statements of the transferee; (v) copies of all agreements, appraisals and evaluations relating to the Transfer; and (vi) copies of your year-end and monthly financial statements. We have 60 days from the day after we receive it (unless that time period is extended or modified) to approve or disapprove the Transfer (the "**Review Period**").

Provision	Section in franchise agreement	Summary
		If the Transfer is approved, you must execute a transfer, consent and release agreement, along with a general release (see **Exhibit I** for the form of general release). You must indemnify us, our affiliates and their directors, officers and employees for any actions (or omissions) by you in the conduct of Your Hertz Business prior the date of the Transfer. The transferee must complete the then-current form of franchise application and, and the transferee must meet our then-current standards and qualifications to become a franchisee; transferee must execute a then-current standard form of Hertz System Car Rental Franchise Agreement, upon the same terms and conditions then being offered by us (except to initial franchise fee, franchise fee, transfer fee and other fees and length of term, all of which are in our sole discretion), and any ancillary agreements as we may require (which may include a guarantee). Transferee cannot be a publicly-held entity; cannot own, engage in or have any interest in any other car renting business similar to Your Hertz Business, except as permitted by us. If the proposed Transfer would result in the transferee owning and operating more than one car rental business pursuant to franchise agreements with us or our affiliates, we will determine in our discretion whether we will permit the ownership and operation of such multiple car rental businesses by transferee. All amounts due and owing to us, our affiliates or all other franchisees must be paid prior to Transfer.

Provision	Section in franchise agreement	Summary
n. Our right of first refusal to acquire your business	¶ XII.D	During the Review Period, we have the right to exercise our right of first refusal to purchase from you the interest that is proposed to be transferred, for the same price and upon the same terms and conditions as stated in the Notice of Transfer and acquisition agreement. We have an additional 60 days after the Review Period, plus any additional time needed to obtain consents or other closing conditions, to complete the transaction.
o. Our option to purchase your business	¶ XIV.J	Upon expiration or termination, within 30 days (or within 120 days after our receipt of a notice from you that you are terminating the Franchise Agreement), we may elect to purchase from you, and to require you to sell to us or to our nominee, some or all (at our option) of the assets employed in Your Hertz Business.
p. Your death or disability	¶ XII.C	Upon request, we will extend the Franchise Agreement for 180 days to find a qualified transferee.
q. Non-competition covenants during the term of the franchise	¶ XV.B	You (or an entity to which an assignment of operating rights has been made) must not: (1) divert or attempt to divert any actual or prospective business or customer of Your Hertz Business, or of any other Vehicle Rental Business conducted under the System, to any competitor, by direct or indirect inducement or otherwise; (2) employ or seek to employ any person who is at that time employed by us, our affiliates or by any other franchisee of ours, or otherwise directly or indirectly seek to induce such person to leave his or her employment; or (3) own, maintain, engage in, operate, conduct, solicit, have any interest in, or provide any

Provision	Section in franchise agreement	Summary
		advisory or operational assistance to any other car renting business similar to Your Hertz Business.
r. Non-competition covenants after the franchise is transferred, terminated, expires or is not renewed	¶ XV.C	You (or an entity to which an assignment of operating rights has been made) must not, for a period of 1 year after a Transfer, expiration, termination or nonrenewal: (1) Employ or seek to employ any person who is at that time employed by us, our affiliates or by any other franchisee of ours, or otherwise directly or indirectly seek to induce such person to leave his or her employment; or (2) Own, maintain, engage in, operate, conduct, solicit, have any interest in, or provide any advisory or operational assistance to any other Vehicle Rental Business (except under a franchise from us or an affiliate): (a) Within the Area of Responsibility; (b) Within one hundred (100) miles of the border of the Area of Responsibility; (c) Within the area of responsibility of any other franchisee under the System; (d) Within a ten (10) mile radius of the border of the area of responsibility of any other System franchisee; or (e) Within a ten (10) mile radius of any Hertz Business operated by us or our affiliates under the System.
s. Modification of the agreement	¶ XX	Must be in writing and executed by both parties.

Provision	Section in franchise agreement	Summary
t. Integration/merger clause	¶ XX	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	¶ XXII.B and C	Parties must have face-to-face meeting to attempt to resolve disputes at our headquarters before initiating arbitration (subject to state law).
v. Choice of forum	¶ XXII.C and E	Arbitration will be held in the state where our headquarters is then located (currently, Florida) (subject to state law)*. For matters not covered by arbitration, litigation will be held in the state where our headquarters is then located (currently, Florida) (subject to state law).*
w. Choice of law	¶ XXII.D	Florida (subject to state law)*
* Please refer to the disclosure addenda and contractual amendments appended to this Disclosure Document for additional terms that may be required under applicable state law.		

Multiple Brand Franchising Addendum

Category	Section in Multiple Brand Franchising Addendum	Summary
a. Termination by Franchisor with cause	8	See Franchise Agreement summary. In addition, under the Multiple Brand Franchising Addendum, we can terminate if there is an event of default under the Dollar and/or Thrifty franchise agreement(s) or if you give notice to terminate the Dollar and/or Thrifty franchise agreement(s).

Category	Section in Multiple Brand Franchising Addendum	Summary
b. "Cause" defined – curable defaults	8	See Franchise Agreement summary. In addition, under the Multiple Brand Franchising Addendum, you will be given at least 20 days from the date of delivery of written notice to cure any breaches, to the satisfaction of us, Dollar and/or Thrifty, if (i) you combine, display or use the Thrifty Marks, Dollar Marks and/or Hertz Marks in violation of our Franchise Agreement, the Dollar franchise agreement, the Thrifty franchise agreement and/or the Multiple Brand Franchising Addendum; (ii) any advertising, marketing or promotion combines, displays or uses the Thrifty Marks, Dollar Marks and/or the Hertz Marks in violation of our Franchise Agreement, the Dollar franchise agreement, the Thrifty franchise agreement and/or the Multiple Brand Franchising Addendum; or (iii) you fail to comply with any provision of the Multiple Brand Franchising Addendum.
c. "Cause" defined – non-curable defaults	8	See Franchise Agreement summary. In addition, under the Multiple Brand Franchising Addendum, if you transfer, sell or otherwise dispose of our Franchise Agreement, the Dollar franchise agreement and/or the Thrifty franchise agreement without the express written consent of us, Dollar and/or Thrifty.
All other items of the Multiple Brand Franchising Addendum, which must be disclosed in this Item 17, are substantially similar to those contained in the Franchise Agreement.		

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Robert M. Barton, Senior Vice President, Global Franchise Operations, The Hertz Corporation, at 8501 Williams Road, Estero, Florida 33928, (239) 301-7693, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	370	318	-52
	2015	318	330	12
	2016	330	326	-4
Company Owned	2014	4503	4461	-42
	2015	4461	3815	-646
	2016	3815	3441	-374
Total Outlets	**2014**	**4873**	**4779**	**-94**
	2015	**4779**	**4145**	**-634**
	2016	**4145**	**3767**	**-378**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2014 to 2016

State	Year	Number of Transfers
Kansas	2014	3
	2015	1
	2016	0
Minnesota	2014	0
	2015	1
	2016	2
New York	2014	0
	2015	2
	2016	0
North Dakota	2014	0
	2015	3
	2016	11
Pennsylvania	2014	0
	2015	4
	2016	0
Tennessee	2014	1
	2015	0
	2016	0
Texas	2014	1
	2015	0
	2016	0
TOTAL	**2014**	**5**
	2015	**11**
	2016	**13**

Note: States not listed had no transfers for the time periods indicated.

Table No. 3
Status of Franchised Outlets
For Years 2014 - 2016

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
AK	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	1	1
	2016	1	0	0	0	0	0	1
AL	2014	12	0	0	0	0	1	11
	2015	11	0	0	0	0	0	11
	2016	11	0	0	0	0	0	11
AR	2014	25	0	0	0	0	0	25
	2015	25	1	0	0	0	0	26
	2016	26	3	0	0	0	1	28
AZ	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
CA	2014	0	0	0	0	0	0	0
	2015	0	7	0	0	0	0	7
	2016	7	1	0	0	0	0	8
GA	2014	18	0	0	0	0	0	18
	2015	18	1	0	0	0	0	19
	2016	19	0	0	0	0	0	19
GU	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2015	6	1	0	0	0	0	7
ID	2014	18	0	0	0	0	0	18
	2015	18	0	0	0	0	0	18
	2016	18	0	0	0	0	0	18
IL	2014	2	0	0	0	0	2	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
KY	2014	6	0	0	0	0	0	6
	2015	6	1	0	0	0	0	7
	2016	7	0	0	0	0	0	7
KS	2014	7	0	0	0	0	0	7
	2015	7	0	0	0	0	0	7
	2016	7	3	0	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
LA	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
MI	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
MN	2014	6	0	0	0	0	1	5
	2015	5	1	0	0	0	0	6
	2016	6	2	0	0	0	4	4
MO	2014	23	0	0	0	0	12	11
	2015	11	0	0	0	0	0	11
	2016	11	0	0	0	0	0	11
MP	2014	4	0	0	0	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	1	0	0	0	0	5
MS	2014	9	0	0	0	0	5	4
	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
MT	2014	22	0	0	0	0	0	22
	2015	22	0	0	0	0	0	22
	2016	22	0	0	0	0	0	22
NC	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	2	4
ND	2014	18	0	0	0	0	0	18
	2015	18	3	0	0	0	0	21
	2016	21	11	0	0	0	16	16
NE	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	4	0	0	0	0	4
NJ	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
NM	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	1	2
	2016	2	0	0	0	0	0	2
NY	2014	10	0	0	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2015	10	1	0	0	0	0	11
	2016	11	0	0	0	0	1	10
OH	2014	54	0	0	0	0	5	49
	2015	49	0	0	0	0	0	49
	2016	49	1	0	0	0	3	47
OR	2014	11	0	0	0	0	4	7
	2015	7	0	0	0	0	1	6
	2016	6	1	0	0	0	0	7
PA	2014	17	0	0	0	0	0	17
	2015	17	0	0	0	0	0	17
	2016	17	1	0	0	0	1	17
SD	2014	7	0	0	0	0	0	7
	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	0	0	7
TN	2014	21	0	0	0	15	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6
TX	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
UT	2014	7	0	0	0	0	0	7
	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	0	1	6
VI	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
VT	2014	2	0	0	0	0	2	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
WA	2014	11	0	0	0	0	4	7
	2015	7	0	0	0	0	1	6
	2016	6	0	0	0	0	1	5
WI	2014	23	0	0	0	0	1	22
	2015	22	1	0	0	0	0	23
	2016	23	2	0	0	0	3	22
WV	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2016	1	0	0	0	0	0	1
WY	2014	9	0	0	0	0	0	9
	2015	9	0	0	0	0	0	9
	2016	9	0	0	0	0	0	9
TOTAL	**2014**	**370**	**0**	**0**	**0**	**15**	**37**	**318**
	2015	**318**	**16**	**0**	**0**	**0**	**4**	**330**
	2016	**330**	**31**	**0**	**0**	**0**	**35**	**326**

Notes: (1) States not listed had no franchised outlets for the time periods indicated.
(2) The figures set forth in this Item 20 are based upon reports generated by data systems of the franchisor and reasonable calculations derived from those reports.

Table No. 4
Status of Company-Owned Outlets
For years 2014 to 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at end of Year
AL	2014	44	6	2	0	0	52
	2015	52	3	0	9	0	46
	2016	46	3	0	4	0	45
AK	2014	11	0	0	0	0	11
	2015	11	5	0	5	0	11
	2016	11	0	0	0	0	11
AR	2014	0	0	2	0	0	2
	2015	2	0	0	0	1	1
	2016	1	0	0	0	0	1
AZ	2014	128	0	0	6	0	122
	2015	122	6	0	36	0	92
	2016	92	2	0	7	0	87
CA	2014	719	0	0	3	0	716
	2015	716	56	0	74	0	698
	2016	698	27	0	129	0	596
CO	2014	101	9	0	0	0	110
	2015	110	11	0	38	0	83
	2016	83	2	0	2	0	83
CT	2014	65	4	0	0	0	69

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at end of Year
	2015	69	4	0	10	0	63
	2016	63	0	0	6	0	57
DC	2014	13	0	0	0	0	13
	2015	13	5	0	0	0	18
	2016	18	0	0	4	0	14
DE	2014	16	1	0	0	0	17
	2015	17	8	0	3	0	22
	2016	22	1	0	7	0	16
FL	2014	453	10	0	0	0	463
	2015	463	17	0	33	0	447
	2016	447	10	0	97	0	360
GA	2014	135	0	0	7	0	128
	2015	128	0	0	36	0	92
	2016	92	4	0	6	0	90
HI	2014	43	0	0	3	0	40
	2015	40	1	0	5	0	36
	2016	36	4	0	2	0	38
IA	2014	58	0	0	6	0	52
	2015	52	4	0	12	0	44
	2016	44	0	0	5	0	39
ID	2014	3	0	0	0	0	3
	2015	3	0	0	0	0	3
	2016	3	0	0	1	0	2
IL	2014	223	0	0	23	0	200
	2015	200	33	0	77	0	156
	2016	156	2	0	11	0	147
IN	2014	13	0	0	2	0	11
	2015	11	32	0	0	0	43
	2016	43	3	0	2	0	44
KS	2014	66	1	0	0	0	67
	2015	67	1	0	20	0	48
	2016	48	0	0	12	0	36
KY	2014	36	0	0	2	0	34
	2015	34	9	0	10	0	33
	2016	33	1	0	4	0	30
LA	2014	72	2	0	0	0	74
	2015	74	1	0	16	0	59

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at end of Year
	2016	59	6	0	1	0	64
MA	2014	105	6	0	0	0	111
	2015	111	4	0	11	0	104
	2016	104	2	0	7	0	99
MD	2014	51	14	0	0	0	65
	2015	65	3	0	25	0	43
	2016	43	0	0	6	0	37
ME	2014	15	0	0	0	0	15
	2015	15	0	0	2	0	13
	2016	13	0	0	1	0	12
MI	2014	139	0	0	13	0	126
	2015	126	20	0	32	0	114
	2016	114	2	0	13	0	103
MN	2014	50	0	0	7	0	43
	2015	43	1	0	19	0	25
	2016	25	1	0	4	0	22
MO	2014	62	0	0	0	0	62
	2015	62	2	0	17	0	47
	2016	47	1	0	8	0	40
MS	2014	26	1	0	0	0	27
	2015	27	0	0	10	0	17
	2016	17	0	0	1	0	16
MT	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	1	0	0	0	1
NC	2014	98	0	0	4	0	94
	2015	94	11	0	25	0	80
	2016	80	3	0	9	0	74
ND	2014	1	0	0	0	0	1
	2015	1	0	0	1	0	0
	2016	0	0	0	0	0	0
NE	2014	33	0	0	16	0	17
	2015	17	0	0	6	0	11
	2016	11	0	0	2	0	9
NH	2014	20	0	0	2	0	18
	2015	18	0	0	1	0	17
	2016	17	0	0	0	0	17

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at end of Year
NJ	2014	99	4	0	0	0	103
	2015	103	8	0	31	0	80
	2016	80	3	0	2	0	81
NM	2014	31	2	0	0	0	33
	2015	33	0	0	3	0	30
	2016	30	1	0	0	0	31
NV	2014	67	2	0	0	0	69
	2015	69	0	0	22	0	47
	2016	47	2	0	4	0	45
NY	2014	293	0	0	28	0	265
	2015	265	15	0	66	0	214
	2016	214	12	0	24	0	202
OH	2014	99	0	0	14	0	85
	2015	85	3	0	20	0	68
	2016	68	1	0	18	0	51
OK	2014	57	1	0	0	0	58
	2015	58	7	0	17	0	48
	2016	48	0	0	4	0	44
OR	2014	50	4	0	0	0	54
	2015	54	0	0	8	0	46
	2016	46	2	0	10	0	38
PA	2014	143	13	0	0	0	156
	2015	156	18	0	62	0	112
	2016	112	7	0	12	0	107
PR	2014	15	0	0	0	0	15
	2015	15	0	0	0	0	15
	2016	15	0	0	8	0	7
RI	2014	20	2	0	0	0	22
	2015	22	1	0	3	0	20
	2016	20	0	0	1	0	19
SC	2014	69	6	0	0	0	75
	2015	75	0	0	5	0	70
	2016	70	0	0	2	0	68
SD	2014	2	0	0	0	0	2
	2015	2	0	0	2	0	0
	2016	0	0	0	0	0	0
TN	2014	74	9	0	0	0	83

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at end of Year
	2015	83	0	0	0	0	83
	2016	83	3	0	8	0	78
TX	2014	387	0	0	6	0	381
	2015	381	42	0	136	0	287
	2016	287	1	0	20	0	268
UT	2014	31	0	0	0	0	31
	2015	31	5	0	6	0	30
	2016	30	1	0	1	0	30
VA	2014	111	3	0	0	0	114
	2015	114	2	0	42	0	74
	2016	74	0	0	5	0	69
VI	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
VT	2014	6	0	0	0	0	6
	2015	6	1	0	0	0	7
	2016	7	0	0	1	0	6
WA	2014	74	1	0	0	0	75
	2015	75	0	0	20	0	55
	2016	55	1	0	5	0	51
WI	2014	54	0	0	4	0	50
	2015	50	2	0	8	0	44
	2016	44	2	0	10	0	36
WV	2014	15	0	0	0	0	15
	2015	15	0	0	2	0	13
	2016	13	1	0	0	0	14
WY	2014	6	0	0	1	0	5
	2015	5	0	0	0	0	5
	2016	5	0	0	0	0	5
TOTAL	**2014**	**4503**	**101**	**4**	**147**	**0**	**4461**
	2015	**4461**	**341**	**0**	**986**	**1**	**3815**
	2016	**3815**	**112**	**0**	**486**	**0**	**3441**

Notes: *(1)* *States not listed had no company-owned outlets for the time periods indicated.*

(2) *The figures set forth in this Item 20 are based upon reports generated by data systems of the franchisor and reasonable calculations derived from those reports.*

Table No. 5
Projected Openings as of December 31, 2016

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
AZ	0	0	3
CA	0	0	16
FL	0	0	3
GA	0	0	3
IL	0	0	3
MD	0	0	2
MI	0	2	0
OH	1	1	0
PA	0	5	0
TN	0	0	2
TX	0	0	5
VA	0	0	2
TOTAL	**1**	**8**	**39**

Note: States not listed have no projected openings for the time period indicated.

The names of all of our current franchisees, and the address and telephone number of each of their outlets are listed on **Exhibit H**. The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of those franchisees who have had an outlet terminated, canceled, not renewed, transferred within the last fiscal year, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the prior fiscal year or who have not communicated with us within 10 weeks of the issuance date of this Disclosure Document are also listed in **Exhibit H**. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances during the past three years, current and former franchisees may have signed provisions restricting their ability to speak openly about their experience with the Hertz System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Other than the Hertz Advisory Council described in Item 11 above, there are no trademark-specific franchisee organizations associated with the franchise system being offered that: (1) we have created, sponsored, or endorsed; or (2) are incorporate or formed under state law and have asked to be included in this Disclosure Document. The Council serves in an advisory capacity only.

ITEM 21
FINANCIAL STATEMENTS

Our Parent, The Hertz Corporation, absolutely and unconditionally guarantees the performance of our obligations under the Franchise Agreement. Our Parent has executed a Guarantee of Performance of our financial obligations under the Franchise Agreement to the extent such is required under U.S. federal and state franchise laws. A copy of this Guarantee of Performance is attached to this Disclosure Document as **Exhibit F**. The financial statements listed below are included in this Disclosure Document by reference. See **Exhibit G**.

1. Audited consolidated balance sheets of The Hertz Corporation as of December 31, 2016 and 2015, and the related consolidated statements of operations, changes in equity, and cash flows for The Hertz Corporation for each of the three years in the period ended December 31, 2016.

2. Unaudited consolidated interim financial statements of The Hertz Corporation as of March 31, 2017 for the three months ended March 31, 2017.

ITEM 22
CONTRACTS

The following contracts are attached as Exhibits to this Disclosure Document in the following order:

Exhibit A.	Franchise Agreement
Exhibit B-1:	Confidentiality Agreement (Prospective Franchisees)
Exhibit B-2:	Confidentiality Agreement (Managerial Employees and Agents)
Exhibit B-3:	Confidentiality and Non-Competition Agreement (Officer, Directors and Mangers of Operating Entity)
Exhibit C:	Multiple Brand Franchising Addendum for New Franchisees
Exhibit D:	Multiple Brand Franchising Addendum for Existing Franchisees
Exhibit E:	Franchisee Rate Management Support – Master Agreement and Addenda

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ITEM 23
RECEIPTS

The last two pages (**Exhibit N**) of this Disclosure Document are identical pages acknowledging receipt of this entire document (including all exhibits). Please sign and return to us one copy; please keep the other copy along with this Disclosure Document.

[Remainder of Page Intentionally Left Blank]

Exhibit A

Franchise Agreement

HERTZ SYSTEM CAR RENTAL

FRANCHISE AGREEMENT

HERTZ SYSTEM CAR RENTAL
FRANCHISE AGREEMENT

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HERTZ SYSTEM CAR RENTAL
<u>FRANCHISE AGREEMENT</u>

THIS AGREEMENT is made and entered into this _____ day of __________, 20____, by and between HERTZ SYSTEM, INC., a Delaware corporation having its principal place of business at 8501 Williams Road, Estero, Florida 33928 (the "**Franchisor**"), and

____

(Name of Franchisee)

____

(Address)

(the "**Franchisee**").

WITNESSETH:

WHEREAS, Franchisor and its Affiliates (defined below) conduct and franchise others to conduct, businesses that rent cars without drivers for a period of 365 days or less for (i) transient rental purposes (*i.e.*, rentals made on standard transient rental agreements and billed as transient rentals in accordance with competitive pricing practices in the car rental industry) and (ii) insurance and mechanical related vehicle replacement purposes (including those rentals that are billed to or reimbursed by another party or are the result of a referral for such purpose) (a "**Vehicle Rental Business**") under a plan or system (the "**System**") identified by the "HERTZ" mark and other Proprietary Marks (as defined below) (each a "**Hertz Business**");

WHEREAS, the System is characterized and distinguished by Franchisor's standards and specifications for the equipment used to conduct and operate the business of renting cars without drivers; Franchisor's Rent It Here-Leave It There Manual; special marketing techniques; methods and techniques for record keeping, reporting, advertising, and sales promotion; charge card service; uniforms; confidential customer lists and arrangements; and such other features as are conceived or developed by Franchisor for authorized use as part of the System;

WHEREAS, Franchisor has the exclusive right to grant franchises to use the System in the United States;

WHEREAS, Franchisor identifies the System by means of certain trademarks, trade names, service marks, logos, emblems and other indicia of origin, including but not limited to the mark HERTZ, which are owned exclusively by Franchisor and which are and will be set forth in Franchisor's Confidential Operating Manual and/or Rent It Here-Leave It There Manual (the "**Manuals**") or otherwise by Franchisor in writing as being designated for use by Franchisee and by other franchisees of the System in order to identify for the public the System, under which the services are rendered and the high standards of quality attendant thereto (the "**Proprietary Marks**");

WHEREAS, Franchisee, having been advised of the nature of the System, and understanding and acknowledging the necessity of operating in strict accordance with the standards and specifications established by Franchisor, desires to receive the benefits to be derived from operating under the System and from using the Proprietary Marks and desires to be franchised hereunder to operate a Hertz Business; and

WHEREAS, Franchisor and Franchisee desire to enter into this Franchise Agreement in order to permit Franchisee to use the System and the Proprietary Marks to conduct a Hertz Business in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, the sufficiency of which is hereby acknowledged, mutually agree as follows:

I. GRANT OF NON-EXCLUSIVE FRANCHISE

A. Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the non-exclusive right and franchise, and Franchisee hereby undertakes the obligation, to use the System in the conduct and operation of a Hertz Business (the "**Franchised Business**"), and to operate and conduct the Franchised Business solely in accordance with the System, as it is now constituted and may be changed, improved, and further developed from time to time; and to operate and conduct the Franchised Business and provide services in connection therewith only within the following area or areas (the "**Area of Responsibility**"):

____

____

B. The vehicles to be rented in the Franchised Business shall be limited to, as described in Paragraph V.L. below, cars which meet the standards and specifications as Franchisor may from time to time prescribe in the Manuals or otherwise in writing, and each shall be a motor vehicle designed and used primarily for transporting people (including sport utility vehicles of any size, passenger vans of any occupancy), and smaller than medium duty pick-up trucks, *i.e.*, a gross vehicle weight rating (GVWR) of less than 14,001 pounds.

C. Franchisee expressly acknowledges and agrees that this franchise is non-exclusive and that Franchisor retains and reserves all rights not expressly granted to Franchisee in this Agreement. Franchisor shall retain, for itself, and its Affiliates the right, among others, to use, and to license others to use, the System and the Proprietary Marks within and outside the Franchisee's Area of Responsibility; and to develop, use and license the use of other proprietary marks within and outside the Franchisee's Area of Responsibility in connection with the sale, rental, lease, or other use of the same, similar or different products and services, on any terms and conditions Franchisor may deem advisable, and without granting Franchisee any right therein ("**Affiliate Branded Businesses**"). For purposes of this Agreement, "**Affiliates**" shall mean any person, company or other entity which controls, is controlled by or is under common control with another person, company or entity. Franchisee expressly acknowledges and agrees that Franchisor and its Affiliates may develop, use and license methods, plans, programs or procedures for the operation of Vehicle Rental Businesses which are not part of the System (*e.g.*, the use of electronic kiosks for reservation and customer service functions) and that Franchisee has no rights therein unless such methods, plans, programs or procedures are expressly made part of the System by Franchisor.

D. Without limiting the generality of the foregoing reservation of rights by Franchisor, Franchisee agrees that it has no rights under this Agreement:

(1) To lease any cars under any lease agreements for more than 365 days (a "**Car Leasing Business**");

(2) To rent cars in connection with or through any self-service program, 24/7 program, Hertz On Demand program or car-sharing service (a "**Car Self-Service/Sharing Business**"), absent Franchisor requiring participation by Franchisee;

(3) To rent, lease or sell any vehicles that are determined by Franchisor to be primarily designed, used or maintained for the transportation of property or goods (a "**Truck Rental Business**");

(4) To sell any vehicles under the Proprietary Marks or otherwise from or in connection with the Franchised Business (a "**Car Sales Business**"); and

(5) Except as expressly granted to Franchisee in this Agreement pursuant to Paragraph I.A. above, or under another franchise granted to Franchisee by Franchisor or its Affiliates, to use any trademark (including other trademarks that contain "HERTZ") or any system (including other systems that are similar to or contain elements or features of the System) owned, developed, or acquired by Franchisor or its Affiliates.

E. Franchisee further acknowledges and agrees that nothing in this Agreement shall prohibit Franchisor or its Affiliates from:

(1) Operating (or granting franchises to others to operate) businesses and systems, including without limitation, Hertz Businesses, within or without the Area of Responsibility;

(2) Operating (or granting franchises to others to operate) a Car Leasing Business, Car Self-Service/Sharing Business, Truck Rental Business, or Car Sales Business under the Proprietary Marks or other trademarks, or operating (or granting franchises to others to operate) Affiliate Branded Businesses within or without the Area of Responsibility; or

(3) Selling any of their assets, engaging in a public offering or private placement of ownership interests, merging with or acquiring other corporations or entities, or being acquired by another corporation or entity (including, in both instances, a corporation or entity which may own or operate systems or chains which may be competitive with or similar to the System).

F. Franchisee shall, at Franchisee's expense, acquire or lease the following location or locations for the Franchised Business:

(1) Within one hundred twenty (120) days of the Commencement Date, and as approved by Franchisor, the initial location(s) for the Franchised Business (the "**Initial Franchised Premises**").

(2) The additional location(s) for the Franchised Business described in Exhibit A hereto (which, together with the Initial Franchised Premises and the additional locations in Paragraph I.F.(3) below, shall each constitute a "**Franchised Premises**" hereunder), which must be opened and in operation by the date(s) specified in Exhibit A. Franchisee's failure to meet the schedule for opening the additional locations constitutes grounds for termination of this Agreement; provided, however, that Franchisor may, at its option and in lieu of termination, reduce, modify, revise, or reclaim the Area of Responsibility upon notice to Franchisee.

(3) Such additional location(s) and type(s) of location(s) (*e.g.*, transient rental, Hertz Local Edition, or both) as Franchisor may determine, in its sole discretion, must be opened by Franchisee in the Area of Responsibility to serve customer or market demand. In the event Franchisor determines that Franchisee must open an additional location from which Franchisee must operate the Franchised Business in the Area of Responsibility, Franchisor will send Franchisee written notice setting forth that portion of the Area of Responsibility in which Franchisee must open and operate an additional location. Franchisee shall provide Franchisor with written notice of Franchisee's intent to open such location within sixty (60) days from the date of Franchisor's written notice and commence to operate the Franchised Business from such location no later than one hundred eighty (180) days from the date of Franchisor's written notice. If Franchisee fails to timely provide Franchisor with written notice of Franchisee's intent to open an additional location as specified by Franchisor, or Franchisee fails to timely commence operation of the Franchised Business at such additional location, in addition to any other remedies available to Franchisor under this Agreement or otherwise, Franchisor, pursuant to its retained rights and the non-exclusive franchise granted to Franchisee under this Agreement, may, at its option, franchise others to operate a Hertz Business or Franchisor (or its Affiliates) may operate a Hertz Business, or similar business using the Proprietary Marks, in the Area of Responsibility.

II. TERM AND RENEWAL

A. The franchise granted to Franchisee under this Agreement shall commence on __________, 20__ (the "**Commencement Date**") and continue for five (5) years (the "**Initial Term**").

B. The franchise granted to Franchisee under this Agreement may be renewed for three (3) successive five (5) year terms, provided that at the end of the Initial Term (and, as applicable, the end of the first and second renewal periods):

(1) Franchisee has given Franchisor written notice of its election to renew not more than twelve (12) months nor less than nine (9) months prior to the end of the Initial Term (and, as applicable, the end of the first and second renewal periods);

(2) Franchisee is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its Affiliates (whether or not related to this Agreement), and has substantially complied with all the terms and conditions of this Agreement and such other agreements during the terms thereof;

(3) Franchisee has paid all amounts owed to Franchisor on or before the dates on which they were due;

(4) Franchisee shall execute the then-current form of Car Rental Franchise Agreement being offered by Franchisor, which agreement, it is understood, shall supersede this Agreement in all respects and the terms of which may differ materially from the terms of this Agreement, and which Agreement shall include the then applicable franchise fee, and any other fees or assessments being charged by Franchisor; provided, however, that no initial fee shall be payable by Franchisee upon each such renewal and, provided further, that the right to renew for the three (3) successive five (5) year periods provided for above shall be preserved;

(5) Franchisee shall execute a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their officers, directors and employees, in their corporate and individual capacities, arising out of or in connection with this Agreement, including, without limitation, claims arising under Federal, state, and local laws, rules, and ordinances;

(6) Franchisee shall have complied with Franchisor's then-current qualification and training requirements;

(7) Franchisee shall refurbish, repair, replace or obtain, at Franchisee's expense, such equipment, computer systems, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchised Business as Franchisor may reasonably require and shall otherwise modernize the Franchised Business to reflect the then-current standards and image of the System as specified in the Manuals;

(8) Franchisor shall have a continuing program for the conduct and operation of a Hertz Business and be offering new franchises to conduct a Hertz Business at the time of such election by Franchisee and upon each renewal;

(9) Franchisee shall have achieved during the Initial Term of this Agreement the performance requirements set forth and described in Exhibit B hereto (and, with respect to the first and second renewal periods, such performance requirements as may be designated by Franchisor); and

(10) Franchisee shall have paid Franchisor a non-refundable renewal fee in the amount of Five Thousand Dollars ($5,000).

C. If Franchisee continues operate the Franchised Business after the end of the Initial Term (and, as applicable, the end of the first and second renewal periods) without having renewed the franchise in accordance with Paragraph II.B. above, including by having executed Franchisor's then-current form of Car Rental Franchise Agreement, Franchisor may, at its option: (1) upon thirty (30) days' written notice deem Franchisee to be operating the Franchised Business on a month-to-month basis under (a) the terms of the then-current form of Car Rental Franchise Agreement, including the then-applicable franchise fee, and any other fees or assessments being charged by Franchisor, or (b) the terms of this Agreement; or (2) deem the Franchise Agreement terminated, in which event Franchisee must fully comply with Paragraph XIV. below. If Franchisor exercises options (1)(a) or (b), Franchisor, subject to applicable law, may terminate without cause the then-current form of Car Rental Franchise Agreement or this Agreement, as applicable, at any time upon at least thirty (30) days' notice of termination, without affording Franchisee any opportunity to cure, in which event Franchisee must fully comply with Paragraph XIV. below.

III. SERVICES OF FRANCHISOR

A. Franchisor shall, upon request of Franchisee, consult with Franchisee concerning advertising, sales and publicity, and promotion of the Franchised Business.

B. Franchisor may, at its option and upon such terms as it deems advisable, provide Franchisee with continuing advisory assistance in the operation of the Franchised Business. Franchisor may from time to time offer to Franchisee, at Franchisee's expense, materials and bulletins on sales, marketing developments, and operating techniques.

C. Franchisor shall loan to Franchisee one copy of each of the Manuals as more fully described in Paragraph VII. hereof, the contents of which Manuals may be amended or supplemented by Franchisor from time to time.

D. Although Franchisee shall have primary responsibility for selecting each Franchised Premises for the Franchised Business, Franchisor shall review Franchisee's selection and inform Franchisee of its approval or disapproval prior to the opening of each Franchised Premises. Franchisor's approval of Franchisee's selection is not a guaranty or warranty as to the suitability or profitability of the location.

E. Franchisor shall include such information as Franchisor deems appropriate about Franchisee and other System franchisees on Franchisor's Website (as defined below) and in such other electronic and other sales promotion material as may from time to time be determined by Franchisor.

F. Franchisor may, from time to time and at its sole discretion, offer certain products and services to Franchisee, for purchase at Franchisee's option, including Hertz System Standard Rental Agreements, other forms, stationery, standard Hertz System signs, sales promotional materials and decalcomania, upon such price, terms and conditions as Franchisor may determine.

G. Franchisor shall, as may be deemed appropriate by Franchisor, include on Franchisor's Website such information with respect to rates, equipment and conditions under which cars may be rented from System franchisees.

H. Franchisor shall, at its sole discretion, make available to Franchisee, upon such price, terms and conditions as Franchisor may determine, and to the extent permitted by law, such facilities as Franchisor may from time to time develop for the Franchised Business, including for the purchase by Franchisee of vehicles through manufacturer purchase programs, and for the purchase of various materials such as lubricating oils and greases, tires, parts and accessories, antifreeze and other automotive products.

I. Franchisor shall assist Franchisee, to the extent feasible, in locating stolen or converted cars, and shall cooperate with Franchisee in effectuating an economical and advantageous disposition or return of such cars.

J. Franchisor shall have the right to delegate its performance of any obligation hereunder (including, without limitation, the provision of any service and the operation of any program (including, Programs, as defined in Paragraph V.L.(2))) to an Affiliate or a third party designated by Franchisor to perform its obligations hereunder ("**Delegate**"). Franchisee agrees and acknowledges that Franchisor may, or such Delegate may, simultaneously perform the same, similar or different service for or on behalf of Franchisor's or such delegate's company-owned, company-operated or franchised businesses or for or on behalf of businesses owned or operated by third parties, which businesses may be competitive with the Franchised Business and which may be located in the Area of Responsibility. Franchisor and the Delegates shall have the right to perform any such obligations on a combined basis (including, without limitation, utilizing the same or shared facilities, equipment, software and personnel) or in conjunction with the performance of the same, similar or different services for or on behalf of Franchisor's or such Delegate's company-owned, company-operated or franchised businesses or for or on behalf of businesses owned or operated by third parties, which businesses may be competitive with the Franchised Business and which may be located in the Area of Responsibility. Franchisor shall have the right, in its sole discretion, to allocate costs, personnel and other resources among any combined programs.

IV. FEES

A. In consideration of the franchise granted herein, Franchisee shall pay to Franchisor the following fees:

(1) An initial fee of ____ Dollars ($____________) upon execution of this Agreement or at such other time as may otherwise be agreed to by Franchisor. Franchisee acknowledges and agrees that the initial fee shall be deemed fully earned upon execution of this Agreement as consideration for Franchisor's lost or deferred opportunity to franchise others and to defray Franchisor's costs. If Franchisor permits Franchisee to defer payment of a portion of the initial fee and this Agreement is terminated at any time before the initial fee has been paid in full, the balance of the initial fee shall immediately become due to Franchisor.

(2) For a location (i) within an airport, (ii) at a facility such as a consolidated rent a car center which is directly serviced from an airport by means of a shuttle bus, tram, or similar service operated or authorized by the airport, or (iii) at a location which is connected to

an airport by use of an airport phone board or otherwise services an airport ("**Airport Rental Location**"), a continuing monthly franchise fee in an amount equal to nine percent (9%) of the Gross Revenue, as defined at Paragraph IV.E., derived from the Franchised Business.

(3) For any location other than an Airport Rental Location ("**Non-Airport Rental Location**"), a continuing monthly franchise fee in an amount equal to seven percent (7%) of the Gross Revenue, as defined at Paragraph IV.E., derived from the Franchised Business.

(4) The aggregate amount payable pursuant to Paragraphs IV.A.(2) and (3) above shall not be less than ______________________________ Dollars ($____________) per year. The payment of such minimum amount, to the extent not paid as a result of the aggregate fees paid pursuant to Paragraphs IV.A.(2) and (3) above for the anniversary year, shall be paid within sixty (60) days after the end of the anniversary year.

B. In addition to the payments required under Paragraph IV.A. above, if required by Franchisor, Franchisee shall pay any assessments related to Franchisor's Programs (as defined in Paragraph V.L.(2) below) on the same pro rata basis as other System franchisees. Such assessments may be used by Franchisor to defray any of Franchisor's operating expenses and overhead reasonably related to the administration, direction or operation of such Programs. Franchisor shall from time to time determine and inform Franchisee of the amount of such assessments, and the time and manner of payment thereof by Franchisee. Franchisee acknowledges and agrees that Franchisor shall have the right to allocate all or a portion of the fees payable under Paragraph IV.A. above to the payment of any assessments otherwise payable under this Paragraph IV.B in such amounts and for such periods as Franchisor determines.

C. All payments required by this Paragraph IV. to be paid to Franchisor shall be due in such manner (including by direct debit from Franchisee's account) and at such times (which may be on a monthly or other periodic basis) as may be prescribed by Franchisor from time to time, in its sole discretion. In the event Franchisor prescribes that payments be made by direct debit from Franchisee's account, Franchisee shall authorize Franchisor and its bank to debit Franchisee's account directly for all payments required by this Paragraph IV. by signing and delivering an Authorization Agreement for Preauthorized Payments in a form from time to time specified by Franchisor. Any payment, or any report or statement required under any other paragraph of this Agreement, not actually received by Franchisor on or before the date on which it is due shall be deemed overdue if not postmarked at least three (3) days prior to the date it was due. Franchisee shall pay to Franchisor interest on any unpaid obligations. All such unpaid obligations shall bear interest from the date due until paid at the lesser of the interest rate prescribed by Franchisor in writing from time to time, in its sole discretion, or the maximum rate allowed by applicable law. Franchisee shall also pay Franchisor a late fee of not less than 5% of the total amount overdue. Such late fee shall not be deemed a waiver or an election of remedies by Franchisor, nor shall it be deemed a penalty. Such late fee shall be deemed to reimburse Franchisor for its reasonable added administrative cost and expenses associated with such late payment. Franchisee acknowledges and agrees that these added costs and expenses are difficult to calculate and that such late fee is a reasonable estimate of such added costs and expenses.

D. When Franchisor receives any payment from Franchisee, Franchisor shall have the right to apply it in the way Franchisor chooses to any amounts Franchisee owes Franchisor or its Affiliates under this Agreement or any other agreement between Franchisee and Franchisor or its Affiliates, even if Franchisee has designated the payment for another purpose or account. Franchisor may accept any check or payment in any amount from Franchisee without prejudice to Franchisor's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere shall constitute or be considered as an accord or satisfaction.

E. "**Gross Revenue**," for the purposes of this Agreement, shall mean and include the gross amount of all sums, whether such sums are cash or credit, billed or charged by Franchisee (whether or not the same shall have been paid or collected, and including for purposes of clarity amounts received in connection with prepaid reservations for which a rental does not actually occur) as time, mileage or use charges, Rent It Here-Leave It There or intercity charges or revenue splits or reimbursements, loss and collision damage waiver charges or fees, insurance charges such as personal effects coverage, personal accident insurance, supplemental liability insurance or uninsured or underinsured motorist protection (with no deduction for any premium paid to the insurance company in connection with any of the foregoing insurance products), vehicle licensing fees, prepaid fuel, charges for services such as cellular phones, GPS, wi-fi, tablets, baby seats, ski racks and other special equipment or any other products or services rented, leased or sold by the Franchised Business, additional and/or underage driver charges, drop charges (one-way), parking fees, and transportation fees, and all other charges and fees and all other income of every kind and nature derived from the Franchised Business or any business operated in violation of Paragraph XV. of this Agreement; but shall not include the amount of any federal, state or municipal sales or other similar taxes separately stated and collected from customers and paid to government entities as a result of such collection, concession or consolidated facility fees or charges to the extent paid to a third party, any refueling service charges separately stated and due as a result of the vehicle being returned with less than the fuel required upon return by the rental agreement, any parking violation fees and administrative charges associated with the processing and collection of fines, impound fees, receipts from sales of used vehicles, nor any sums received as insurance or otherwise to reimburse Franchisee for damage to Franchisee's vehicles or other property or to reimburse Franchisee for the loss, conversion or abandonment of such cars or the costs to return the vehicle to the designated location in rentable condition (but inclusive of proceeds of any business interruption insurance policies maintained by Franchisee), or any fees collected as a result of disposal of a vehicle no longer deemed to be rentable.

V. DUTIES OF FRANCHISEE

A. Franchisee understands and acknowledges the importance of maintaining the excellent reputation of Franchisor and its System, and recognizes the need to comply with the System as now constituted and as the same may from time to time be changed by Franchisor, and that such compliance is important to Franchisee, Franchisor and other franchisees in order to develop and maintain high quality and uniform operating standards, and to protect Franchisor's reputation and goodwill.

B. Franchisee shall notify Franchisor in writing of the proposed address for each location for the Franchised Business, including the Initial Franchised Premises and each additional Franchised Premises, and Franchisor shall inform Franchisee in writing of its approval or disapproval of the site. Franchisor's approval is not a warranty or guaranty as to the suitability or profitability of the site.

C. Franchisee shall devote Franchisee's best efforts to the development, conduct, maintenance and operation of the Franchised Business, within the Area of Responsibility; and use every reasonable means to encourage the use of Hertz world-wide car renting services.

D. Franchisee shall solicit and process, without any commission payable to Franchisee, all reservations for Hertz car renting services in all cities throughout the world.

E. Franchisee shall subscribe to, participate in and promote the Franchisor's (or its Affiliate's) reservation program or system established by Franchisor (or its Affiliate) as it may be modified from time to time (the "**Reservation System**"), and pay such assessments therefor and contributions to the expense thereof, as prescribed by Franchisor from time to time and notified to Franchisee on the same basis applicable to other comparable System franchisees; such assessments and contributions to be paid in the manner designated by Franchisor from time to time. The Reservation System may, at Franchisor's option, be combined with reservations systems which service systems other than the System (including, without limitation, systems owned or operated by Affiliates) or may otherwise service systems other than the System. Franchisee shall comply with all of the terms, conditions and procedures of the Reservation System, shall accept and service all reservations received through the Reservation System, regardless of the medium by which the reservation is received (e.g. telephone, central Reservations System, global reservation systems, Internet, or other collection or reservation systems) and shall pay to Franchisor or its designee the fees and other charges imposed by Franchisor, and/or due under the Reservation System. In addition, Franchisee shall accept and service all reservations for Franchisee's services which are received from other franchisees of the System and Franchisor and shall transmit all reservations which Franchisee is requested to place by any customer to the appropriate franchisee of the System or Franchisor without charge to the customer and without fee to the receiving franchisee or Franchisor, other than as may be specified in the Manuals or otherwise in writing. Franchisee shall not establish or utilize a system for collecting and distributing reservations, either separately or in combination with other travel services, which in Franchisor's sole determination, competes with or is duplicative of a reservation, collection or distribution system established by or under Franchisor's authority, including, but not limited to, any telephone, computer or Internet reservations system. In addition to all rights and remedies available in this Agreement, at law and in equity, if Franchisee is in breach of any of the obligations under this Agreement or any other agreement with Franchisor or its Affiliates, Franchisor shall have the right to remove, suspend or block Franchisee's locations from all Reservations Systems until such breach has been cured to Franchisor's satisfaction. Information for each franchisee, including Franchisee, is input into the Reservation System for access by others. Because this information must be input by data entry operators, the possibility of error exists. BY EXECUTION OF THIS AGREEMENT, FRANCHISEE AGREES THAT FRANCHISOR, ITS AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF FRANCHISOR OR ITS AFFILIATES SHALL

NOT BE RESPONSIBLE FOR ANY DAMAGES, DIRECT, INCIDENTAL, OR CONSEQUENTIAL, RESULTING FROM DATA ENTRY ERRORS OR OTHER ERRORS IN THE RESERVATION SYSTEM. By execution of this Agreement, Franchisee also agrees that in submitting information to Franchisor for input, Franchisee assumes full responsibility for assuring that the information is correctly input by checking the information on-line after submission to Franchisor.

F. Prior to opening the Franchised Business, Franchisee, its manager and key employees shall, at Franchisee's sole expense (including all travel and living expenses), attend and complete such initial training programs and courses as Franchisor may, in its sole discretion, require. In addition, Franchisor may require Franchisee, at Franchisee's sole expense (including all travel and living expense) to attend such remedial training programs and courses as Franchisor deems necessary to improve Franchisee's operation of the Franchised Business. Franchisee, its manager and key employees may, at Franchisee's option and sole expense (including all travel and living expense, and the payment of associated training fees, if any), attend and complete such other additional training programs and courses as Franchisor may, in its sole discretion, offer from time to time. Franchisee shall implement a training program for all employees of the Franchised Business in accordance with Franchisor's then-current standards and procedures.

G. Franchisor may, at its sole option, hold periodic conventions or seminars for System franchisees, which may include programs on sales and marketing techniques, performance specifications, advertising programs and training suggestions, among other things. Franchisee's attendance at each such convention or seminar is mandatory and Franchisee shall pay all expenses of attending, including travel, lodging, meals and entertainment.

H. All sales and marketing activities of Franchisee shall conform to the standards, methods and procedures which may be prescribed from time to time by Franchisor in writing. Franchisee shall maintain a sufficient supply of, and use at all times in its operation hereunder, only such promotional, sales, and marketing supplies and materials as conform with Franchisor's image, standards and such specifications as Franchisor may prescribe from time to time. In addition, Franchisee agrees to list the Franchised Business, as directed by Franchisor, in paper and electronic directories applicable to the Area of Responsibility. Franchisee authorizes Franchisor, at Franchisor's discretion, to appoint any qualified agent or agency to place telephone directory and electronic listings, at Franchisee's expense, in the uniform manner prescribed by Franchisor. Franchisee agrees to pay for such listings in the manner prescribed by Franchisor from time to time.

I. Franchisee shall operate the Franchised Business only from the Franchised Premises. Franchisee agrees to use the Franchised Premises solely for the purpose of operating the Franchised Business, except as otherwise agreed to by Franchisor in writing; and to keep the Franchised Premises open and in normal operation for such minimum hours and days as Franchisor may reasonably prescribe from time to time. Franchisee shall actively and continuously operate the Franchised Business at each of the Franchised Premises in accordance with Paragraph I.F. above throughout the term of this Agreement.

J. Franchisee agrees to maintain the Franchised Premises in a clean, attractive condition and in good repair, and in connection therewith, shall make such reasonable additions, repairs and replacements thereto as may be required for that purpose, including, without limitation, such periodic repainting, repairs to impaired equipment, and such other repairs and renovation as Franchisor may reasonably direct from time to time.

K. Franchisee shall own, use or keep for use in the Franchised Business at least the minimum number of cars shown on Exhibit C. Franchisee agrees to keep and maintain all cars in excellent mechanical and running order, and in a safe, efficient, clean and presentable condition. Franchisee shall promptly respond to manufacturer's vehicle recalls and to comply with the manufacturer's instructions related thereto, and promptly comply with Franchisor's procedures and instructions related to vehicle groundings. Franchisee shall, in connection with the operation of the Franchised Business, rent only cars which meet the standards and specifications (including, the types, quality, fuel source, emissions profile, size, mileage, model year or age, and brand of cars) as Franchisor may from time to time prescribe in the Manuals or otherwise in writing.

L. Franchisee shall maintain and operate the Franchised Business in conformity with such standards, specifications and procedures as Franchisor may from time to time prescribe in the Manuals or otherwise in writing, including but not limited to the following obligations:

(1) To subscribe to and fully and completely participate in any and all programs, campaigns or activities, regular or special, relating to advertising, sales promotion, marketing, reservations, centralized billing, direct billing, charge cards, credit cards, debit cards, cash deposit ID cards, any cards issued by Franchisor or its Affiliates, travel industry commissions or tour arrangements, or any other program, campaign or activity which Franchisor may from time to time engage in, conduct or prescribe, in its sole discretion, for its benefit and the benefit of System franchisees.

(2) To subscribe to, fully and completely participate in, and comply with any and all operating programs, customer satisfaction programs, account programs, coupon programs, experimental or test programs, and such other programs that Franchisor may from time to time prescribe in the Manuals or otherwise in writing, including, but not limited to, the Franchisor's: (i) Rent It Here-Leave It There program; (ii) Hertz Local Edition or "HLE" program; (iii) Hertz #1 Club program; (iv) Hertz #1 Club Gold program; (v) Hertz Ultimate Choice program; (vi) frequent renter or loyalty programs; (vii) Corporate Rate Programs (as defined in and in accordance with and subject to Paragraph V.L. (13) below); and (viii) any programs involving the Car Self-Service/Sharing Business in which Franchisor requires Franchisee to participate; as all such programs may be modified, replaced or instituted by Franchisor from time to time (together with all programs, campaigns, and activities described in Paragraph V.L.(1) above, the "**Programs**"). Franchisee agrees to fully and completely participate in, support and service the Programs, and to incur the expenses, if any, of doing so, in accordance with the relevant provisions of the Programs, as required by Franchisor, regardless of whether all other System franchisees are also required to participate in, support and service the Programs. If all other System franchisees are also required to participate in, support and service a Program, then the expenses incurred by Franchisee will be on the same basis as other System

franchisees. Franchisee understands and agrees that it may be required to enter into participation or other agreements, which shall contain such terms and conditions as Franchisor shall determine to be appropriate, to evidence Franchisee's participation in such Programs.

(3) To purchase and install, at such locations in such manner as Franchisor shall designate, such signs, fixtures, furnishings, kiosks, appliances and equipment as Franchisor may direct from time to time; and to refrain from installing or permitting to be installed any signs, fixtures, furnishings, appliances or equipment not meeting Franchisor's standards and specifications. Franchisee agrees to refurbish and upgrade the Franchised Premises as may be reasonably required by Franchisor to maintain or improve the appearance of the Franchised Premises, to accommodate new or additional car or car-related requirements, and to conform to Franchisor's current standards and specifications as Franchisor may from time to time prescribe in the Manuals or otherwise in writing. Franchisee agrees to display, at Franchisee's expense, the then current HERTZ Proprietary Marks on all signage, forms, uniforms, stationery and any other items that Franchisor designates for display of the HERTZ Proprietary Marks. In the event that Franchisor changes its Proprietary Marks, or trade dress, Franchisee shall have a reasonable period of time (as Franchisor may from time to time prescribe in the Manuals or otherwise in writing) to make such modifications pursuant to this Paragraph.

(4) To carry out and report to Franchisor such customer satisfaction tracking techniques as Franchisor requires and achieve a satisfactory Net Promoter Score, as set forth at Exhibit B or as otherwise reasonably determined by Franchisor from time to time, in comparison to the scores obtained by, as selected by Franchisor: (i) Hertz Businesses operated by Franchisor or its Affiliates; and/or (ii) Hertz Businesses operated by Franchisor's franchisees. For the purposes of this Agreement, "**Net Promoter Score**" or "**NPS**" shall mean the customer loyalty metric, designated by Franchisor from time to time, which is designed to measure levels of customer satisfaction.

(5) To require that employees of Franchisee, while working at the Franchised Business, wear uniforms, provided by Franchisee at Franchisee's expense, of such color, design and other specifications as Franchisor may require. Franchisee's employees shall present a neat and clean appearance at all times and render competent and courteous service to all customers of the Franchised Business.

(6) To employ (or himself serve as) a manager who shall (i) be disclosed to Franchisor, (ii) complete the training required at Paragraph V.F., (iii) have sufficient Vehicle Rental Business experience to manage and operate the Franchised Business, and (iv) devote his full time to the management and operation of the Franchised Business.

(7) To decorate, in a manner satisfactory to Franchisor, the interior and exterior of the Franchised Premises with the colors and other trade dress prescribed by Franchisor from time to time; and to paint and letter equipment and other personal property utilized in the Franchised Business in the uniform manner prescribed by Franchisor from time to time.

(8) To cooperate with all other franchised and company-owned Hertz Businesses, and all Affiliated Branded Businesses, in the Rent-It-Here-Leave-It-There program and to comply with all policies and procedures set forth in the Manuals.

(9) To use, in connection with the renting of cars, at Franchisee's expense, only the Hertz System Standard Rental Agreement forms from time to time specified by Franchisor and no modifications, alterations or additions shall be made to such forms without Franchisor's prior written consent. Franchisee shall purchase from Franchisor's approved suppliers the Hertz System Standard Rental Agreement forms that meet Franchisor's then-current specifications.

(10) To make available to every person authorized to use rented cars in accordance with the Hertz System Standard Rental Agreement, without extra charge: (a) Comprehensive Insurance (including Fire and Theft) on the rented car, or the equivalent thereof; (b) Collision coverage on the rented car, with a deductible amount not higher than that from time to time prescribed by Franchisor, or the equivalent thereof; and (c) Bodily Injury Liability and Property Damage Liability Insurance with minimum limits of liability and such other terms and conditions as may from time to time be prescribed by Franchisor, or any higher limits of liability or additional terms and conditions as may be required by applicable law. Franchisee further agrees to afford each renter the option, by payment of an additional charge promoted or prescribed by Franchisor to the extent allowed by applicable law, to effect loss or collision damage waiver, subject to all the terms, conditions and limitations contained in the Hertz System Standard Rental Agreement.

(11) To provide prompt, courteous and first-quality service to holders of charge, credit, debit, cash deposit ID and any other cards which may from time to time be issued or approved by Franchisor or its Affiliates, and to honor such cards in accordance with the terms and conditions thereof, or in the manner from time to time prescribed by Franchisor. Nothing herein shall be construed to prevent Franchisee from honoring any other charge cards in its discretion.

(12) To diligently solicit and endeavor to secure suitable applicants for any charge card which Franchisor, or any affiliated company of Franchisor, in their sole discretion, may decide to issue from time to time, and to forward applications to Franchisor, or such affiliated company, for investigation and approval.

(13) To maintain the types and levels (maximum or minimum) of rates promoted or prescribed from time to time by Franchisor to the extent allowed by applicable law which, in Franchisor's sole discretion, and business judgment, Franchisor determines best serve the competitive and other business interests of the System. In Franchisor's sole discretion, such rates may include or exclude a separate charge or charges for mileage, the insurance referred to in Paragraph V.L.(10) hereof, gasoline, oil, maintenance or any other item. Franchisee agrees to comply with any and all policies prescribed by Franchisor from time to time in the Manuals or otherwise in writing relating to permissible charges beyond time, mileage and usage changes which may be charged by Franchisee to the customer.

(14) Franchisor and its Affiliates may enter into contracts throughout the term of this Agreement with commercial entities, membership associations, governmental agencies and departments, and other groups and organizations under which the contracting party or others (e.g., customers of the contracting party) receive contracted rates, discounts or other benefits ("**Corporate Rate Programs**"); Franchisee agrees to fully and completely participate in, comply with, and adhere to, all such contracted rates, discounts or other benefits as Franchisor may from time to time prescribe in the Manuals or otherwise in writing, except as may otherwise be required by applicable law. Further, Franchisee agrees to comply with all of the terms and conditions of all Corporate Rate Programs as Franchisor may establish and modify them from time to time, including rebates and liability insurance coverages.

(15) To cooperate in the preparation, development and maintenance of an interior page on Franchisor's Website, which shall contain such information about Franchisee's Franchised Business as Franchisor deems necessary or appropriate. All such information (and any proposed revisions thereto) shall be subject to Franchisor's approval prior to posting or use. Franchisor's Website is the only Website authorized for advertising the Franchised Business, and, except as provided in this Paragraph V.L.(15), absent Franchisor's prior written approval, Franchisee is strictly prohibited from advertising the Franchised Business on any website other than Franchisor's designated Website. Franchisor shall have sole discretion and control over Franchisor's Website design and content. Franchisor shall have no obligation to maintain its Website or Websites indefinitely, and if multiple Websites, dismantle any of them or alter their form or content at any time without liability to Franchisee. Franchisor may also engage third parties to develop, administer or otherwise service such Websites. Franchisor shall be the owner of the URL for any website that includes the Proprietary Marks, or any other proprietary mark, words, or other name associated with the Franchisor or the System. As further provided in Paragraph X.B., Franchisee agrees that it shall not use any existing or future Proprietary Marks or any variation thereof as part of a domain name or electronic address of any website and agrees to immediately transfer, without charge, the ownership of any domain names containing the Proprietary Marks to Franchisor upon demand. As used herein, "**Website**" means any interactive electronic document, contained in a network of electronic devices linked by communications software that Franchisor operates or authorizes others to operate and that refers to the Franchised Business, the Proprietary Marks, or the System.

(16) To comply with all of the terms and conditions of all customer complaint programs that Franchisor may from time to time prescribe in the Manuals or otherwise in writing. Pursuant to such programs, Franchisor shall have the right to resolve customer complaints on Franchisee's behalf and to receive reimbursement from Franchisee for the costs of resolving such complaints, and Franchisee agrees to abide by all customer complaint decisions rendered by Franchisor.

(17) To refrain from engaging in any practices which tend to mislead the public in any way.

M. Franchisor reserves the right to require Franchisee to purchase all vehicles, equipment, fixtures, furnishings, signs, décor items, parts, forms, supplies and other products, services and materials used in the operation of the Franchised Business from an approved supplier as Franchisor may from time to time designate in the Manuals or otherwise in writing. Franchisor shall have the right to designate, at any time and for any reason, a single approved supplier and to require Franchisee to purchase exclusively from such approved supplier, which exclusive approved supplier may be Franchisor or an Affiliate. Franchisor and its Affiliates may receive payments or other compensation from suppliers on account of such suppliers' dealing with Franchisor and other franchisees. Franchisor may use all amounts so received for any purpose Franchisor and its Affiliates deem appropriate. If Franchisee desires to purchase items used in the operation of the Franchised Business from suppliers other than those previously designated or approved by Franchisor, Franchisee shall first submit to Franchisor a written request for authorization to purchase such items, together with such information and samples as Franchisor may reasonably require. Franchisor shall have the right to require periodically that its representatives be permitted to inspect such items and/or supplier's facilities, and that samples from the proposed supplier, or of the proposed items, be delivered for evaluation and testing either to Franchisor or to an independent testing facility designated by Franchisor. Permission for such inspections shall be a condition of the initial and continued approval of such supplier. A charge not to exceed the reasonable cost of the evaluation and testing shall be paid by Franchisee. Franchisor shall, within ninety (90) days after its receipt of such request and completion of such evaluation and testing (if required by Franchisor), notify Franchisee in writing of its approval or disapproval. Franchisor may deny such approval for any reason, including its determination to limit the number of approved suppliers. Franchisor may from time to time revoke its approval of particular items or suppliers if Franchisor determines that the items or suppliers no longer meet the standards of Franchisor or Franchisor determines that the item is no longer appropriate for the Franchised Business. Within thirty (30) days after receipt of notice of such revocation (or, for failure to meet health or safety standards, immediately upon receipt of notice), Franchisee shall cease to sell or use any disapproved item, and cease to purchase from any disapproved supplier.

N. Franchisee shall permit Franchisor and its agents to enter the Franchised Premises at any reasonable time and as often as Franchisor may elect for the purpose of conducting inspections and audits to determine Franchisee's compliance with this Agreement; shall cooperate fully with Franchisor's representatives in such inspections and audits by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary immediately to correct and/or pay promptly any deficiencies detected during such inspections and audits.

O. If Franchisee is unable to rent or lease under the System any product or service desired by an actual or prospective customer (including, without limitation, as a result of vehicle or model availability, vehicle rental rate, vehicle pick-up location or other customer preference), (i) Franchisee shall use all reasonable efforts to refer that customer to another Hertz Business, or to a Car Leasing Business, Car Sales Business, Car Self-Service/Sharing Business or Truck Rental Business operated under the Proprietary Marks which rents or leases the desired product or service, and (ii) Franchisor, in its sole discretion, may refer that customer to another (x) Hertz Business, or to a Car Leasing Business, Car Sales Business, Car Self-Service/Sharing Business or Truck Rental Business operated under the Proprietary Marks, or (y) Affiliate Branded Business, or to a Car Leasing Business, Car Sales Business, Car Self-Service/Sharing Business or Truck Rental Business of Franchisor, its Affiliates or a franchisee of Franchisor or its Affiliates operated under any mark used by Franchisor or its Affiliates other than the Proprietary Marks.

P. Franchisee, at its expense, shall purchase or lease, and thereafter use and maintain, such computer system hardware, software, required dedicated telephone and power lines, modems, printer(s), and other computer-related accessories or peripheral equipment as Franchisor specifies in the Manuals or otherwise in writing (the "**Computer System**"). Franchisee's Computer System shall have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including but not limited to the Internet), and using such protocols (*e.g.*, TCP/IP), as Franchisor may reasonably prescribe in the Manuals or otherwise in writing. Franchisor shall have the right from time to time, and at any time, to retrieve data and information from Franchisee's Computer System, by modem or other requested means, and use it for any reasonable business purpose both during and after the term of this Agreement. Franchisor may, from time to time, specify in the Manuals or otherwise in writing the information that Franchisee shall collect and maintain on the Computer System installed at the Franchised Business, and Franchisee shall provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. The information so obtained by Franchisor shall be in addition to and not in lieu of the reporting requirements set forth in Paragraph IX hereof. In accordance with Paragraph V.M. above, Franchisor reserves the right to require Franchisee to acquire the Computer System (and each part of the Computer System) from an approved supplier as Franchisor may from time to time prescribe in the Manuals or otherwise in writing. Franchisor may designate itself or an Affiliate as an approved supplier (and may be the sole approved supplier) for the Computer System (or any part of the Computer System). Franchisee shall keep its Computer System in good maintenance and repair and, at its expense, shall promptly install such additions, changes, modifications, substitutions, and/or replacements to the Computer System, as Franchisor directs.

Q. Franchisee shall comply with the standards and procedures developed by Franchisor for the System, in the manner directed by Franchisor in the Manuals or otherwise, with regard to Franchisee's authorization to use, and use of, blogs, common social networks (such as Facebook®), professional networks (such as Linked-In®), live blogging tools (such as Twitter®), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools (together, "**Social Media**") that in any way references the Proprietary Marks or involves the System or the Franchised Business.

R. Franchisor may (but is not required to) develop an Intranet network through which Franchisor and its franchisees can communicate by e-mail or similar electronic means. Franchisee agrees to use the facilities of the Franchisor's Intranet network in strict compliance with the standards, protocols and restrictions that Franchisor may from time to time prescribe in the Manuals or otherwise in writing (including, without limitation, standards, protocols and restrictions relating to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements).

S. If the concession or right to operate a Hertz Business in connection with any airport within the Area of Responsibility becomes available by bid, a request for proposal or otherwise by the governing body or authority for such airport, or if such concession or right comes up for renewal or extension, Franchisee shall give Franchisor (or its Affiliates) the first right, without any obligation, to become the concessionaire or lessee of the space from which the Franchised Business is operated. If Franchisor so elects, Franchisor shall sublet the concession and the leased premises to Franchisee, subject to the terms and conditions of this Agreement. In addition, all licenses, concession agreements, leases and permits required by an airport operator or authority to operate the Franchised Business at an airport ("**Airport Agreements**") or any renewals or extensions thereof shall provide that Franchisor (or its Affiliate) shall be entitled, without any obligation, to succeed to Franchisee's status under the Airport Agreements in the event Franchisee fails to cure a default or is terminated under the Airport Agreements, or if Franchisee fails to cure a default or is terminated under this Agreement.

T. Franchisor may require Franchisee to post a deposit in the form of cash or a non-revocable letter of credit or other form of security acceptable to Franchisor, to secure Franchisee's or any of Franchisee's Affiliates' obligations to Franchisor and its Affiliates, whether under this Agreement or otherwise. The initial amount of such security will be an amount determined by Franchisor in its sole discretion, and Franchisor may increase such amount from time to time, in its sole discretion, based upon a change in the revenues or the financial condition related to Franchisee, any guarantor or the Franchised Business. For purposes of clarity, if such security is drawn upon to satisfy any obligation related to Franchisee or Franchise's Affiliates as provided in the first sentence of this Paragraph V.T., Franchisee shall be obligated to reinstate the full amount of such security deposit within five (5) days and failure to do so will be deemed a material breach of this Agreement.

U. Franchisee shall comply with all other requirements set forth in this Agreement. In addition, Franchisee agrees that its compliance with the terms of all (i) Airport Agreements, (ii) third-party supplier agreements, (iii) voluntary participation agreements and (iv) any other agreements signed by Franchisee with Franchisor (including but not limited to other franchise agreements) or with Franchisor's Affiliates are essential to this Agreement and a default under any of these other agreements shall be a default under and breach of this Agreement.

VI. PROPRIETARY MARKS

A. With respect to Franchisee's licensed use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:

(1) Franchisee shall use only the Proprietary Marks authorized by Franchisor in the Manuals or otherwise in writing, and shall use them only in the manner authorized and permitted by Franchisor.

(2) Franchisee shall use the Proprietary Marks only for the operation or conduct of the Franchised Business, only within the Area of Responsibility, and only at the Franchised Premises.

(3) During the term of this Agreement, Franchisee shall identify itself as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks,

including, but not limited to, on and in all e-mail and other forms of electronic communication, advertisements, Websites, Social Media, invoices, order forms, receipts and contracts, as well as at such conspicuous locations on the Franchised Premises as Franchisor may designate in writing. The identification shall be in the form which specifies Franchisee's name, followed by the term "Franchisee" or such other identification as shall be approved by Franchisor.

(4) Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

(5) Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name, nor shall Franchisee purchase, sell, license or register cars under a name that includes the Proprietary Marks in any manner whatsoever.

(6) Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

(7) Franchisee shall notify Franchisor immediately in writing if Franchisee becomes aware of any infringement of, or challenge to, Franchisor's rights to the Proprietary Marks. However, Franchisee shall not be deemed to be Franchisor's agent for the purpose of Franchisor's receipt of notice of infringement of the Proprietary Marks. Franchisee shall not communicate on this subject directly or indirectly with anyone other than Franchisor or its attorneys. Franchisor may take such action as it deems appropriate to preserve its rights to and interest in the Proprietary Marks as they are from time to time in use, and its right to license the Proprietary Marks to others, may take such action as it deems appropriate to protect and defend its right to and interest in the Proprietary Marks against infringement, confusion, tarnishment, dilution or other diminution or loss and shall have the exclusive right to control any litigation or other proceeding concerning the Proprietary Marks. Franchisor shall have full discretion to elect the specific measures, if any, to be taken pursuant to its rights under this Paragraph VI.A.(7) and shall be obligated to take only such action as Franchisor reasonably may determine to be necessary and appropriate. Franchisee shall execute all instruments and documents, render assistance and do all things that in Franchisor's opinion or the opinion of Franchisor's attorneys are necessary and advisable to protect and maintain Franchisor's interests in the Proprietary Marks.

(8) In the event that litigation involving the Proprietary Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending or settling such litigation.

B. Franchisee expressly understands and acknowledges that:

(1) Franchisor is the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.

(2) The Proprietary Marks are valid and serve to identify the System and those who are licensed under the System.

(3) Franchisee shall not directly or indirectly contest the validity or the ownership of the Proprietary Marks.

(4) Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, except the license granted herein.

(5) Any and all goodwill arising from Franchisee's use of the Proprietary Marks in the Franchised Business shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any such goodwill associated with Franchisee's use of the System or the Proprietary Marks.

(6) The right and license of the Proprietary Marks granted hereunder to Franchisee is non-exclusive.

C. Franchisee agrees to operate in the name of HERTZ (and such other Proprietary Marks as Franchisor designates) together with logos, emblems and color schemes prescribed by Franchisor and other characteristics of the System in substantially the same combination, arrangement and manner as displayed and used in other businesses under the System in and around the United States, and to emphasize the same in the operation of the Franchised Business and in all advertising matter (subject to Franchisor's approval under the terms of Paragraph X.A. hereof), so that Franchisee's business will be readily recognized by the public as a part of the System. If Franchisor deems it advisable to modify or discontinue use of any Proprietary Marks, Franchisee shall do so at Franchisee's expense within a reasonable period of time after notice.

VII. MANUALS

A. In order to protect the reputation and goodwill of Franchisor and to maintain uniform standards of operation under the Proprietary Marks, Franchisee shall conduct the Franchised Business in accordance with the Manuals, one copy of which Franchisee acknowledges having received on loan from Franchisor for the term of this Agreement. The Manuals shall at all times remain the sole property of Franchisor.

B. Franchisee shall at all times treat the Manuals, any other operational directives created or approved by Franchisor for use in the operation of the Franchised Business, and the information contained therein, as confidential; and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

C. Franchisor may from time to time revise the contents of such Manuals and other operational directives referred to herein, and Franchisee expressly agrees to comply promptly with each new or changed standard. Franchisee shall at all times insure that its copies of such

Manuals and other operational directives are kept current and up-to-date. In the event of any dispute as to the contents thereof, the terms of the master copy maintained by Franchisor at Franchisor's home office shall be controlling.

D. The entire contents of the Manuals, plus Franchisor's mandatory specifications, procedures and rules prescribed from time to time, shall constitute provisions of this Agreement just as if they were a part of this Agreement. Franchisee acknowledges that, prior to executing this Agreement, Franchisee has reviewed and understands the requirements imposed by the Manuals and the specifications, procedures and rules contained in the Manuals. Franchisor can provide the Manuals in electronic or other format.

VIII. CONFIDENTIAL INFORMATION

A. The parties expressly understand and agree that the relationship established between Franchisee and Franchisor by this Agreement is one of confidence and trust, and that as a result thereof Franchisor will be disclosing and transmitting to Franchisee certain confidential and proprietary information concerning the System and procedures, operations and data used in the System. Franchisee agrees to, and to cause Franchisee's Affiliates, employees, representatives and agents to, treat and maintain such confidential and proprietary information as Franchisor's private property, to use the same only for purposes of operation of the Franchised Business and to refrain from disclosing the same to others, except Franchisee's employees or agents, during the term of this Agreement or thereafter. Information or techniques prepared, compiled or developed by Franchisee, its employees or agents, during the term of this Agreement and relating to performance or operation of the System or the Franchised Business shall be considered as part of Franchisor's confidential and proprietary information.

B. Franchisee agrees to, and to cause its Affiliates, employees, representatives and agents to, restrict the knowledge of Franchisor's confidential and proprietary information to Franchisee's employees, representatives and agents who are directly connected with the performance of work which requires knowledge thereof, and Franchisee shall advise such employees, representatives and agents of the confidential nature thereof and the requirements for non-disclosure thereof. Franchisee's managerial employees and agents, as well as the officers, directors and managers of any entity to which an assignment of operating rights has been made pursuant to Exhibit D, shall execute a confidentiality agreement in a form and manner approved by Franchisor.

IX. ACCOUNTING AND RECORDS

A. During the term of this Agreement, Franchisee shall maintain and preserve, for at least six (6) years from the dates of their preparation, full, complete and accurate books, records and accounts, in connection with the Franchised Business, in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in writing.

B. Franchisee shall submit to Franchisor, on a monthly or other periodic basis prescribed by Franchisor, a statement or statements in the form prescribed by Franchisor, showing the number of cars held and available for rental and the description (make, model, year and serial or motor number, or such other descriptive information as Franchisor may require) of each car owned, used, under repair or kept by Franchisee for use in the Franchised Business (the "**Car Rental Fleet**"), and the Gross Revenue generated by the Franchised Business, during such period. Such statements shall be signed by Franchisee. At the request of Franchisor and at Franchisee's sole cost and expense, Franchisee agrees to swear to the truth of such statements by means of an affidavit executed before a Notary Public.

C. Franchisee shall submit the following statements to Franchisor:

(1) As soon as available, but in any event within sixty (60) days after the end of each calendar year of the Franchised Business, a statement certified by a certified public accountant showing (i) the total Car Rental Fleet and the total amount of Gross Revenue generated by the Franchised Business during such calendar year or portion thereof and (ii) the amount expended by Franchisee on advertising and promotion of the Franchised Business during such calendar year or portion thereof; and

(2) At Franchisor's request, audited financial statements certified by a certified public accountant for the Franchised Business during such fiscal year(s) or portion(s) thereof as requested by Franchisor. Upon submission of such statements, Franchisee shall remit therewith all sums not theretofore paid which shall be due to Franchisor in accordance with the provisions of this Agreement (including the payment of the minimum annual franchise fee required under Paragraph IV.A.(4) hereof). If any amounts are then overdue, such overdue sums shall be subject to interest and late fees pursuant to Paragraph IV.C. hereof.

D. Franchisee shall provide Franchisor or its Affiliates access to retrieve electronic data recorded in Franchisee's Computer System on a 24-hour, seven days a week basis. Such data will include, but will not be limited to, files that contain information pertaining to rental transactions, Car Rental Fleet, reservations, customer profiles and data files that are part of Franchisee's general ledger.

E. Franchisee agrees that during the term of this Agreement, and upon termination or expiration of this Agreement, Franchisor may disclose to third parties Franchisee's credit history, business experience and other matters relating to Franchisee's operation of the Franchised Business or Franchisee's status under this Agreement or any other agreement with Franchisor or its Affiliates. Franchisee agrees to hold Franchisor and any third parties harmless for the disclosure or use of such information.

F. In the event of an assignment in the form of Exhibit D to this Agreement, Franchisee shall report to Franchisor the names of all of Franchisee's officers, directors, and managers and report to Franchisor immediately any changes in such positions, including organizational documents executed to effect or approve such changes.

G. Franchisee shall also submit to Franchisor, for review or auditing, to determine Franchisee's compliance with this Agreement, such other forms, reports, records, information and data as Franchisor may reasonably designate, in the manner and at the times and places reasonably required by Franchisor, upon request and as specified from time to time by Franchisor in writing.

H. Franchisor or its designated agents shall have the right at all reasonable times, in order to determine Franchisee's compliance with this Agreement, to examine, audit, and copy at its expense, on the premises of the Franchised Business, the books and records of Franchisee and/or the Franchised Business. Franchisor shall also have the right, at any time, to have an independent audit made of such books and records. If an audit reveals an overpayment by Franchisee to Franchisor, Franchisor shall promptly refund the overpayment or, at Franchisor's option, apply the overage to any outstanding amounts owed by Franchisee to Franchisor. If the audit reveals an underpayment by Franchisee to Franchisor, Franchisee shall pay Franchisor the shortfall immediately upon demand. If these examinations or audits are conducted due to Franchisee's failure to comply with this Agreement or any other agreement with Franchisor or its Affiliates, or if Franchisee denies Franchisor access to the books and records of Franchisee and/or the Franchised Business or otherwise takes action that results in the examination or audit not proceeding satisfactorily, Franchisor shall have the right to charge Franchisee for the costs and expenses incurred in connection with the examinations and audits, including, without limitation, charges for Franchisor's employees' or agents' travel expenses, room, board and compensation, and costs of enforcement of these provisions, and reasonable accounting and legal fees. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

X. ADVERTISING AND SALES PROMOTION

Recognizing the value of advertising and sales promotion, the importance of the standardization of advertising programs to the furtherance of the good will and public image of the System, and the significance of sales promotion activities, the parties agree as follows:

A. Franchisee may advertise the Franchised Business within the Area of Responsibility. All advertising by Franchisee in any medium shall be conducted in a dignified manner and shall conform to such standards and requirements as Franchisor may from time to time designate in writing. Upon written request by Franchisor, Franchisee shall submit to Franchisor for its prior approval (including with respect to prices to be charged, to the extent allowed by applicable law) samples of all advertising and promotional plans and materials (including without limitation Websites and press releases) that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. If written disapproval thereof is not received by Franchisee within fifteen (15) days of mailing, Franchisor shall be deemed to have given the required approval. Franchisee shall not advertise the Franchised Business outside the Area of Responsibility without the prior written consent of Franchisor.

B. Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, any Internet home page, e-mail address, Website or display, bulletin board, newsgroup, mobile application or other Internet related medium) which in any way uses or displays, in whole or part, the Proprietary Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time.

Without limiting the generality of the foregoing, Franchisee shall not cause, permit or allow the Proprietary Marks, or any of them, or any words, symbols or terms confusingly similar thereto, be used or displayed in whole or part: (1) as, or a part of, an Internet domain name; (2) as, or a part of, a URL (at any level or address) or email address; or (3) on or in connection with any Internet home page, Website, bulletin board, newsgroup, chat-group, buddy list, instant messenger, mobile application, meta-tag (or the comparable identifier in any future technology) or other Internet-related activity, without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time. Franchisor shall not link to or frame in to the Websites (including any interior page) or mobile application, any other Website or authorize any third party to link to or frame in the Website (including any interior page) or mobile application without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time.

C. Franchisee agrees that Franchisor shall have the right, in its sole discretion, to establish, for such periods of time as Franchisor shall deem appropriate, national and/or regional advertising and sales promotion funds for the System. Franchisee also agrees that Franchisor may at its sole discretion discontinue any national or regional funds which it may have established. In the event regional funds are established applicable to the Franchised Business, or if national funds are established, the amount of the contributions by Franchisee to such funds shall approximate marketing fees charged by other franchisors in similar businesses (determined without regard to the recurring franchise fee or license fee charged by the franchisors). Contributions to such funds shall be paid by all applicable franchisees on the same pro-rata or proportional basis, as determined by Franchisor. Franchisee further agrees that all such funds shall be maintained and administered by Franchisor or its designee as follows:

(1) Franchisor shall direct all such advertising and sales promotion programs, with sole discretion over the planning of such programs; the creative and strategic concepts, materials and media used in such programs; and the placement and allocation thereof. Franchisee agrees and acknowledges that the funds are intended to maximize recognition and acceptance of the Proprietary Marks and the System, and the promotion and exploitation thereof, and that Franchisor undertakes no obligation in administering the funds to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or the promotion of sales.

(2) Franchisee agrees that the funds may be used to meet any and all costs of maintaining, administering, directing and preparing advertising and sales promotion activities, including, without limitation, the cost of preparing and conducting television, radio, magazine, internet, Social Media, and newspaper advertising campaigns and other public relations activities; employing advertising agencies to assist therein; sales programs and activities; and providing certain promotional brochures and other marketing materials to System franchisees. Sums paid by Franchisee to the advertising and sales promotion funds may be used by Franchisor to defray any of Franchisor's operating expenses and overhead reasonably relat

the administration, direction or operation of the advertising and sales promotion funds, programs, and activities.

XI. INSURANCE

A. Franchisee shall have in force at all times such policies of automobile liability insurance as are prescribed from time to time in the Manuals or otherwise in writing by Franchisor, including but not limited to, automobile liability insurance covering death of or injury to third parties and damage to property of third parties. Unless different provisions are contained in the Manuals or otherwise in writing, minimum automobile liability coverage shall:

(1) be in force for all owned, hired and non-owned vehicles used in the Franchised Business;

(2) provide coverage of One Million Dollars ($1,000,000) combined single limits per occurrence for Franchisee, Franchisor, Affiliates, franchisees of Affiliates, and all other Hertz franchisees;

(3) provide coverage for certain corporate account renters with whom Franchisor has corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts; and

(4) provide minimum statutory limits coverage, as prescribed by the laws of Franchisee's state for all other rental customers.

Insurance policies must provide coverage for all renters, their employees, employers and immediate family, if any, authorized by the renter to use the rented vehicle, even though Franchisor may restrict by the terms and conditions of the rental agreement the extent to which and the persons to whom such coverage shall apply. Policies shall also provide for uninsured/underinsured motorist coverage and personal injury protection only as required by the laws of the state in which the vehicle was rented or as required for certain corporate account renters with whom Franchisor has corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts.

Franchisee may carry comprehensive and collision insurance, but is not required to do so under this Agreement. Franchisee may be required to carry such insurance as a condition to Franchisee's purchase or lease of vehicles from Franchisor or Affiliates.

B. Franchisee shall procure, prior to the commencement of business, and maintain in full force and effect during the term of this Agreement, at Franchisee's expense, a public insurance policy or policies (including, without limitation, comprehensive general liability, garage liability and garage keepers legal liability) protecting Franchisee and Franchisor and their shareholders, Affiliates, officers, directors, partners and employees, and other franchisees of Franchisor and its Affiliates against any claims, loss, liability, personal injury, death, property damage, loss of business income, or expense whatsoever arising or occurring upon or in connection with the Franchised Business. The policies shall include at a minimum (except as additional coverages, higher policy limits and other provisions may be reasonably specified from time to time by Franchisor in writing) the following:

(1) Commercial general liability insurance (occurrence type, which shall include personal injury and advertising liability insurance) with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence; and automobile and truck liability coverage for all owned, non-owned, and hired vehicles, covering bodily injury, including death, and property damage with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence. The aforesaid insurance shall be primary and non-contributory.

(2) Workers' Compensation and Employer's Liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located or operated. Employer's Liability insurance shall have limits of not less than five hundred thousand dollars ($500,000).

(3) Excess liability insurance with a combined single limit of not less than four million dollars ($4,000,000) per occurrence in excess of the underlying liability insurance requirements set forth in Paragraph XI.B.(1) and (2) above.

(4) Commercial property insurance for all real and personal property owned by Franchisee and used in Franchisee's business, including business interruption insurance.

(5) Garage liability and garage keepers legal liability insurance.

At Franchisor's request, all the foregoing provisions of Paragraph XI.B. shall also be written for the benefit of Affiliates.

C. The insurance coverage required under Paragraphs XI.A and B above shall:

(1) name Franchisor as a loss payee on the commercial property policy and as an additional insured on the liability policies with respect to liability arising out of the Franchisee's operations under this Agreement;

(2) waive subrogation against Franchisor and all other franchisees regardless of any insurance that may be procured by Franchisor or any other franchisee and regardless of the effect of any co-insurance provisions and deductibles;

(3) provide that it shall be considered primary and non-contributory and that any insurance that may be procured by Franchisor, by other franchisees or by any customer, shall be considered excess, except as may from time to time be prescribed by the Manuals or otherwise in writing;

(4) not in any way, either by policy or by separate agreement impose customer qualifications or eligibility standards for determining eligibility of a customer to rent a vehicle. Such rental qualifications shall be as prescribed from time to time in the Manuals or otherwise in writing by Franchisor; and

(5) be obtained from a casualty insurance carrier satisfactory to Franchisor and shall be in a form satisfactory to Franchisor in accordance with standards and specifications set forth herein as well as others which Franchisor may reasonably specify from time to time.

D. Franchisee shall, prior to the commencement of business hereunder and annually thereafter, provide to Franchisor a certificate of insurance which confirms that the insurance requirements herein have been met, identifies the additional insureds provided for herein, and confirms that such insurance shall not be terminated or the amount or type of coverage altered without the insurance carrier giving Franchisor thirty (30) days' prior written notice, which shall be sent to the attention of the Insurance Manager at the address stated at Paragraph XIX. hereof, or to such other address as Franchisor may specify from time to time in writing. Franchisee must also provide such notice to Franchisor of any termination or alteration of insurance required by this Agreement.

E. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Paragraph XVII.C. hereof.

F. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees in writing, Franchisor shall have the right and authority (without, however, any obligation to do so) to (1) procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice, or (2) terminate this Agreement as provided in Paragraph XIII.D hereof.

G. Franchisee waives any claims for loss against Franchisor to the extent Franchisee receives insurance proceeds with respect to Franchisee's loss.

XII. <u>TRANSFERABILITY OF INTEREST</u>

A. <u>Transfer by Franchisor:</u>

Franchisor shall have the right to delegate, transfer, or assign all or any part of its rights or obligations herein to any person or legal entity.

B. <u>Transfer by Franchisee:</u>

(1) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement and the franchise it grants are personal to Franchisee and that Franchisor has granted this franchise in reliance on Franchisee's business skill, financial background and capacity, reputation in the community, and other factors deemed appropriate by Franchisor. Accordingly, Franchisee shall not engage in any transaction, whether lifetime or testamentary, that results in the sale, assignment, transfer, conveyance, give away, pledge, or mortgage, or otherwise disposes of or encumbers any direct or indirect interest in whole or in part, of (i) this Agreement or any interests herein or rights hereunder; (ii) the Franchised Business, including

any transfer of assets not in the ordinary course of business; (iii) the Area of Responsibility; (iv) any Franchised Premises; or (v) any interests in the assignee of the operating rights under this Agreement (any one or more of the foregoing, a "**Transfer**"), except as provided in this Paragraph XII. However, Franchisee shall have the right during the term of this Agreement to assign the operating rights under this Agreement to a corporation or limited liability company in which Franchisee owns at least fifty one percent (51%), and Franchisee collectively with Franchisee's spouse, issue, parent, brother, sister, or spouse of a child of Franchisee, owns one hundred percent (100%), of the total outstanding capital stock (exclusive of treasury stock owned by that corporation) or ownership interests of any class, in accordance with and as provided under the terms and conditions of an assignment agreement in the form of Exhibit D hereto. Upon notice of termination by Franchisee pursuant to Paragraph XIII.A., this Agreement and the franchise it grants to Franchisee may not be transferred. Any purported Transfer by Franchisee, or by operation of law or otherwise, not in compliance with this Paragraph XII., shall be null and void, and shall constitute a material breach of this Agreement for which this Agreement shall automatically terminate without notice or opportunity to cure, pursuant to Paragraph XIII.B. hereof.

(2) If Franchisee at any time during the term hereof desires to make a Transfer, and provided Franchisee is not in default hereunder, Franchise shall give written notice of such proposed Transfer ("**Notice of Transfer**") to Franchisor. The Notice of Transfer must include each of the following in written form:

(a) The full and complete name of the proposed transferee;

(b) A copy of the definitive purchase, sale or other agreement by which the proposed transfer shall be consummated ("**Acquisition Agreement**")

(c) A detailed description of the proposed transferee's business background; including any experience in businesses similar to the Franchised Business;

(d) The most recent financial statements of the proposed transferee;

(e) Copies of all agreements, appraisals or evaluations relating to the proposed Transfer;

(f) Copies of the most recent year end and monthly financial statements of the Franchised Business certified as correct by Franchisee; and

(g) Such additional information and documents as Franchisor shall reasonably request, including, without limitation, additional business, financial or tax return information regarding the proposed Transfer, the transferee, the Franchisee, or the Franchised Business.

The Notice of Transfer shall be effective on the date Franchisor shall have actually received to Franchisor's satisfaction, any and all of the materials and information set forth in this Paragraph XII.B(2), including any additional information and documents subsequently requested by Franchisor hereunder (the "**Notice Effective Date**"). Any amendment, addendum or other modification to the Acquisition Agreement executed after the Notice Effective Date, or any additional exhibit, schedule, agreement, document or other instrument attached or to be attached to the Acquisition Agreement, delivered to Franchisor after the Notice Effective Date, shall automatically extend and modify the Notice Effective Date to the date upon which Franchisor receives the amendment, addendum or other modification, or any additional schedule, agreement, document or other instrument. Franchisor will have sixty (60) days beginning on the first (1^{st}) business day following the Notice Effective Date, as it may be automatically extended and modified, to approve or disapprove the proposed Transfer discussed below in Paragraph XII.B(3), and to exercise Franchisor's right of first refusal as provided in Paragraph XII.D; provided, however, that, subject to applicable law, Franchisor may elect to extend the sixty-day period for an additional thirty (30) days upon written notice to Franchisee prior to the expiration of the sixty-day period (the "**Review Period**").

(3) During the Review Period, Franchisor will either approve or disapprove the proposed Transfer and so notify Franchisee. During such Review Period, Franchisor may, at Franchisor's sole option, notify Franchisee of Franchisor's intent to exercise Franchisor's right of first refusal as provided in Paragraph 12.D. Franchisee agrees that it shall be deemed reasonable for Franchisor to require that the transferee be one natural person. In addition, any approval by Franchisor of the proposed Transfer shall be subject to the following conditions being satisfied prior to or on the effective date and/or closing of the proposed transfer:

(a) Franchisee (transferor) executes a transfer, consent and release agreement, in a form satisfactory to Franchisor, with a general release of any and all claims against Franchisor, its Affiliates and their officers, directors and employees, in their corporate and individual capacities, arising out of or connected with the performance of this Agreement, including, without limitation, claims arising under Federal, state, and local laws, rules, and ordinances;

(b) Franchisee (transferor) indemnifies Franchisor, it Affiliates and their directors, officers, employees for any and all claims or liabilities by reason of any action taken or omission by Franchisee in the conduct of the Franchised Business prior to the effective date of the Transfer;

(c) Transferee completes Franchisor's then-current form of franchise application and meets Franchisor's then-current standards and qualifications to become a franchisee;

(d) Transferee executes a then-current standard form Hertz System Car Rental Franchise Agreement, granting such transferee the right to use the System in the conduct of the Franchised Business in the Area of Responsibility specified in Paragraph I.A. hereof, upon the same terms and conditions then being offered by Franchisor under such Hertz System Car Rental Franchise Agreement, except as to any initial fee, franchise fee, transfer fee, and any other fees and assessments to be paid by such transferee to Franchisor under such Hertz System Car Rental Franchise Agreement, as well as the length of the term thereof, all of which shall remain within the sole discretion of Franchisor;

(e) Transferee executes (and/or, upon Franchisor's request, cause all interested parties to execute) such ancillary agreements as Franchisor may require for the Franchised Business, including, but not limited to, an agreement to guarantee payment of amounts owed by Franchisee to Franchisor and its Affiliates and to other franchisees of Franchisor or its Affiliates;

(f) Transferee, and any entity to which transferee may assign the operating rights under the Hertz System Car Rental Franchise Agreement, will not be, and agrees that they will not become at any time during the period in which transferee is a franchisee of Franchisor, either wholly or partially, a publicly-held or reporting entity with the Securities and Exchange Commission;

(g) Transferee, and any entity to which transferee may assign the operating rights under the Hertz System Car Rental Franchise Agreement, will not at the time transferee becomes a franchisee of Franchisor, and agree that they will not at any time during the period in which transferee is a franchisee of Franchisor, own, maintain, engage in, operate, conduct, solicit, have any interest in, or provide any advisory or operational assistance to any other Vehicle Rental Business, except as allowed by Franchisor, in its sole discretion, pursuant to a franchise agreement with Franchisor or its Affiliates;

(h) In the event the proposed Transfer would result in transferee owning and operating more than one Vehicle Rental Business pursuant to franchise agreements with Franchisor or its Affiliates (either because the proposed Transfer involves multiple Hertz Businesses or because transferee is an existing franchisee pursuant to a franchise agreement with Franchisor or its Affiliates), Franchisor determines, in its sole discretion, that it will allow for the ownership and operation of multiple Vehicle Rental Businesses by transferee; and

(i) All amounts which are due and owing to Franchisor, its Affiliates and all other franchisees of Franchisor and its Affiliates have been paid or otherwise satisfied in full.

C. Transfer upon Death or Permanent Incapacity:

Upon the death or permanent incapacity (mental and/or physical) of Franchisee, Franchisor will extend the term of this Agreement for a period not to exceed one hundred eighty (180) days, upon the written request of Franchisee or Franchisee's legal representative, as the case may be, given within thirty (30) days of such death or permanent incapacity, provided that Franchisee or Franchisee's legal representative, as the case may be, takes reasonable steps to perform Franchisee's obligations hereunder during such extension period. Franchisor will issue the then-current standard form Hertz System Car Rental Franchise Agreement, on the same basis and under the same conditions as provided in Paragraph XII.B. hereof, to a transferee of the Franchised Business who is proposed to Franchisor by Franchisee or Franchisee's legal representative, as the case may be, during such extension period. If such reasonable steps are not taken and, in any event, if no approved transferee is proposed to Franchisor within such extension period, this Agreement will terminate in accordance with the provisions of Paragraph XIII. hereof.

D. Sale of Assets to Franchisor:

Upon application to Franchisor for approval of a transferee pursuant to Paragraphs XII.B(2) or XII.C hereof, during the Review Period, Franchisor shall have the right to exercise Franchisor's right of first refusal to purchase from Franchisee the interest to be transferred pursuant to the Acquisition Agreement for the same price, and upon the same terms and conditions as set forth in the Notice of Transfer and Acquisition Agreement as they relate to vehicle rental operations; and Franchisor shall have an additional sixty (60) days after the Review Period, plus any additional time as may be reasonably necessary to obtain required consents and satisfy other closing conditions, to consummate the transaction. In connection with Franchisor's right to purchase, Franchisee agrees to fully cooperate with Franchisor in Franchisor's performance of due diligence of the proposed Transfer and to provide Franchisor with copies of any and all reports, assessments, appraisals, information or materials related to the proposed Transfer, including the Franchised Business, upon Franchisor's request. Anything in this Paragraph XII.D to the contrary notwithstanding, Franchisor shall not have any obligation or commitment to abide by or comply with: (1) any term or condition which Franchisor, in its sole discretion, determines is inconsistent with the general nature of the proposed Transfer, imprudent or commercially impracticable, including, but not limited to, related party transactions; the payment of commissions, brokers' or finders' fees; or the reimbursement of expenses incurred by either party in connection with the proposed Transfer; or (2) any other agreement executed by and among the proposed transferee and any third party or Franchisee that cannot be cancelled or terminated without cause prior to the closing of the proposed Transfer. Franchisee may not enter into an agreement where the proposed closing date occurs during the initial sixty-day period. Franchisor may substitute cash for any form of payment set forth in the bona fide written offer to purchase. Franchisor may also pay by offsetting amounts due and owing to Franchisor or an Affiliate or other franchisees of Franchisor or its Affiliates. Franchisor's right of first refusal described in this Paragraph XII.D shall in no way modify or diminish Franchisor's right to withhold its consent to the Transfer under Paragraph XII.B. Franchisor may assign its right of first refusal in this Paragraph XII.D to Affiliates or third parties.

E. Non-Waiver of Claims:

Franchisor's consent to a Transfer of any interest in this Agreement shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

XIII. DEFAULT AND TERMINATION

A. Franchisee may terminate this Agreement, with or without cause, at any time upon giving not less than one hundred eighty (180) days' prior written notice to Franchisor. Upon notice of termination by Franchisee, this Agreement and the franchise rights it grants to Franchisee may not be transferred pursuant to Paragraph XII.B. herein. Franchisee agree to continue to operate the Franchised Business during this notice period, comply with all the terms of this Franchise Agreement, and pay all fees and charges during the notice period. Upon notice of termination, Franchisor may attempt to re-franchise the Area of Responsibility, but Franchisor is under no obligation to do so and, if Franchisor does so, Franchisee will derive no benefit therefrom. Franchisee agrees that if Franchisee terminates this Agreement pursuant to this Paragraph XIII.A., or otherwise, Franchisee shall pay to Franchisor in addition to any amounts due under Paragraph XIV.E., as liquidated damages for the future franchise fees Franchisor will lose pursuant to Paragraph IV.A,, an "**Early Termination Fee**" calculated by multiplying the minimum amount per year set forth at Paragraph IV.A.(4) of this Agreement by the number of years remaining on the term of this Agreement as of the date of termination (the amount due for any partial year remaining on the term of the Agreement shall be the pro rata calculation of the minimum amount set forth at Paragraph IV.A.(4) due for that partial year). Franchisee shall pay the Early Termination Fee with the notice of termination. The Early Termination Fee is intended to compensate Franchisor only for the value lost in future franchise fees pursuant to Paragraph IV.A. as a result of the early termination of this Agreement, and Franchisee agrees that Franchisee remains liable for all other obligations under this Agreement, including without limitation, the obligations set forth in Paragraph XIV. of this Agreement and liabilities arising out of Franchisee's breach or default.

B. Franchisee shall be deemed to be in default under this Agreement, and this Agreement and all rights granted Franchisee hereunder shall automatically terminate without notice to Franchisee, if any of the following events occur:

(1) If Franchisee becomes insolvent or is dissolved; if a receiver or trustee for the business of Franchisee is appointed; or if Franchisee files a voluntary petition in bankruptcy or an involuntary petition is filed by any other person, and such involuntary petition is not dismissed within ten (10) days of filing;

(2) If, after the death or permanent incapacity (mental and/or physical) of Franchisee, Franchisee or Franchisee's legal representative, as the case may be, fails to propose an approved transferee to Franchisor within the extension period provided pursuant to Paragraph XII.C. hereof; or

(3) If Franchisee attempts during the term of this Agreement to make arrangements for or to effect (i) a Transfer without Franchisor's prior written consent, contrary to the terms of Paragraph XII. hereof, or (ii) a transaction comparable to a Transfer which will take place after termination or expiration and is in violation of Paragraph XV.C.(3) of this Agreement.

C. Franchisee shall be deemed to be in default and Franchisor may, at its option, upon written notice to Franchisee, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, if any of the following events occur:

(1) If Franchisee fails to commence active operation of the Franchised Business within one hundred twenty (120) days from the Commencement Date of this Agreement;

(2) If Franchisee without the Franchisor's prior written consent fails or ceases to actively and continuously operate the Franchised Business at all of the locations pursuant to Paragraph I.F. above throughout the term of this Agreement;

(3) If Franchisee is (i) convicted of, or plead guilty or no contest to, any felony; (ii) convicted of, or plead guilty or no contest to, any criminal offense related to the Franchised Business, other than minor traffic violations; or, (iii) convicted of, or plead guilty or no contest to, any crime or violate Anti-Terrorism laws or commit any act within or without the Franchised Business that, in the sole opinion of Franchisor, could tend to reflect poorly upon the goodwill of Franchisor's name or any of Franchisor's Proprietary Marks or upon the Franchised Business;

(4) If Franchisee discloses or divulges the contents of the Manuals or other trade secrets or confidential or proprietary information provided to Franchisee by Franchisor, contrary to Paragraphs VII. or VIII. hereof;

(5) If Franchisee fails to comply with the covenants in Paragraph XV. hereof;

(6) If Franchisee knowingly maintains falsified books or records, or submits false reports to Franchisor;

(7) If Franchisee fails on three (3) or more separate occasions, during any twelve (12) month period, to comply with provisions of this Agreement, including Franchisee's obligation promptly to pay any monies owing to Franchisor or its Affiliates or other franchisees of Franchisor or its Affiliates when due, even though the defaults were cured after notice to Franchisee;

(8) If Franchisee places advertising using the Proprietary Marks not in compliance with Franchisor's standards and requirements and without Franchisor's prior approval, as set forth in Paragraph X.A., on three (3) or more separate occasions;

(9) If Franchisee makes any material misrepresentation or omission of a material fact in the information furnished by Franchisee to Franchisor in connection with Franchisor's decision to enter into the Franchise Agreement with Franchisee, on the franchise application for the Franchise Agreement or in any agreement with Franchisor or its Affiliates;

(10) If Franchisee fails to successfully complete Franchisor's initial training program to Franchisor's satisfaction;

(11) If Franchisee maintains a separate rental fleet in the Area of Responsibility on which no fees are paid to Franchisor; or

(12) If Franchisee fails to maintain in the Franchised Business, as set forth on Exhibit C to this Agreement: (i) the minimum number of vehicles required for each calendar month during the term of this Agreement; or (ii) the minimum average number of vehicles for either six (6) consecutive months or nine (9) months out of any twelve (12) consecutive months.

D. Except as provided in Paragraphs XIII.B., XIII.C. and XIII.D.(7) hereof, Franchisee shall have thirty (30) days after Franchisor's written notice of termination within which to remedy any other default as described in this Paragraph XIII.D., and to provide evidence thereof to Franchisor. If any such default is not so cured within that period, or such longer period as applicable law may require, this Agreement and all rights granted hereunder shall terminate without further notice at the end of such period. Franchisee shall be in default under this Paragraph XIII.D. for any failure to strictly comply with any of the terms of or requirements imposed by this Agreement, the Manuals (as they may from time to time be supplemented by Franchisor), or any other agreement between Franchisee or its Affiliates and Franchisor or its Affiliates (whether or not related to this Agreement). Such defaults shall include, without limitation, the occurrence of any of the following events:

(1) Franchisee's failure, refusal or neglect promptly to pay any monies owing to Franchisor or its Affiliates when due, to pay when due any monies otherwise incurred or owing in connection with the operation of the Franchised Business, or to submit the financial or other information required by Franchisor under this Agreement;

(2) Franchisee's failure to maintain the standards specified by Franchisor in the Manuals or otherwise in writing;

(3) Franchisee's failure to maintain the rates promoted or described by Franchisor as required by this Agreement;

(4) Franchisee's failure, refusal or neglect to obtain Franchisor's prior written approval or consent as required by this Agreement;

(5) Franchisee's misuse or unauthorized use of the Proprietary Marks or other material impairment of the goodwill associated therewith or Franchisor's rights therein;

(6) Franchisee's failure to procure or maintain the insurance required by Paragraph XI. hereof; or

(7) Franchisee's failure to furnish Franchisor with access to conduct the examinations and audits contemplated by Paragraph IX.H., and Franchisee fails to correct such failure within three (3) days of notice to Franchisee.

E. Any cure by Franchisee of a default under Paragraph XIII.D of this Agreement or by Franchisee or its Affiliates under any other agreements between Franchisee or its Affiliates and Franchisor or its Affiliates will not be recognized by Franchisor unless and until all defaults under this Agreement or such other agreements have been cured. In addition to all other remedies described in this Agreement, if Franchisee defaults in the performance of any of Franchisee's obligations or breaches any term or condition of this Agreement or any related agreement involving third parties, Franchisor may, at its election, immediately or at any time thereafter, without waiving any claim for breach of this Agreement and without notice to Franchisee, cure such default for Franchisee's account and all costs or expenses incurred by Franchisor, including attorney's fees, must be paid by Franchisee to Franchisor on demand.

XIV. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall forthwith terminate; provided, however, that Franchisee shall remain liable for any damage to Franchisor arising from Franchisee's breach of or failure to perform any of the covenants, obligations or undertakings herein contained. In addition, upon termination or expiration:

A. Franchisee shall immediately cease operating under the System and the Proprietary Marks.

B. Franchisee's name shall be withdrawn as soon as possible from all published lists of persons operating businesses under the System. Franchisee shall not hold itself out to the public as a present or former System franchisee.

C. Franchisee shall immediately cease and terminate all use in any manner whatsoever of the mark HERTZ and any other Proprietary Marks licensed hereunder, or colorable imitations thereof, and shall take any steps necessary to disassociate itself from such marks, including the withdrawal of all advertising matter (including from Websites and Social Media), the destruction of all letterheads, and the removal of all signs and any other articles which display the Proprietary Marks or trade dress associated with the System. If Franchisee is using any e-mail address or Internet domain name registration which contains the mark HERTZ or any other Proprietary Mark of Franchisor, Franchisee shall immediately take such action as may be necessary to cease use of any such e-mail address and to transfer any such Internet domain name registration to Franchisor.

D. In the event Franchisee continues to operate any business, Franchisee agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Proprietary Marks; and Franchisee further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor so as to constitute unfair competition. Franchisee shall make such modifications or alterations to the Franchised Premises immediately upon termination or expiration of this Agreement as may be necessary to prevent the operation of any business thereon by himself or others in derogation of this Paragraph XIV., including changing all telephone numbers, discontinuing all classified, website, and other advertising, and making such specific additional changes as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Paragraph XIV., Franchisor or its agents shall have the right to enter upon the premises where the Franchised Business was conducted, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, and shall otherwise be deemed to be authorized by Franchisee to take such action on Franchisee's behalf as may be appropriate hereunder, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

E. Franchisee shall promptly pay all sums owing to Franchisor and Franchisor's Affiliates and other franchisees of Franchisor or its Affiliates. In the event of termination for any default of Franchisee, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, machinery, fixtures and equipment owned by Franchisee and used in the Franchised Business at the time of default.

F. Franchisee shall pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Paragraph XIV.

G. Franchisee shall immediately turn over to Franchisor the Manuals and all other manuals, records, files, instructions, software, correspondence, promotional material, forms, Hertz System Standard Rental Agreements, and any and all other materials, in any medium, in the Franchisee's possession or control that use any of the Proprietary Marks or relate to the operation of the System, and all copies thereof (all of which are acknowledged to be Franchisor's property). Franchisee shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law.

H. Franchisee shall take such action as shall be necessary to cancel any assumed name or equivalent registration which contains the mark HERTZ or any other Proprietary Mark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement. If Franchisee fails to take such action within the prescribed time, Franchisee shall be deemed to have appointed Franchisor as its agent with authorization to take such action on Franchisee's behalf.

I. Franchisee shall immediately advise Franchisor of all inventory or other items (excluding those items described in Paragraph XIV.G hereof) bearing Franchisor's Proprietary Marks. Franchisor shall have the right (but not the duty), to be exercised by written notice of intent provided to Franchisee within thirty (30) days after termination, to purchase any of such items at Franchisee's cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and his determination shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee under this Agreement, and the cost of the appraisal, if any, against any payment therefor.

J. Franchisor shall have the option (but not the duty) upon written notice to Franchisee (i) within one hundred twenty (120) days after Franchisor's receipt of notice under Paragraph XIII.A hereof, (ii) within thirty (30) days after Franchisor learns of the termination of this Agreement under Paragraph XIII.B hereof, or (iii) within thirty (30) days after termination of this Agreement under Paragraph XIII.C or XIII.D hereof, to elect to purchase from Franchisee, and to require Franchisee to sell to Franchisor or to Franchisor's nominee, some or all (at

Franchisor's option) of the assets employed in the Franchised Business, on the terms and conditions hereinafter contained:

(1) The purchase and sale shall be implemented by a formal contract containing warranties and representations by the seller at the time of sale with respect to full ownership and transferability of the assets to be sold, the absence of liens and encumbrances thereon, the seller's full authority to effect such sales and transfers, the working condition and repair of physical assets, and such other warranties, representations and agreements as shall be appropriate in a transaction of such nature.

(2) The closing date for the purchase and sale shall be no later than the ninetieth (90th) day after Franchisor's written notice of intention to purchase.

(3) The assets to be sold or transferred shall include all personal property owned and employed by Franchisee in such Franchised Business (including leased property and excluding such personal property that Franchisor specifically declines to purchase) together with other assets used by Franchisee in connection with the conduct of such Franchised Business, including, without limitation, all real property, leases, and tenancies (including Airport Agreements), vehicle rental agreements in which seller is the lessor, other contracts and agreements (except employment agreements) to which the seller is a party, all leasehold improvements, furniture, fixtures, machinery, equipment and signs, inventories of tires, fuel, supplies and parts on hand, all of which shall be determined by Franchisor or its nominee on and after the closing date.

(4) The seller's transfer and conveyance shall be free and clear of all liens, claims, and encumbrances and seller shall obtain and deliver to Franchisor or its nominee on or before the closing date any and all consents of third parties to the assignment or transfer of leases and contracts where such consent is required to effectuate a valid transfer or assignment as aforesaid.

(5) Franchisor and Franchisee agree to negotiate in good faith to determine the purchase price and other terms of the purchase. If the parties cannot agree on fair market value within fifteen (15) days after Franchisor's written notice of intention to purchase, then within five (5) days thereafter Franchisor and Franchisee will each select an independent appraiser, who in turn will mutually select a third independent appraiser within ten (10) days of the last of their appointments. The parties will share equally in the cost of the appraisal. The purchase price for the assets of the Franchised Business will be established by the third appraiser in accordance with this Paragraph XIV.J.(5), customary valuation methodologies and generally accepted accounting principles, and will be binding upon the parties. In determining such purchase price pursuant to this Paragraph XIV.J.(5), the physical assets shall be depreciated at rates and in accordance with standard accounting methods employed by Franchisor or its successor at the time Franchisor or its nominee shall purchase the same, provided that such methods are in accordance with generally accepted accounting principles. In making any calculations of net tangible asset value as of the date of sale, vehicles and other physical assets which have been fully depreciated shall be valued at the fair market value thereof as of the date of sale. The value, before depreciation, assigned to the vehicles to be sold and transferred

hereunder, shall not exceed prices which were paid or which would have been paid by Franchisor or its nominee in accordance with Franchisor's customary business practices for the same or comparable assets at the time and place when purchased by Franchisee. All other physical assets to be sold and transferred, except real estate, shall be valued for the purposes hereof at seller's cost less depreciation calculated at rates as above set forth. Real estate, if any, shall be valued at the fair market value thereof, as of the date of sale. No value or payment shall be attributed to intangible assets, such as leases, tenancies (including Airport Agreements), reservations, vehicle rental agreements, or any other contracts or agreements. Notwithstanding anything herein contained, if any asset to be sold and transferred to Franchisor or its nominee pursuant hereto shall then be subject to a right of purchase by Franchisee's customer thereof, the price to be paid by Franchisor or its nominee therefor shall in no event exceed the price at which such customer is entitled to purchase the same. Notwithstanding any provision hereof to the contrary, no payment shall be made for the transfer of Airport Agreements or for any goodwill. The purchase price for the assets of the Franchised Business will be paid in cash on the closing date. If Franchisor elects to exercise its option to purchase, Franchisor will have the right to set-off all amounts due Franchisor or any of its Affiliates against payment of the purchase price.

K. Franchisee shall take all steps necessary to transfer to Franchisor or its designee all telephone numbers, directory listings, and facsimile and electronic communication lines used by it in the conduct of its Franchised Business, and, upon Franchisor's request, advise the telephone company and any third party service providers who provide telephone number, directory listings, and facsimile and electronic communication lines used in the Franchised Business that Franchisee has no further interest in such telephone numbers, directory listings, and facsimile and electronic communication lines, and to approve their transfer to Franchisor or its designee. If Franchisee does not transfer the telephone numbers, directory listings, and facsimile and electronic communications lines, the telephone company and any third party service providers may accept this Agreement, Exhibit E and Franchisor's direction as evidence of Franchisor's exclusive right to the telephone numbers, directory listings, and facsimile and electronic communications lines and of Franchisor's authority to direct their transfer.

L. Franchisee shall comply with the covenants contained in Paragraph XV. hereof.

M. Franchisee shall execute, at Franchisor's request, all documents necessary to assign to Franchisor the leasehold interests in real property at which the Franchised Business is operated and all airport concession agreements covering airports or other sites at which the Franchised Business is operated.

N. Franchisee shall notify lessors of real estate and airport entities/representatives that this Agreement has been terminated and that Franchisor has the right to succeed to Franchisee's rights as tenant and airport concessionaire.

O. Franchisee shall allow Franchisor, at its option, to audit the Franchised Business pursuant to Paragraph IX.H. hereof.

XV. COVENANTS

A. Franchisee covenants that during the term of this Agreement, except as otherwise expressly approved in writing by Franchisor, Franchisee shall devote a significant amount of personal time, energy, efforts, and direction to the management and operation of the Franchised Business.

B. Franchisee acknowledges that the methods of doing business and other elements comprising the System are unique and distinctive and have been developed by Franchisor at great effort, time and expense; that Franchisee has regular and continuing access to valuable confidential information, proprietary material, and training regarding the System; and that Franchisee recognizes his obligation to encourage the use of Hertz world-wide car renting services, to fully develop the Franchised Business within the Area of Responsibility, and otherwise to devote a significant amount of Franchisee's personal time, energy and direction, and Franchisee's best efforts, to the management and operation of the Franchised Business. Franchisee accordingly agrees that, during the term of this Agreement, Franchisee shall not, without the prior written consent of Franchisor, either directly or indirectly, for himself, or through, on behalf of, or in conjunction with any affiliate, subsidiary, person, partnership, corporation, limited liability company or other entity (including without limitation, any entity to which an assignment of operating rights has been made pursuant to Exhibit D):

(1) Divert or attempt to divert any actual or prospective business or customer of the business franchised hereunder, or of any other Hertz Business, to any competitor, by direct or indirect inducement or otherwise;

(2) Employ or seek to employ any person who is at that time employed by Franchisor or its Affiliates, or by any other franchisee of Franchisor or its Affiliates, or otherwise directly or indirectly seek to induce such person to leave his or her employment; or

(3) Own, maintain, engage in, operate, conduct, solicit, have any interest in, or provide any advisory or operational assistance to any other Vehicle Rental Business, except under a franchise from Franchisor or its Affiliate.

C. Franchisee covenants that, for a period of one (1) year after (i) a Transfer permitted Paragraph XII., or (ii) the expiration, termination or nonrenewal of this Agreement, regardless of the cause of expiration, termination or nonrenewal, Franchisee shall not, without the prior written consent of Franchisor, either directly or indirectly, for himself or through, on behalf of, or in conjunction with any other affiliate, subsidiary, person, partnership, corporation, limited liability company or other entity (including without limitation, any entity to which an assignment of operating rights has been made pursuant to Exhibit D):

(1) Employ or seek to employ any person who is at that time employed by Franchisor or its Affiliates, or by any other franchisee of Franchisor or its Affiliates, or otherwise directly or indirectly seek to induce such person to leave his or her employment; or

(2) Own, maintain, engage in, operate, conduct, solicit, have any interest in, or provide any advisory or operational assistance to any other Vehicle Rental Business (except under a franchise from Franchisor or its Affiliate):

(a) Within the Area of Responsibility;

(b) Within one hundred (100) miles of the border of the Area of Responsibility;

(c) Within the area of responsibility of any other System franchisee;

(d) Within a ten (10) mile radius of the border of the area of responsibility of any other System franchisee; or

(e) Within a ten (10) mile radius of any Hertz Business operated by Franchisor or its Affiliate.

(3) Engage in a transaction that would have been a Transfer had it occurred during the term of the Agreement or is comparable to a Transfer (as a post-termination or post-expiration transaction), and is to a competitor for the operation of a Vehicle Rental Business.

D. Franchisee acknowledges that Franchisee's violation of the terms of this Paragraph XV. would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee, accordingly, consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Paragraph XV. Franchisor may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement or otherwise.

E. Franchisee expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Paragraph XV.

F. It is agreed that each of the foregoing covenants and the subjects thereof shall be construed as being independent of any other covenant, subpart or provision of this Agreement. If all or any portion of a covenant in this Paragraph XV. is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Paragraph XV.

G. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant or subpart thereof set forth in this Paragraph XV. without Franchisee's consent, effective immediately upon notice by Franchisor, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding any other provision of this Agreement.

H. This Paragraph XV. shall not apply to any ownership by Franchisee of (a) less than a one percent (1%) beneficial interest of the outstanding equity securities of any publicly held corporation, or (b) any beneficial interest in a vehicle rental business franchised by Franchisor or any of Franchisor's Affiliates.

XVI. TAXES, LAWS, PERMITS, AND INDEBTEDNESS

A. Franchisee shall pay all Federal, state or local franchise, real and personal property, sales and use, retailers, occupational, gross receipts, added value, net income, and any other taxes, charges, or assessments of any nature whatsoever relating directly or indirectly to the operation of the Franchised Business, the equipment contained therein or services provided thereby, or the revenues derived therefrom, directly to the appropriate taxing authority when due (excluding payments which are disputed in good faith, provided that, at Franchisor's request, Franchisee shall, at its sole cost and expense, place a reasonable bond for such payments).

B. Franchisee acknowledges that it is responsible for and shall pay to the appropriate authority any and all Federal or state payroll tax, FICA, unemployment tax, state unemployment compensation contribution, disability benefit payments, insurance costs, and any other assessments or charges which relate directly or indirectly to the employment by Franchisee of employees to operate the Franchised Business.

C. In the conduct and operation of the Franchised Business, Franchisee shall fully comply with all applicable laws, including:

(1) All Federal, state, and local laws, rules and regulations, and shall timely obtain and maintain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business and fictitious name registrations, sales tax permits, zoning permits, fire clearances.

(2) All applicable state and federal laws, requirements, regulations, statues, codes, rules, standards and guidelines, now in place or which may be put in place, relating to persons with disabilities, including but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12181, *et. seq.* (the "ADA") (collectively, the "**Disability Laws**"). Franchisor is a franchisor that does not own, control or operate the Franchised Business or the Franchised Premises. It is Franchisee's sole responsibility at Franchisee's sole expense to ensure that the Franchised Business, the Franchised Premises and Franchisee's businesses, operations, practices and procedures, are in full compliance with any and all Disability Laws. Franchisee agrees that for purposes of liability and responsibility under the Disability Laws, Franchisee is in control of (i) any modifications undertaken to improve accessibility at the Franchised Business or the Franchised Premises, (ii) any modification undertaken to improve accessibility as to Franchisee's businesses, operations, practices and procedures, and (iii) the construction design process for any new construction for the Franchised Business or the Franchised Premises or alterations to the Franchised Business or the Franchised Premises. Franchisee hereby certifies that Franchisee has designed, constructed or altered or will design, construct or alter the Franchised Business or the Franchised Premises in accordance with the Disability Laws.

In the event a third-party brings a legal proceeding arising out of any of the Disability Laws, Franchisee shall be solely responsible to defend against such action and to undertake, at Franchisee's sole expense, any necessary remediation, barrier removal or other activity necessary to make Franchisee, the Franchised Business, the Franchised Premises and Franchisee's businesses, operations, practices and procedures, in compliance with the Disability Laws. Franchisee shall be solely responsible at Franchisee's sole expense (i) to perform any actions necessary, including without limitation, any actions ordered by any court to make the Franchised Business and/or the Franchised Premises in compliance with the Disability Laws and (ii) for the cost of any such legal proceeding, including without limitation, the payment of any fines, damages, special damages, losses, costs, expenses, attorneys' fee, arbitrators' fees, mediator's fees, expert fees, litigation or other costs. In the event any Indemnitee (as defined at Paragraph XVII.C. below) is named as a party in any such legal proceeding, the indemnification obligations set forth in Paragraph XVII.C. below shall apply.

(3) All Anti-Terrorism Laws (as defined below), and in connection with such compliance, Franchisee certifies, represents and warrants that none of its property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee is not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the USA Patriot Act, the USA Freedom Act and all other present and future Federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's employees or any "blocking" of Franchisee's assets under the Anti-Terrorism Laws shall constitute grounds for immediate termination of this Agreement and any other Agreement Franchisee has entered with Franchisor or one of its Affiliates, in accordance with the termination provisions of this Agreement; and

(4) All applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**"). Franchisee shall comply with Franchisor's standards and policies pertaining to privacy information as set forth in the Manuals or otherwise in writing by Franchisor. If there is a conflict between Franchisor's standards and policies and the Privacy Laws, Franchisee shall: (i) comply with the requirements of the Privacy Laws; (ii) immediately give Franchisor written notice of such conflict; and (iii) promptly and fully cooperate with Franchisor's and its counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to privacy information.

D. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

E. Franchisee shall promptly notify Franchisor in writing if Franchisee is: (a) charged or convicted of, or pleads guilty or no contest to, any felony; or (b) charged or convicted of, or pleads guilty or no contest to, any criminal offense related to the Franchised Business, other than minor traffic violations; or (c) convicted of, or pleads guilty or no contest to, any crime or commits any act within or without the Franchised Business that could tend to reflect poorly upon the goodwill of Franchisor's name or any of the Proprietary Marks or upon the Franchised Business.

XVII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Franchisee shall be an independent contractor; and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

B. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Franchised Business, or any claim or judgment arising therefrom against Franchisee.

C. Franchisee shall indemnify, defend and hold harmless Franchisor, its Affiliates, and its and their directors, officers, employees, agents and franchisees (collectively, "**Indemnitees**") from and against any and all judgments, liabilities, settlements, penalties, costs and expenses of every kind or nature, including without limitation fines, damages, losses, attorneys' fees, court costs and other expenses of litigation, awarded, incurred or imposed against any Indemnitee arising out of, caused by or connected directly or indirectly with the operation of the Franchised Business, or the performance or nonperformance of Franchisee's obligations hereunder, irrespective of whether such claims or suits shall be against Franchisor solely or as a defendant with Franchisee and/or other parties, and regardless of the jurisdictions in which any such claims or suits may be brought, except to the extent that (and only to the extent that) it is finally determined in a binding non-appealable final arbitration or final judgment that such judgment, liability, settlement, penalty, cost or expense directly and solely resulted from gross negligence by any Indemnitee. This indemnification obligation shall continue after the termination or expiration of this Agreement with respect to all aspects of the Franchised Business arising prior thereto. Franchisor may, at its sole option, voluntarily assume the defense or settlement of any of the foregoing. Franchisor has the sole discretion to choose its own attorneys and to consent to judgment or agree to settlement, if there are reasonable grounds upon which to do so.

XVIII. APPROVALS AND WAIVERS

A. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing. Franchisor will also consider, in its sole discretion, other reasonable requests individually submitted in writing by Franchisee for Franchisor's consent to a waiver of any obligation imposed by this Agreement.

B. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

C. No failure of Franchisor to execute any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this franchise prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

XIX. NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective on the earlier of: (a) receipt of personal delivery; (b) one business day after it is sent by a commercially recognized (*e.g.*, FedEx or UPS) or U.S. Postal Service next business day delivery service; or (c) the fifth (5th) business day after it is sent by certified mail (return receipt requested) or registered mail (return receipt requested) to the appropriate party at the following notice address, or such other notice address as may be designated by the party to be notified.

The Franchisor's notice address is:

Hertz System, Inc.
Attn: Robert M. Barton
8501 Williams Road
Estero, Florida 33928 USA

The Franchisee's notice address is:

____
____
____
____

The notice addresses hereby given may be changed at any time by either party through written notice to the other.

XX. ENTIRE AGREEMENT

A. This Agreement, when fully executed, shall supersede and cancel any and all prior and existing agreements, understandings, representations, or statements either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Any amendment or modification of this Agreement is invalid unless made in writing, specifies with particularity the nature of such modification or amendment, and is signed by the parties hereto. Franchisee acknowledges that neither Franchisor nor anyone on behalf of Franchisor has made any representations, inducements, promises or agreements, orally or otherwise, respecting the subject matter of this Agreement which are not embodied herein, and that no other representations induced Franchisee to execute this Agreement.

B. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation that Franchisor made in the most recent disclosure document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

XXI. SEVERABILITY AND CONSTRUCTION

A. Each paragraph, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any paragraph, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other paragraphs, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and such invalid paragraphs, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement, and there shall be automatically added such paragraphs, parts, terms and/or provisions as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law, rule, regulation, or order.

B. Except as specified to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and such of their respective successors and assigns as may be contemplated by Paragraph XII. hereof, any rights or remedies under or by reason of this Agreement.

C. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

D. All references herein in the singular shall be construed to include the plural where applicable, and the masculine to include the neuter gender; and all covenants, agreements, and obligations herein assumed by Franchisee shall be deemed to be joint and several covenants, agreements, and obligations of the several persons named herein as Franchisee.

E. Franchisor previously used the terms License Agreement, Licensor, Licensee, Licensed Business and licensee(s). References in this Agreement to Franchise Agreement, Franchisor, Franchisee, Franchised Business and franchisee(s), shall be construed to include, as applicable, License Agreement, Licensor, Licensee, Licensed Business and licensee(s).

F. If any applicable law or rule requires a longer notice period than that stated in this Agreement, the notice requirements found in the applicable law or rule shall be substituted for those found in this Agreement. Time shall be considered of the essence for each provision of this Agreement.

G. This Agreement may be executed in triplicate, and each copy so executed shall be deemed an original.

XXII. DISPUTE RESOLUTION

A. Costs and Attorneys' Fees

If Franchisor incurs costs and expenses due to Franchisee's failure to pay when due amounts owed to Franchisor, to submit when due any reports, information, or supporting records, or otherwise comply with this Agreement or any other agreements with Franchisor or its Affiliates, Franchisee agrees, whether or not Franchisor initiates any action or proceeding, to reimburse Franchisor for all of the costs and expenses that Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators' and related fees.

B. Good Faith Efforts to Resolve Dispute

Prior to the initiation of any arbitration proceeding set forth in Paragraph XXII.C., below, any dispute shall first be discussed in a face-to-face meeting between Franchisee and a corporate representative of Franchisor, each authorized to make binding commitments on behalf of their respective parties. This meeting shall be held in person at Franchisor's then current headquarters and within thirty (30) days after the date of written notice given by either Franchisee or Franchisor to the other proposing such a meeting, unless Franchisor and Franchisee agree otherwise. Franchisor and Franchisee agree that the written notice proposing such a meeting shall be subject to, and shall be dated prior to the expiration of, the limitation on the period of time in which claims shall be brought under applicable law or the one (1) year period set forth in Paragraph XXII.J. of this Agreement, whichever expires earlier.

C. Arbitration

Franchisee and Franchisor agree that all controversies, disputes, or claims between Franchisor and/or Franchisor's Affiliates (and their respective equity holders, officers, directors, agents, and/or employees) and Franchisee and/or Franchisee's affiliates (and their respective owners, officers, directors, agents, guarantors, and/or employees), if any, arising out of or related to:

(1) This Agreement or any other agreement between Franchisor and Franchisee;

(2) Franchisor's relationship with Franchisee; or

(3) The scope and validity of this Agreement or any other agreement between Franchisor and Franchisee or any provision of such agreements (including, but not limited to, the validity and scope of the arbitration obligations under this Paragraph, which the parties acknowledge is to be determined by an arbitrator and not a court);

shall be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("**AAA**"). The arbitration proceedings shall be conducted by one arbitrator and, except as this Paragraph otherwise provides, according to the then-current commercial arbitration rules of the AAA. All proceedings shall be conducted at a suitable location chosen by the arbitrator in the city where Franchisor's then current headquarters is located. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Notwithstanding any other provision of this Paragraph XXII to the contrary, judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator shall have the right to award or include in his or her award any relief which he or she deems proper including, but not limited to, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Proprietary Marks generic or otherwise invalid or, except as expressly provided in Paragraph XXII.G. below, award any punitive or exemplary damages against either party which such damages the parties hereby expressly waive to the fullest extent permitted by law.

Other than as may be required by law, the entire arbitration proceeding (including, but not limited to, any rulings, decisions or orders of the arbitrator) shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

Franchisor and Franchisee agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. Franchisor and Franchisee further agree that, in any arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or settlement offers that might have been made by either Franchisor or Franchisee. Franchisor reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished Franchisor's right to seek the recovery of those costs in accordance with Paragraph XXII.A.

Franchisor and Franchisee agree that arbitration shall be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between Franchisor and/or Franchisor's

Affiliates (and their respective equity holders, officers, directors, agents, and/or employees) and Franchisee and/or Franchisee's affiliates (and their respective owners, officers, directors, agents, guarantors, and/or employees), if any, may not be consolidated with any other arbitration proceeding between Franchisor and any other person. Notwithstanding the foregoing or anything to the contrary in this Paragraph, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Paragraph XXII.C., then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Paragraph XXII (excluding this Paragraph XXII.C.).

Despite Franchisor's and Franchisee's agreement to arbitrate, Franchisor and Franchisee shall each have the right: (1) to seek relief in a judicial proceeding in accordance with this Paragraph XXII for controversies, claims or disputes based on a failure to pay any fees due under this Agreement when due; and (2) to seek (in a proper case only) temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided that the underlying claim is contemporaneously submitted for arbitration on the merits pursuant to this Paragraph XXII.C., provided further that for controversies, claims or disputes related to the Proprietary Marks, the covenants at Paragraph XV of this Agreement or any confidentiality obligations under this Agreement neither Franchisor nor Franchisee shall be required to simultaneously submit the underlying claim for arbitration on the merits and shall have the right to seek relief (including, without limitation, temporary restraining orders, temporary, preliminary or permanent injunctive relief or other equitable remedies) from a court of competent jurisdiction.

The provisions of this Paragraph XXII.C. are intended to benefit and bind Franchisor and/or Franchisor's Affiliates (and their respective equity holders, officers, directors, agents, and/or employees) and Franchisee and/or Franchisee's affiliates (and their respective owners, officers, directors, agents, guarantors, and/or employees), if any, and shall continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

D. Unfair Competition

Franchisee acknowledges that Franchisee's failure to adhere to the provisions of Paragraphs VI., VII., VIII. and any other provision of this Agreement relating to use of the Proprietary Marks or exclusive dealing with Franchisor shall constitute unfair competition with Franchisor. Franchisee further acknowledges and recognizes that Franchisor will suffer irreparable injury in the event any unfair competition occurs and that it is impossible to accurately determine the tangible and intangible damages which Franchisor will suffer resulting from such unfair competition. Therefore, Franchisee agrees to the entry without prior notice and without posting bond, to the extent that applicable notice and bond requirements may be waived, of such temporary and permanent writs, injunctions, judicial orders, decrees, or other judicial or administrative relief as may be appropriate under the law of any applicable jurisdiction against the unfair competition. Franchisee agrees to pay Franchisor for all costs in obtaining any injunctive relief, order of specific performance or damages, including all costs of investigation and proof of facts, court costs and attorney fees.

E. Governing Law

ALL MATTERS RELATING TO ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH FRANCHISOR'S THEN-CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA), WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT IF ANY PROVISION OF THIS AGREEMENT, INCLUDING THE COVENANTS AT PARAGRAPH XV OF THIS AGREEMENT, WOULD NOT BE ENFORCEABLE UNDER THE LAWS OF THE STATE IN WHICH FRANCHISOR'S THEN CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA) AND THE FRANCHISED BUSINESS IS LOCATED OUTSIDE OF THAT STATE, THEN THAT PROVISION SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE FRANCHISED BUSINESS IS LOCATED. NOTHING IN THIS PARAGRAPH XXII.E IS INTENDED BY THE PARTIES TO SUBJECT THIS AGREEMENT TO ANY FRANCHISE OR SIMILAR LAW, RULE, OR REGULATION TO WHICH THIS AGREEMENT WOULD NOT OTHERWISE BE SUBJECT, AND NO SUCH LAW, RULE OR REGULATION SHALL APPLY UNLESS ITS JURISDICTIONAL, DEFINITIONAL AND OTHER REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

F. Consent to Jurisdiction and Venue

SUBJECT TO PARAGRAPH XXII.C. ABOVE, AND THE PROVISIONS BELOW, FRANCHISEE AGREES THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR MUST BE COMMENCED IN THE APPROPRIATE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WITHIN THE STATE IN WHICH FRANCHISOR'S THEN-CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA) AND FRANCHISEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF THOSE COURTS AND WAIVES ANY OBJECTION FRANCHISEE MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, FRANCHISEE AGREES THAT FRANCHISOR MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE FRANCHISED BUSINESS IS LOCATED.

G. Waiver of Punitive Damages and Jury Trial

EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY FRANCHISOR FOR THIRD PARTY CLAIMS UNDER PARAGRAPH XVII.C., FRANCHISOR AND FRANCHISEE WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE, EACH PARTY SHALL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY JUDICIAL ACTION PERMITTED BY THIS PARAGRAPH XXII WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH JUDICIAL ACTION.

H. Limitations of Claims

Except for claims arising from Franchisee's non-payment or underpayment of amounts Franchisee owes Franchisor, any and all claims and actions arising out of or relating to this Agreement brought by either party against the other, whether in an arbitration or in a legal action, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred; provided, however, that the one-year period for commencing an arbitration or legal action shall be tolled for a period not to exceed thirty (30) days while the parties seek to resolve the dispute under Paragraph XXII.B. if the notice required under Paragraph XXII.B. is given prior to the expiration of the one (1) year period referred to in this Paragraph XXII.H.

I. Rights of Parties Are Cumulative

FRANCHISOR'S AND FRANCHISEE'S RIGHTS UNDER THIS AGREEMENT ARE CUMULATIVE, AND FRANCHISOR'S OR FRANCHISEE'S EXERCISE OR ENFORCEMENT OF ANY RIGHT OR REMEDY UNDER THIS AGREEMENT SHALL NOT PRECLUDE FRANCHISOR'S OR FRANCHISEE'S ENFORCEMENT OF ANY OTHER RIGHT OR REMEDY THAT FRANCHISOR OR FRANCHISEE ARE ENTITLED BY LAW TO ENFORCE.

J. Limitations of Remedies

Under no circumstances shall Franchisee be entitled to receive the benefits under this Agreement or another other agreement with Franchisor or its Affiliates unless Franchisee continues to comply with Franchisee's obligations under all such agreements.

XXIII. ACKNOWLEDGMENTS

A. Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this

Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

Initials: _______/_______

B. Franchisor and Franchisee acknowledge that various provisions of this Agreement specify certain matters that are within Franchisor's discretion or judgment or are otherwise to be determined unilaterally by Franchisor. If the exercise of Franchisor's discretion or judgment as to any such matter is subsequently challenged, the parties to this Agreement expressly direct to the trier of fact that Franchisor's reliance on a business reason in the exercise of Franchisor's discretion or judgment is to be viewed as a reasonable and proper exercise of such discretion or judgment, without regard to whether other reasons for Franchisor's decision may exist, without regard to whether the trier of fact would independently accord the same weight to the business reason, and without regard to whether such discretion or judgment is exercised in the best interests of Franchisee.

Initials: _______/_______

C. Franchisee expressly understands, acknowledges and agrees that from time to time, Franchisor, upon reasonable notice, may change, modify, update, improve, add, delete or alter the System (including, but not limited to, its Manuals) in its sole and absolute discretion; such changes may include, but are not limited to, altering and adding to the programs, methods, standards, forms, policies and procedures, and Proprietary Marks of the System. Whenever this Agreement refers to the System, such references are intended to include, as may be determined by Franchisor, elements that may be required of, or being implemented by, all or only some of the System franchisees, or all or only some of the Car Renting Businesses owned by Franchisor or any of its Affiliates. Franchisee expressly agrees to adopt and abide by such changes, modifications, updates, improvements, additions, deletions and alterations in a timely manner, as specified by Franchisor in writing.

Initials: _______/_______

D. Franchisee expressly understands, acknowledges and agrees that Franchisor specifically reserves the right and privilege, in Franchisor's sole discretion and as Franchisor may deem in the best interests of all concerned in any specific instance, to vary any standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population in the Area of Responsibility, existing business practices, other Vehicle Rental Businesses in other systems owned by Franchisor or any of its Affiliates or any other condition which Franchisor deems to be of importance to the successful operation of the Franchised Business. Franchisee shall not be heard to complain on account of any variation from standard specifications and practices granted to any other franchisee of Franchisor and shall not be entitled to require Franchisor grant Franchisee a like or similar variation.

Initials: ______/______

E. Franchisee acknowledges that it has received, read and understood this Agreement and the Exhibits hereto; that Franchisor has fully and adequately explained the provisions of each to Franchisee's satisfaction; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

Initials: ______/______

F. Franchisee acknowledges that it received this Agreement and the Exhibits hereto, and agreements relating hereto, if any, at least seven (7) business days prior to the date on which this Agreement is executed. Franchisee further acknowledges that Franchisee has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" no later than fourteen (14) calendar days before the date on which this Agreement was executed or consideration was paid to Franchisor.

Initials: ______/______

XXIV. WHEN BINDING

This Agreement shall not become binding upon Franchisor until approved, accepted and executed by its President or any Vice President.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents, on the day and year first above written in this Agreement.

______________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:______________________	BY:______________________
	TITLE:______________________
	ATTEST:______________________

EXHIBIT A

ADDITIONAL LOCATIONS

1.

Street Address or Other Designated Location:__________________________________

Type Of Location (*e.g.*, transient rental, HLE, or both):__________________________

Opening and In Operation Date:____

2.

Street Address or Other Designated Location:__________________________________

Type Of Location (*e.g.*, transient rental, HLE, or both):__________________________

Opening and In Operation Date:____

EXHIBIT B

PERFORMANCE REQUIREMENTS
(Key Performance Indicators – KPI's)

- Franchisee shall have consistently achieved during the Initial Term of this Agreement (ending with Franchisee's notice of election to renew) an average NPS (as defined in Paragraph V.L.(4)) in the Franchised Business that is no lower than 5 percentage points below the average NPS achieved, as measured by Franchisor or its Affiliates, by one or more of the following, as selected by Franchisor, in the United States during the same period: (1) Hertz Businesses operated by Franchisor or its Affiliates; and/or (2) Hertz Businesses operated by Franchisor's franchisees;

- Franchisee shall have demonstrated that Franchisee's Off-Airport Growth was at least 90% of the Off-Airport Growth during each full calendar year of the Initial Term of this Agreement, as measured by Franchisor or its Affiliates, as one or more of the following, as selected by Franchisor or its Affiliates, during the same period: (1) Hertz Businesses operated by Franchisor or its Affiliates; and/or (2) Hertz Businesses operated by Franchisor's franchisees; and

- During each full calendar year of the Initial Term of this Agreement, the market share of Franchisee within the Area of Responsibility as measured by published market share data and reports shall have been the greater of: (i) 90% of the average monthly airport market share in the United States for the previous calendar year of one or more of the following, as selected by Franchisor: (1) Hertz Businesses operated by Franchisor or its Affiliates; and/or (2) Hertz Businesses operated by Franchisor's franchisees; and (ii) no more than 1 percentage point below the average monthly airport market share for the Hertz Business at ______________ Airport for the previous calendar year.

EXHIBIT C

VEHICLES

The following are the minimum average numbers of vehicles per month Franchisee shall own, use or keep for use in the Franchised Business:

(1) Initial inventory: ______

(2) First (1^{st}) through twelfth (12th) month: ______

(3) Thirteenth (13th) through twenty fourth (24th) month: _______

(4) Twenty-fifth (25th) through thirty-sixth (36th) month: ______

(5) Thirty-seventh (37th) through forty-eighth (48th) month and thereafter: _______

Further, in each calendar month during the term of this Agreement, Franchisee must own, use or keep for use in the Franchised Business at least _________________ vehicles.

Failure to maintain either the minimum average numbers of vehicles or the minimum number of vehicles, as shown above, may result in termination of the Franchise Agreement.

EXHIBIT D

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ___________________, 20__ by and between ________________________, an individual, ("**Assignor**") and ________________________, a ________________________ [corporation][limited liability company] with an office at ________________________ ("**Assignee**") and HERTZ SYSTEM, INC. a Delaware corporation, with an office at 8501 Williams Road, Estero, Florida 33928 ("**Hertz**").

WITNESSETH:

WHEREAS, by a written instrument (the "**Franchise Agreement**") dated _______________, _____, a copy of which is attached hereto as Exhibit A and hereby made a part hereof, Hertz has granted to Assignor a Hertz System Car Rental Franchise to conduct a Hertz Business within the following area or areas: ___________________________________ ____; all in accordance with the terms and conditions set forth in the Franchise Agreement; and

WHEREAS, Assignor desires to assign to Assignee his operating rights under the Franchise Agreement and to obtain the consent of Hertz to such assignment, on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Effective as of the _____ day of _______________, _____, Assignor hereby assigns to Assignee his right to operate a Hertz Business as a Hertz System car rental franchisee under and pursuant to the Franchise Agreement (the "**Franchised Business**"), and Assignee hereby assumes each and every obligation, duty, and liability with respect to such operation, said assignment and assumption, however, being subject to the conditions, limitations, and restrictions contained herein.

2. Hertz hereby consents to said assignment and assumption subject to the conditions, limitations, and restrictions contained herein.

3. Assignor and Assignee have provided to Hertz a copy of the operating agreement between Assignor and Assignee pursuant to which Assignee will operate the Franchised Business.

4. No further assignment of operating rights under the Franchise Agreement, or transfer of any interest in Assignee shall be allowed, except as set forth in, and in compliance with,

Paragraph XII.B. of the Franchise Agreement. Except as permitted by Paragraph XII.B. of the Franchise Agreement, if Assignor shall at any time own less than fifty one percent (51%), or if Assignor collectively with Assignor's spouse, issue, parent, brother, sister, or spouse of a child of Assignor shall at any time own less than one hundred percent (100%) of the total outstanding [capital stock (exclusive of treasury stock owned by Assignee)][membership interests] of any class of Assignee or if Assignor shall, by reason of incapacity (mental and/or physical) or death, or otherwise, at any time cease to devote a significant amount of personal time, energy, efforts, and direction to the management and operation of the Franchised Business, the foregoing assignment and assumption shall thereupon terminate automatically without notice, and the aforesaid operating rights shall be and be deemed reassigned to Assignor by virtue of these presents, without further act or deed of Assignee or Assignor.

5. Assignee shall not at any time be or become, either wholly or partially, a publicly-held or reporting entity with the Securities and Exchange Commission.

6. It is expressly understood and agreed that Assignee has and shall have by virtue of these presents no right to assign, transfer or dispose of any interest in the Franchise Agreement (except by reassignment from Assignee to Assignor of the operating rights assigned hereunder), nor to enjoy or exercise any right, power, or privilege which by the terms of the Franchise Agreement is personal to Assignor.

7. The assignment, assumption and consent provided for herein are made and given subject to, and in accordance with, the terms and conditions of the Franchise Agreement; and the consent of Hertz hereto shall not be deemed consent to any other or further assignment by Assignor, whether past, present, or future.

8. Notwithstanding the assignment and assumption, provided for herein, Assignor shall be, and continue to be, fully and directly responsible to Hertz for the performance of all obligations, duties and liabilities under the Franchise Agreement, including, without limitation, the payment of fees, assessments and other amounts due under the Franchise Agreement.

9. Capitalized terms used herein not otherwise defined shall have the meanings given to them in the Franchise Agreement.

10. This Agreement shall not be effective for any purpose unless and until signed and delivered on behalf of Hertz by an authorized officer of Hertz.

11. This Agreement shall be subject to the provisions of Paragraph XXII. DISPUTE RESOLUTION of the Franchise Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, Assignor has signed and sealed these presents, and Assignee and Hertz have caused the same to be executed by their respective officers as duly authorized, and their respective seals to be affixed, on the day and year first above written.

WITNESS:	ASSIGNOR:
______________________________	______________________________L.S.
ATTEST:	ASSIGNEE:
______________________________	By:______________________________
Secretary	President [Managing Member]
ATTEST:	HERTZ SYSTEM, INC.
______________________________	By:______________________________
Assistant Secretary	Vice President

EXHIBIT E

TELEPHONE NUMBERS

Telephone Company Name:____
(the "**Telephone Company**")

The undersigned hereby irrevocably constitutes and appoints Hertz System, Inc. as their full and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the undersigned and in the name of the undersigned or in the name of Hertz to:

(a) authorize the Telephone Company to transfer all telephone numbers, facsimile and electronic communications lines, and directory listings used in the Franchised Business including, without limitation, the following number(s):

1. ____-_______
2. ____-_______
3. ____-_______
4. ____-_______
5. ____-_______

and all rollover numbers to Hertz System, Inc., and

(b) to execute any and all documents and instruments which may be necessary or desirable to accomplish this purpose.

The undersigned acknowledge and agree that they hereby relinquish all future claims to these numbers or other listings under the Hertz System, Inc. name including any and all claims against Telephone Company for transfer of the numbers or the listings.

Billing Name of Releasing Customer:______________________________
Authorized Signature:____
Printed Name of Authorized Signer:_______________________________
Title:____

Exhibit B

Confidentiality Agreements

Exhibit B-1

Confidentiality Agreement (Prospective Franchisees)

<u>CONFIDENTIALITY AGREEMENT</u>
(Prospective Franchisee)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into on ________________, 20__ (the **"Effective Date"**), by and between Hertz System, Inc., a Delaware corporation with its principal place of business at 8501 Williams Road, Estero, Florida 33928 (the "**Company**"), and __________________, a ________________ with its principal place of business at __________________________ **("Recipient")**.

<u>RECITALS</u>

A. The Company, as a result of a significant expenditure of time, skill, effort, and money, has developed and owns a proprietary system ("**System**") for the business of renting cars without drivers using the Hertz Marks ("**Hertz Business**") and has the exclusive right to grant franchises to use the System to operate a Hertz Business;

B. In connection with the consideration by Recipient of entering into a franchise agreement for a Hertz Business with the Company (together with any related transaction, the "**Transaction**"), Recipient wishes to be granted access to confidential information of the Company in order to evaluate the Transaction; and

C. The Company is willing to disclose such confidential information to Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Company's consent to provide such confidential information to Recipient, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means: (i) any and all information, knowledge, or know-how (including, but not limited to, data, reports, analyses, compilations, studies, interpretations, forecasts, records and other materials) relating to the Company (and its affiliates), the System, the Hertz Business, or the Transaction which may be communicated to Recipient or its Representatives prior to, on, or after the Effective Date of this Agreement, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, demonstration, or by other means; (ii) any information, report, or material prepared by Recipient which is derived from any information, knowledge, or know-how described in Section 1 (i), above; and (iii) the fact that discussions or negotiations are taking place between the Company and Recipient concerning the Transaction and all information related thereto with respect to the Transaction, including the status thereof. Confidential Information may include, but is not limited to, information relating to the development, financing, and operation of the System, the Hertz Business and the Transaction; advertising and marketing plans and materials; business plans; financial information concerning the Hertz Business, the Transaction or the Company; operating manuals; and any other financial information. The foregoing list of Confidential Information is illustrative only and does not necessarily include all matters considered confidential by the Company.

2. Recipient shall use the Confidential Information disclosed to it solely for the purpose of evaluating the Transaction. Recipient may share the Confidential Information only with its officers, directors, employees, agents and advisors ("**Representatives**") that, in the reasonable judgment of Recipient, need to know any Confidential Information for the purpose of evaluating the Transaction and are informed of the confidential nature of the Confidential Information and agree to be bound by the terms and conditions of this Agreement. Recipient shall be responsible for any action or omission on the part of any Representative which, if committed by Representative, would be a breach of this Agreement. Moreover, Recipient shall take all reasonably necessary measures to restrain its Representatives from

unauthorized disclosure or use of the Confidential Information.

3. Recipient acknowledges that the Confidential Information disclosed by the Company to Recipient or any Representative under this Agreement may be deemed to be material non-public information under applicable securities laws and regulations and therefore shall not be disclosed by Recipient to any other person or legal entity other than as expressly permitted by this Agreement, and Recipient agrees not to use or disclose such Confidential Information for the benefit of Recipient or any other person or legal entity in connection with the purchase or sale of the equity or debt securities of the Company's affiliates. Such Confidential Information will be deemed to be non-public until it has been disclosed to the public by the Company or an affiliate via a press release, in a public filing made with the U.S. Securities and Exchange Commission or is available through a news wire service or daily newspaper of wide circulation, and a sufficient amount of time has passed (*e.g.*, at least two full business days) so that the information has had an opportunity to be digested by the marketplace.

4. Recipient shall not, at any time, without the prior written consent of the Company: (i) copy any Confidential Information; (ii) communicate or divulge any Confidential Information to any other person or legal entity; or (iii) use any Confidential Information for the benefit of Recipient or any other person or legal entity.

5. Recipient acknowledges that all Confidential Information is, and shall treat all Confidential Information as, the property of the Company, and upon the Company's request promptly shall: (i) return to the Company all documents containing such Confidential Information, including, without limitation, any and all copies thereof (regardless of whether such copies were permitted under this Agreement); and (ii) erase or destroy any of such Confidential Information contained in the computers or data storage devices under the control of Recipient (regardless of whether placement on such computers or data storage devices was permitted under this Agreement) and such destruction shall, if requested, be certified in writing to the Company by an authorized officer supervising such destruction.

6. Recipient acknowledges that any violation of this Agreement by Recipient or any Representative will cause irreparable harm for which no adequate remedy at law may be available. Accordingly, Recipient consents to the issuance of an injunction to prevent or to halt any such violation.

7. This Agreement imposes no obligation upon Recipient with respect to information that: (i) was in Recipient's possession before receipt from the Company; (ii) is or becomes publicly known without breach by Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is disclosed by the Company to a third party without a duty of confidentiality on the third party; (v) is independently developed by Recipient; or (vi) is disclosed by Recipient with the Company's prior written approval.

8. In the event that Recipient becomes legally compelled to disclose any Confidential Information, Recipient shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Company is unable to obtain a protective order or other appropriate remedy, or if it so directs Recipient, Recipient shall furnish only that portion of the Confidential Information that Recipient is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

9. Recipient acknowledges that the Company makes no representation or warranty as to the accuracy or completeness of any Confidential Information and Recipient agrees to assume full responsibility for all conclusions it derives from the Confidential Information.

10. Recipient understands and agrees that no contract, franchise or agreement providing for a Transaction with the Company shall be deemed to exist between Recipient and the Company unless and until a definitive Transaction agreement has been executed and delivered, and Recipient hereby waives, in advance, any

claims in connection with a possible Transaction with the Company unless and until Recipient and the Company shall have entered into a definitive Transaction agreement. Recipient also agrees that unless and until a Transaction agreement between Recipient and the Company has been executed and delivered, the Company has no legal obligation whatsoever with respect to any such Transaction by virtue of this Agreement or any other written or oral expression with respect to such Transaction except, in the case of this Agreement, for the matters specifically agreed to herein. At any time, and without notice to Recipient, the Company may cease providing Confidential Information to Recipient if the Company determines that it does not wish to proceed with the Transaction, or for any other reason.

11. If any part of this Agreement is held invalid by a court or agency, the rest of this Agreement shall remain enforceable, and the part held invalid shall be enforceable to the extent found reasonable by the court or agency.

12. This Agreement contains the entire agreement between Recipient and the Company concerning the confidentiality of the Confidential Information and related matters. This Agreement may be modified only by mutual agreement of the parties executed in writing.

13. The interpretation and enforcement of this Agreement shall be governed by the laws of the State in which the Company's then-current headquarters is located (currently, Florida).

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

RECIPIENT:	**COMPANY:**
______________________	**HERTZ SYSTEM, INC.**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

Exhibit B-2

Confidentiality Agreement (Managerial Employees and Agents)

CONFIDENTIALITY AGREEMENT
(Managerial Employees and Agents)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into on ________________, 20__ (the **"Effective Date"**), by and between Hertz System, Inc., a Delaware corporation with its principal place of business at 8501 Williams Road, Estero, Florida 33928 (the "**Company**"), ____________________________, a(n) ___________ corporation with its principal place of business at ______________________________ (the "**Franchisee**") and __________________, an employee or agent of Franchisee, whose address is ______________________________ **("Recipient")**.

RECITALS

A. The Company, as a result of a significant expenditure of time, skill, effort, and money, has developed and owns a proprietary system ("**System**") for the business of renting cars without drivers ("**Hertz Business**") and has the exclusive right to grant franchises to use the System to operate a Hertz Business;

B. Company and Franchisee have executed a Hertz System Car Rental Franchise Agreement (the "**Franchise Agreement**") granting Franchisee the right to conduct and operate a Hertz Business at ____.

C. Recipient, by virtue of his or her position with Franchisee, will gain access to certain of Company's Confidential Information, as defined herein, and must agree therefore to be bound by the confidentiality obligations contained herein; and

D. The Company is willing to have Franchisee disclose such Confidential Information to Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Franchisee's providing such Confidential Information to Recipient, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means any and all information, knowledge, or know-how (including, but not limited to, data, reports, analyses, compilations, studies, customer information, financial information, marketing, ideas, concepts, business plans, proposals, operating manuals, bulletins, records and other materials) relating to the Company (and its affiliates), Franchisee, the System, and the Hertz Business which may be communicated to Recipient prior to, on, or after the Effective Date of this Agreement, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, demonstration, or by other means. The foregoing list of Confidential Information is illustrative only and does not necessarily include all matters considered confidential by the Company.

2. Recipient shall use the Confidential Information disclosed to it solely for the purpose of the fulfillment of Recipient's responsibilities on behalf of Franchisee. Recipient may share the Confidential Information only with other employees and agents of Franchisee that, in the reasonable judgment of Recipient, need to know such Confidential Information for the purpose of the fulfillment of their responsibilities on behalf of Franchisee, are informed of the confidential nature of the Confidential Information, and agree to be bound by the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any such employee or agent. Moreover, Recipient shall take all reasonably necessary measures to restrain such employees or agents from unauthorized disclosure or use of the Confidential Information.

3. Recipient acknowledges that the Confidential Information disclosed to Recipient under this

Agreement may be deemed to be material non-public information under applicable securities laws and regulations and therefore shall not be disclosed by Recipient to any other person or legal entity other than as expressly permitted by this Agreement, and Recipient agrees not to use or disclose such Confidential Information for the benefit of Recipient or any other person or legal entity in connection with the purchase or sale of the equity or debt securities of the Company's affiliates.

4. Recipient shall not, at any time, without the prior written consent of the Company: (i) copy, duplicate, record, or otherwise reproduce any Confidential Information; (ii) store such Confidential Information in a computer retrieval or data storage device; or (iii) use any Confidential Information for the benefit of Recipient or any other person or legal entity.

5. Recipient acknowledges that all Confidential Information is, and shall treat all Confidential Information as, the property of the Company, and upon the Company's request promptly shall: (i) return to the Company all documents containing such Confidential Information, including, without limitation, any and all copies thereof (regardless of whether such copies were permitted under this Agreement); and (ii) erase or destroy any of such Confidential Information contained in the computers or data storage devices under the control of Recipient (regardless of whether placement on such computers or data storage devices was permitted under this Agreement) and such destruction shall, if requested, be certified in writing to the Company by Franchisee or a person supervising such destruction.

6. This Agreement imposes no obligation upon Recipient with respect to information that: (i) was in Recipient's possession before receipt from the Company; (ii) is or becomes publicly known without breach by Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is disclosed by the Company to a third party without a duty of confidentiality on the third party; (v) is independently developed by Recipient without the use of the Confidential Information; or (vi) is disclosed by Recipient with the Company's prior written approval.

7. In the event that Recipient becomes legally compelled to disclose any Confidential Information, Recipient shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Company is unable to obtain a protective order or other appropriate remedy, or if it so directs Recipient, Recipient shall furnish only that portion of the Confidential Information that Recipient is advised by written opinion of its counsel is legally required to be furnished and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

8. Recipient shall be liable to Company and Franchisee for any and all damage, loss, losses, costs and expenses, including reasonable attorneys' fees, caused by the willful or negligent use or disclosure of any Confidential Information in violation of this Agreement.

9. Recipient acknowledges that any violation of this Agreement by Recipient will cause irreparable harm for which no adequate remedy at law may be available. Accordingly, Recipient consents to the issuance of an injunction to prevent or to halt any such violation. Recipient also agrees the Company and Franchisee may each avail themselves of any other rights and remedies which they may have under this Agreement or otherwise. Further, any claim that Recipient may have against Company or Franchisee, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of the confidentiality provisions in this Agreement.

10. Recipient acknowledges and agrees that Company and Franchisee are intended third-party beneficiaries of this Agreement and that they each are independently entitled to enforce any provision of this Agreement.

11. If any part of this Agreement is held invalid by a court or agency, the rest of this Agreement shall remain enforceable, and the part held invalid shall be enforceable to the extent found reasonable by the court or agency.

12. This Agreement contains the entire agreement between Recipient, the Company, and the Franchisee concerning confidentiality and related matters. This Agreement may be modified only by mutual agreement of the parties executed in writing.

13. Recipient understands and agrees that this Agreement is not an employment agreement of any kind.

14. The interpretation and enforcement of this Agreement shall be governed by the laws of the State/Commonwealth of ____________________________.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

RECIPIENT:

____

If Recipient is an entity:

By: ______________________________
Name: ______________________________
Title: ______________________________

COMPANY:

HERTZ SYSTEM, INC.

By: ______________________________
Name: ______________________________
Title: ______________________________

FRANCHISEE:

____

By: ______________________________
Name: ______________________________
Title: ______________________________

Exhibit B-3

Confidentiality and Non-Competition Agreement
(Officers, Directors and Managers of Operating Entity)

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(Officers, Directors and Managers of Operating Entity)

THIS CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (this "**Agreement**") is entered into on _______________, 20__ (the **"Effective Date"**), by and between Hertz System, Inc., a Delaware corporation with its principal place of business at 8501 Williams Road, Estero, Florida 33928 (the "**Company**"), _________________________, an individual whose address is _____________________________ (the "**Franchisee**") and _________________ as an officer, director or manager (the "Recipient") of ___________________, a(n) limited liability company/corporation/partnership., with its principal place of business at _____________________________ (the "**Operating Entity**"). All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Franchise Agreement.

RECITALS

A. The Company, as a result of a significant expenditure of time, skill, effort, and money, has developed and owns a proprietary system ("**System**") for the business of renting cars without drivers ("**Hertz Business**") and has the exclusive right to grant franchises to use the System to operate Hertz Businesses;

B. Company and Franchisee have executed a Hertz System Car Rental Franchise Agreement (the "**Franchise Agreement**") granting Franchisee the right to conduct and operate a Hertz Business at

____.

C. Franchisee and Operating Entity have entered into an Assignment Agreement through which the operating rights under the Franchise Agreement have been assigned to Operating Entity, while Franchisee also is, and will continue to be, fully and directly responsible to Company for the performance of all obligations, duties and liabilities under the Franchise Agreement.

D. Recipient, by virtue of his or her position with Operating Entity, will gain access to certain of Company's Confidential Information, as defined herein, and must agree therefore to be bound by the confidentiality and non-compete obligations contained herein; and

E. The Company is willing to have Operating Entity disclose such Confidential Information to Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Operating Entity's providing such Confidential Information to Recipient, the parties agree as follows:

CONFIDENTIALITY

1. For purposes of this Agreement, "**Confidential Information**" means any and all information, knowledge, or know-how (including, but not limited to, data, reports, analyses, compilations, studies, customer information, financial information, marketing, ideas, concepts, business plans, proposals, operating manuals, bulletins, records and other materials) relating to the Company (and its affiliates), the System, and the Hertz Business which may be communicated to Recipient prior to, on, or after the Effective Date of this Agreement, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, demonstration, or by other means. The foregoing list of Confidential Information is illustrative only and does not necessarily include all matters considered confidential by the Company.

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2. Recipient shall use the Confidential Information disclosed to it solely for the purpose of fulfillment of Recipient's responsibilities on behalf of Operating Entity. Recipient may share the Confidential Information only with Operating Entity, and with other employees and agents of Operating Entity that, in the reasonable judgment of Recipient, need to know such Confidential Information for the purpose of fulfillment of their responsibilities on behalf of Operating Entity, are informed of the confidential nature of the Confidential Information, and agree to be bound by the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any such employee or agent. Moreover, Recipient shall take all reasonably necessary measures to restrain such employees or agents from unauthorized disclosure or use of the Confidential Information.

3. Recipient acknowledges that the Confidential Information disclosed to Recipient under this Agreement may be deemed to be material non-public information under applicable securities laws and regulations and therefore shall not be disclosed by Recipient to any other person or legal entity other than as expressly permitted by this Agreement, and Recipient agrees not to use or disclose such Confidential Information for the benefit of Recipient or any other person or legal entity in connection with the purchase or sale of the equity or debt securities of the Company's affiliates.

4. Recipient shall not, at any time, without the prior written consent of the Company: (i) copy, duplicate, record, or otherwise reproduce any Confidential Information; (ii) store such Confidential Information in a computer retrieval or data storage device; or (iii) use any Confidential Information for the benefit of Recipient or any other person or legal entity.

5. Recipient acknowledges that all Confidential Information is, and shall treat all Confidential Information as, the property of the Company, and upon the Company's request promptly shall: (i) return to the Company all documents containing such Confidential Information, including, without limitation, any and all copies thereof (regardless of whether such copies were permitted under this Agreement); and (ii) erase or destroy any of such Confidential Information contained in the computers or data storage devices under the control of Recipient (regardless of whether placement on such computers or data storage devices was permitted under this Agreement) and such destruction shall, if requested, be certified in writing to the Company by Operating Entity or a person supervising such destruction.

6. This Agreement imposes no obligation upon Recipient with respect to information that: (i) was in Recipient's possession before receipt from the Company; (ii) is or becomes publicly known without breach by Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is disclosed by the Company to a third party without a duty of confidentiality on the third party; (v) is independently developed by Recipient without the use of the Confidential Information; or (vi) is disclosed by Recipient with the Company's prior written approval.

7. In the event that Recipient becomes legally compelled to disclose any Confidential Information, Recipient shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Company is unable to obtain a protective order or other appropriate remedy, or if it so directs Recipient, Recipient shall furnish only that portion of the Confidential Information that Recipient is advised by written opinion of its counsel is legally required to be furnished and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

8. Recipient shall be liable to Company, Franchisee and Operating Entity for any and all damage, loss, losses, costs and expenses, including reasonable attorneys' fees, caused by the willful or negligent use or disclosure of any Confidential Information in violation of this Agreement.

NON-COMPETITION

9. In-Term Non-Compete. During the term of this Agreement, Recipient shall not, directly or indirectly, for Recipient's own or others' benefit, alone, or in conjunction with any other person or entity: (1) own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, agree to sell or sell all or substantially all of Recipient's interest in the assets of the Hertz Business, or have any interest in, whether financial or otherwise, any other Vehicle Rental Business, except under license from Company or its affiliates, (2) divert or attempt to divert any actual or prospective business or customer of the Hertz Business, or of any other Hertz Business, to any competitor, by direct or indirect inducement or otherwise; or (3) employ or seek to employ any person who is at the time employed by Company, Operating Entity, or by any other franchisee of a Hertz Business, or otherwise directly or indirectly seek to induce such person to leave his or her employment.

10. Post-Term Non-Compete. For a period of twelve (12) months after the date of termination or expiration of the Franchise Agreement for any reason, or the date on which Recipient ceases to be an officer, director or manager of Operating Entity, whichever is later, Recipient shall not directly or indirectly, for Recipient or for any other person or entity, alone or through or on behalf of others:

(a) Employ or seek to employ any person who is at that time employed by Company, Franchisee, Operating Entity or any other franchisee of a Hertz Business, or otherwise directly or indirectly seek to induce such person to leave his or her employment; or

(b) Own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, agree to sell or sell all or substantially all of Recipient's interest in the assets of the Hertz Business to, or have any other interest in, whether financial or otherwise, any Vehicle Rental Business, except under license from Company or its affiliates:

(i) Within the Territory (as defined in the Franchise Agreement);

(ii) Within one hundred (100) miles of the border of the Territory;

(iii) Within the territory of any other franchisee of a Hertz Business;

(iv) Within a ten (10) mile radius of the border of the territory of any other franchisee of a Hertz Business; or

(v) Within a ten (10) miles radius of any Hertz Business operated by Company or any affiliate of Company.

MISCELLANEOUS

11. Recipient acknowledges that any violation of this Agreement by Recipient will cause irreparable harm for which no adequate remedy at law may be available. Accordingly, Recipient consents to the issuance of an injunction to prevent or to halt any such violation. Recipient also agrees that Company, Franchisee and Operating Entity may each avail themselves of any other rights and remedies which they may have under this Agreement or otherwise. Further, any claim that Recipient may have against Company, Franchisee or Operating Entity, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of the confidentiality and non-competition provisions in this Agreement.

12. Recipient acknowledges and agrees that Company, Franchisee and Operating Entity are intended third-party beneficiaries of this Agreement and that they each are independently entitled to enforce any provision of this Agreement.

13. If any part of this Agreement is held invalid by a court or agency, the rest of this Agreement shall remain enforceable, and the part held invalid shall be enforceable to the extent found reasonable by the court or agency.

14. This Agreement contains the entire agreement between Recipient, Company, Franchisee and Operating Entity concerning confidentiality and non-competition, and related matters. This Agreement may be modified only by mutual agreement of the parties executed in writing.

15. Recipient understands and agrees that this Agreement is not an employment agreement of any kind.

16. The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Company's then-current headquarters is located (currently, Florida), except that if any provision of this Agreement would not be enforceable under the laws of the state in which Company's current headquarters is located and the Hertz Business is located outside of that state, then that provision shall be interpreted and construed under the laws of the state in which the Hertz Business is located.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

RECIPIENT:

____
Individually

COMPANY:

HERTZ SYSTEM, INC.

By: __________________________
Name: ________________________
Title: _________________________

OPERATING ENTITY:

By: __________________________
Name: ________________________
Title: _________________________

FRANCHISEE:

____
Individually

Printed Name: ____________________

Exhibit C

Multiple Brand Franchising Addendum for New Franchisees

[FOR NEW FRANCHISEES]

**MULTIPLE-BRAND FRANCHISING ADDENDUM
TO HERTZ SYSTEM, INC., DOLLAR RENT A CAR, INC.
AND THRIFTY RENT-A-CAR SYSTEM, LLC FRANCHISE AGREEMENTS**

This Multiple-Brand Franchising Addendum (the "**Addendum**") is made and entered into this ____ day of ___________, 20___ (the "**Effective Date**"), by and between ***[Select Hertz, Dollar and/or Thrifty, as applicable]*** [Hertz System, Inc. ("**Hertz**"), Dollar Rent A Car, Inc. ("**Dollar**"), Thrifty Rent-A-Car System, LLC ("**Thrifty**")] and ______________________ ("**Franchisee**") and ____________________, an individual ("**Owner**") (all referred to collectively as the "**Parties**").

All capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to such terms in the applicable Franchise Agreement.

RECITALS

[Select Applicable Alternative(s)]

[Alternative 1, if applicable]

[WHEREAS, of even date herewith, Hertz and Franchisee have entered into a Hertz System Car Rental Franchise Agreement, with all attachments thereto (the "**Hertz Franchise Agreement**"), for the operation of a Hertz Business in the Area of Responsibility described in that agreement;]

[Alternative 2, if applicable]

[WHEREAS, of even date herewith, Dollar and Franchisee have entered into a Dollar Rent A Car, Inc. Franchise Agreement, with all attachments thereto (the "**Dollar Franchise Agreement**"), for the operation of a Dollar Business in the Franchised Territory described in Attachment A to that agreement;]

[Alternative 3, if applicable]

[WHEREAS, of even date herewith, Thrifty and Franchisee have entered into a Thrifty Rent-A-Car System, LLC Franchise Agreement, with all attachments thereto (the "**Thrifty Franchise Agreement**"), for the operation of a Thrifty Business in the Franchised Territory described in Attachment A to that agreement;]

WHEREAS, [the Hertz Franchise Agreement, the Dollar Franchise Agreement and the Thrifty Franchise Agreement] are collectively referred to as the "**Franchise Agreements**";

[Select Hertz, Dollar and/or Thrifty, as applicable, for remainder of agreement]

WHEREAS, [Hertz, Dollar, Thrifty] and Franchisee desire to set forth certain terms and conditions for the multiple-brand operation of [a Hertz Business, a Dollar Business and a Thrifty Business] by Franchisee.

NOW, THEREFORE, the Parties to this Addendum, in consideration of each and every undertaking and commitment of each to the other set forth herein, the sufficiency of which is hereby acknowledged, mutually agree as follows:

TERMS

1. Defined Terms.

For purposes of this Addendum, the defined terms in the Franchise Agreements shall have the same meaning in this Addendum, unless specifically defined otherwise herein.

2. Territory.

The geographic territory to which this Addendum applies shall be [the Area of Responsibility set forth in the Hertz Franchise Agreement, the Franchised Territory set forth in the Dollar Franchise Agreement and the Franchised Territory set forth in the Thrifty Franchise Agreement].

3. Term.

The term of this Addendum shall be co-terminus with the terms of the Franchise Agreements.

4. Fees.

Franchisee shall pay all fees, charges, costs, expenses and other amounts required under the Franchise Agreements and the applicable Operations Guides and Manuals.

5. Advertising.

Franchisee is prohibited from and shall not use [the Hertz trademark and other proprietary marks (the "**Hertz Marks**"), the Dollar Marks and the Thrifty Marks] together, or in any combination, at any time in any form of advertising, promotion or marketing activities in any medium or in any paper or electronic directories, except as specifically authorized in the applicable Operations Guides or the Manuals, or otherwise in writing by [Hertz, Dollar and Thrifty].

6. Multiple-Branding.

Franchisee is prohibited from and shall not use [the Hertz Marks, the Dollar Marks and the Thrifty Marks] together, or in any combination, at any time in the operation of [the Hertz Business, the Dollar Business and the Thrifty Business] ("**Multiple-Branding**"), unless specifically authorized herein, in the applicable Operations Guides or Manuals, or otherwise in writing by [Hertz, Dollar and Thrifty]. [Hertz, Dollar and Thrifty], in their sole discretion, shall determine whether the Franchisee has violated this Section. Any part or operation of [the Hertz Business, the Dollar Business or the Thrifty Business] that is or would be visible to a customer shall be specifically branded or identified using [the Hertz Marks, the Dollar Marks or the Thrifty Marks] in accordance with the applicable [Hertz Franchise Agreement, Dollar Franchise

Agreement or Thrifty Franchise Agreement] and the applicable Operations Guides or Manuals. Unless otherwise authorized by [Hertz, Dollar and Thrifty], Franchisee shall not operate [the Hertz Business, the Dollar Business and the Thrifty Business], or any combination of them, from the same building in any off-airport location. Without limiting this Section 6, unless otherwise authorized by [Hertz, Dollar and Thrifty], Franchisee shall comply with the following requirements:

A. All facilities that service customers in any manner shall be branded separately and pursuant to the applicable Franchise Agreement, and shall comply with all requirements of [the Manuals for displaying the Hertz Marks and the Operations Guide for displaying the Dollar Marks or the Thrifty Marks];

B. Franchisee shall maintain separate [Hertz, Dollar and Thrifty] rental counters in any area where there may be contact with customers or the public, so that it is clear to the public that [the Hertz Business, the Dollar Business and the Thrifty Business] are separate and distinct businesses;

C. Franchisee shall maintain separate [Hertz, Dollar and Thrifty] telephone numbers and lines and answer such telephone lines with the applicable [Hertz, Dollar or Thrifty] announcement;

D. Franchisee shall maintain separate [Hertz, Dollar and Thrifty] buses;

E. Franchisee shall not share counter employees at [the Hertz, Dollar and Thrifty] counters at the same time; and

F. Franchisee shall not have common or neutral customer employee uniforms or nametags for [the Hertz Business, Dollar Business and Thrifty Business].

7. Confidentiality.

Franchisee is prohibited from and shall not, without the prior written consent of [Hertz, Dollar and Thrifty], share confidential and proprietary information of [the Hertz System, the Dollar System and the Thrifty System] among or between [the Hertz Business, the Dollar Business and the Thrifty Business], and shall use confidential and proprietary information of [the Hertz System (including, without limitation, the Manuals and other operational directives) only in the operation of the Hertz Business, confidential and proprietary information of the Dollar System (including, without limitation, the Operations Guides and other operational directives) only in the operation of the Dollar Business and confidential and proprietary information of the Thrifty System (including, without limitation, the Operations Guides and other operational directives) only in the operation of the Thrifty Business].

8. Termination.

The termination provisions and post termination provisions set forth in the Franchise Agreements shall remain in full force and effect; provided, however, that the following shall be in addition to the terms and conditions set forth therein:

A. The Franchise Agreements shall be cross-defaulted, such that an event of default under one shall constitute an event of default under the other giving [Hertz the right to terminate the Hertz Franchise Agreement in the event of a default under the Dollar or Thrifty Franchise Agreements or this Addendum, Dollar the right to terminate the Dollar Franchise Agreement in the event of a default under the Hertz or Thrifty Franchise Agreements or this Addendum, and Thrifty the right to terminate the Thrifty Franchise Agreement in the event of a default under the Hertz or Dollar Franchise Agreements or this Addendum];

B. Subject to the terms of this Addendum, in the event Franchisee gives notice to terminate the [Hertz, Dollar or Thrifty Franchise Agreements], [Hertz, Dollar or Thrifty], as applicable, shall have the right to terminate the remaining Franchise Agreements on the same date and at the same time as the Franchise Agreement terminated by the Franchisee; and

C. The following shall constitute additional events of default, in addition to the events of default listed in the Franchise Agreements, and shall result in automatic termination of the Franchise Agreements upon written notice by [Hertz, Dollar or Thrifty], unless otherwise specified: (i) any action, operation, business practice or business use whereby [the Hertz Marks, the Dollar Marks or the Thrifty Marks] are used in any manner together, or in any combination, in violation of the Franchise Agreements, the Operations Guides, the Manuals and/or this Addendum, which is not cured to the satisfaction of [Hertz, Dollar and Thrifty] in their sole discretion within twenty (20) days of receipt of written notice; (ii) any advertising, marketing or promotion whereby [the Hertz Marks, the Dollar Marks or the Thrifty Marks] are used together, or in any combination, in violation of the Franchise Agreements, the Operations Guides, the Manuals and/or this Addendum, which is not cured to the satisfaction of [Hertz, Dollar and

Thrifty] in their sole discretion within twenty (20) days of receipt of written notice; (iii) any transfer, sale or other disposition of one or more of the Franchise Agreements without the express written consent of [Hertz, Dollar and Thrifty]; and (iv) any failure to comply with any provision of this Addendum, which is not cured to the satisfaction of [Hertz, Dollar and Thrifty] in their sole discretion within twenty (20) days of receipt of written notice.

9. Cross-Collateral.

[The Hertz Franchise Agreement, the Dollar Franchise Agreement, the Thrifty Franchise Agreement] and the Addendum shall be and are hereby cross-collateralized and cross-guaranteed, such that any and all collateral and guarantees securing obligations under one shall be collateral and guarantees securing and guaranteeing any and all of the obligations of the Franchisee under the others.

10. Unilateral Change.

Franchisee shall comply with all terms, conditions and agreements relating to operational requirements set forth in the Franchise Agreements, the Operations Guides and the Manuals. These standards will be published in the applicable Operations Guides and Manuals by [Hertz, Dollar and Thrifty]. **[Hertz, Dollar and Thrifty] shall have the right to unilaterally modify or change the Operations Guides and Manuals and any operating requirements related to the multiple-brand franchise granted herein at any time in order to change operating procedures, maintain the goodwill associated with [the Hertz Marks, the Dollar Marks and Thrifty Marks], meet customer satisfaction demands and/or meet competition.** Without limiting the foregoing, [Hertz, Thrifty and Dollar] shall have the right, in their sole discretion,

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during the term of the Franchise Agreements and this Addendum, to limit Franchisee's access to proprietary and confidential information of other [Hertz, Dollar or Thrifty] franchisees, including, without limitation, attendance at [Hertz, Thrifty or Dollar] franchisee meetings.

11. Compliance with Franchise Agreements.

Franchisee shall comply with all terms, conditions, covenants and agreements set forth in the Franchise Agreements, the Operations Guides and the Manuals, unless specifically modified or amended by this Addendum.

12. General Terms.

A. Franchisee acknowledges that it has received, read and understood this Addendum; that [Hertz, Dollar and Thrifty] have adequately explained the provisions of the Addendum to Franchisee's satisfaction; and that Franchisee has been accorded ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Addendum.

B. This Addendum, including the recitals above, contains the entire agreement between the Parties hereto with respect to the Parties' agreement to amend the Franchise Agreements. This Addendum supersedes all prior understandings and writings regarding the subject matters specified in this Addendum, and may be amended only in writing, signed by all Parties. Except to the extent specified in this Addendum, all other provisions of the Franchise Agreements, including any agreements, addenda and amendments with respect thereto, shall remain in full force and effect according to their terms, and shall apply, as applicable, to this Addendum.

C. The obligations in the Franchise Agreements and this Addendum, which, by their terms, require performance after the expiration or termination of the Franchise Agreements or this Addendum, shall be enforceable notwithstanding the expiration or termination of the Franchise Agreements or this Addendum for any reason whatsoever.

D. Under no circumstances shall Franchisee or Owner be entitled to receive the benefits under the Franchise Agreements or this Addendum or any other agreement with [Hertz, Dollar or Thrifty] or their Affiliates unless Franchisee and Owner continue to comply with all of their obligations under all such agreements.

E. This Addendum may be signed in counterparts and shall become effective upon its execution by all of the Parties, but its effective date shall be the date first above-written.

IN WITNESS WHEREOF, the Parties have entered into this Addendum on the date and year first written above.

(Signatures Appear on Next Page)

[Select Applicable Signatories]

[HERTZ SYSTEM, INC.

By:_________________________________
Print Name:
Title:
Date:

DOLLAR RENT A CAR, INC.

By:_________________________________
Printed Name:
Title:
Date:

THRIFTY RENT-A-CAR SYSTEM, LLC

By:_________________________________
Printed Name:
Title:
Date:]

FRANCHISEE

____

By:_________________________________
Printed Name:
Title:
Date:

OWNER, an individual

____

Exhibit D

Multiple Brand Franchising Addendum for Existing Franchisees

[FOR EXISTING FRANCHISEES]

**MULTIPLE-BRAND FRANCHISING ADDENDUM
TO HERTZ SYSTEM, INC., DOLLAR RENT A CAR, INC.
AND THRIFTY RENT-A-CAR SYSTEM, LLC FRANCHISE AGREEMENTS**

This Multiple-Brand Franchising Addendum (the "**Addendum**") is made and entered into this ____ day of ______________, 20____ (the "**Effective Date**"), by and between ***[Select Hertz, Dollar and/or Thrifty, as applicable]*** [Hertz System, Inc. ("**Hertz**"), Dollar Rent A Car, Inc. ("**Dollar**"), Thrifty Rent-A-Car System, LLC ("**Thrifty**")] and ______________________ ("**Franchisee**") and ____________________, an individual ("**Owner**") (all referred to collectively as the "**Parties**").

All capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to such terms in the applicable Franchise Agreement.

RECITALS

[Select Applicable Alternative(s) for Existing Franchise Agreement(s)]

[Alternative 1, if applicable]

[WHEREAS, Hertz and Franchisee are parties to a Hertz System Car Rental Franchise Agreement, with all attachments thereto, dated _______________ (the "**Hertz Franchise Agreement**") for the for the operation of a Hertz Business in the Area of Responsibility described in that agreement;]

[***Alternative 2, if applicable***]

[WHEREAS, Dollar and Franchisee are parties to a Dollar Rent A Car, Inc. Franchise Agreement, with all attachments thereto, dated _______________ (the "**Dollar Franchise Agreement**"), for the for the operation of a Dollar Business in the Franchised Territory described in Attachment A to that agreement;]

[Alternative 3, if applicable]

[WHEREAS, Thrifty and Franchisee are parties to a Thrifty Rent-A-Car System, LLC Franchise Agreement, with all attachments thereto, dated ______________ (the "**Thrifty Franchise Agreement**"), for the for the operation of a Thrifty Business in the Franchised Territory described in Attachment A to that agreement;]

[Select Applicable Alternative(s) for New Franchise Agreement(s)]

[Alternative 1, if applicable]

[WHEREAS, of even date herewith, Hertz and Franchisee have entered into a Hertz System Car Rental Franchise Agreement, with all attachments thereto (the "**Hertz Franchise Agreement**"), for the operation of a Hertz Business in the Area of Responsibility described in that agreement;]

[Alternative 2, if applicable]

[WHEREAS, of even date herewith, Dollar and Franchisee have entered into a Dollar Rent A Car, Inc. Franchise Agreement, with all attachments thereto (the "**Dollar Franchise Agreement**"), for the operation of a Dollar Business in the territory described in Attachment A to that agreement;]

[Alternative 3, if applicable]

[WHEREAS, of even date herewith, Thrifty and Franchisee have entered into a Thrifty Rent-A-Car System, Inc. Franchise Agreement, with all attachments thereto (the "**Thrifty Franchise Agreement**"), for the operation of a Thrifty Business in the territory described in Attachment A to that agreement];

WHEREAS, [the Hertz Franchise Agreement, the Dollar Franchise Agreement and the Thrifty Franchise Agreement] are collectively referred to as the "**Franchise Agreements**";

[Select Hertz, Dollar and/or Thrifty, as applicable, for remainder of agreement]

WHEREAS, [Hertz, Dollar, Thrifty] and Franchisee desire to set forth certain terms and conditions for the multiple-brand operation of [a Hertz Business, a Dollar Business and a Thrifty Business] by Franchisee.

NOW, THEREFORE, the Parties to this Addendum, in consideration of each and every undertaking and commitment of each to the other set forth herein, the sufficiency of which is hereby acknowledged, mutually agree as follows:

TERMS

1. Defined Terms.

For purposes of this Addendum, the defined terms in the Franchise Agreements shall have the same meaning in this Addendum, unless specifically defined otherwise herein.

2. Territory.

The geographic territory to which this Addendum applies shall be [the Area of Responsibility set forth in the Hertz Franchise Agreement, the Franchised Territory set forth in the Dollar Franchise Agreement and the Franchised Territory set forth in the Thrifty Franchise Agreement].

3. Term.

The term of this Addendum shall be co-terminus with the terms of the Franchise Agreements.

4. Fees.

Franchisee shall pay all fees, charges, costs, expenses and other amounts required under the Franchise Agreements and the applicable Operations Guides and Manuals.

5. Advertising.

Franchisee is prohibited from and shall not use [the Hertz trademark and other proprietary marks (the "**Hertz Marks**"), the Dollar Marks and the Thrifty Marks] together, or in any combination, at any time in any form of advertising, promotion or marketing activities in any medium or in any paper or electronic directories, except as specifically authorized in the applicable Operations Guides or the Manuals, or otherwise in writing by [Hertz, Dollar and Thrifty].

6. Multiple-Branding.

Franchisee is prohibited from and shall not use [the Hertz Marks, the Dollar Marks and the Thrifty Marks] together, or in any combination, at any time in the operation of [the Hertz Business, the Dollar Business and the Thrifty Business] ("**Multiple-Branding**"), unless specifically authorized herein, in the applicable Operations Guides or Manuals, or otherwise in writing by [Hertz, Dollar and Thrifty]. [Hertz, Dollar and Thrifty], in their sole discretion, shall determine whether the Franchisee has violated this Section. Any part or operation of [the Hertz Business, the Dollar Business or the Thrifty Business] that is or would be visible to a customer shall be specifically branded or identified using [the Hertz Marks, the Dollar Marks or the Thrifty Marks] in accordance with the applicable [Hertz Franchise Agreement, Dollar Franchise Agreement or Thrifty Franchise Agreement] and the applicable Operations Guides or Manuals. Unless otherwise authorized by [Hertz, Dollar and Thrifty], Franchisee shall not operate [the Hertz Business, the Dollar Business and the Thrifty Business], or any combination of them, from the same building in any off-airport location. Without limiting this Section 6, unless otherwise authorized by [Hertz, Dollar and Thrifty], Franchisee shall comply with the following requirements:

A. All facilities that service customers in any manner shall be branded separately and pursuant to the applicable Franchise Agreement, and shall comply with all requirements of [the Manuals for displaying the Hertz Marks and the Operations Guide for displaying the Dollar Marks or the Thrifty Marks];

B. Franchisee shall maintain separate [Hertz, Dollar and Thrifty] rental counters in any area where there may be contact with customers or the public, so that it is clear to the public that [the Hertz Business, the Dollar Business and the Thrifty Business] are separate and distinct businesses;

C. Franchisee shall maintain separate [Hertz, Dollar and Thrifty] telephone numbers and lines and answer such telephone lines with the applicable [Hertz, Dollar or Thrifty] announcement;

D. Franchisee shall maintain separate [Hertz, Dollar and Thrifty] buses;

E. Franchisee shall not share counter employees at [the Hertz, Dollar and Thrifty] counters at the same time; and

F. Franchisee shall not have common or neutral customer employee uniforms or nametags for [the Hertz Business, Dollar Business and Thrifty Business].

7. Confidentiality.

Franchisee is prohibited from and shall not, without the prior written consent of [Hertz, Dollar and Thrifty], share confidential and proprietary information of [the Hertz System, the Dollar System and the Thrifty System] among or between [the Hertz Business, the Dollar Business and the Thrifty Business], and shall use confidential and proprietary information of [the Hertz System (including, without limitation, the Manuals and other operational directives) only in the operation of the Hertz Business, confidential and proprietary information of the Dollar System (including, without limitation, the Operations Guides and other operational directives) only in the operation of the Dollar Business and confidential and proprietary information of the Thrifty System (including, without limitation, the Operations Guides and other operational directives) only in the operation of the Thrifty Business].

8. Termination.

The termination provisions and post termination provisions set forth in the Franchise Agreements shall remain in full force and effect; provided, however, that the following shall be in addition to the terms and conditions set forth therein:

A. The Franchise Agreements shall be cross-defaulted, such that an event of default under one shall constitute an event of default under the other giving [Hertz the right to terminate the Hertz Franchise Agreement in the event of a default under the Dollar or Thrifty Franchise Agreements or this Addendum, Dollar the right to terminate the Dollar Franchise Agreement in the event of a default under the Hertz or Thrifty Franchise Agreements or this Addendum, and Thrifty the right to terminate the Thrifty Franchise

Agreement in the event of a default under the Hertz or Dollar Franchise Agreements or this Addendum];

B. Subject to the terms of this Addendum, in the event Franchisee gives notice to terminate the [Hertz, Dollar or Thrifty Franchise Agreements], [Hertz, Dollar or Thrifty], as applicable, shall have the right to terminate the remaining Franchise Agreements on the same date and at the same time as the Franchise Agreement terminated by the Franchisee; and

C. The following shall constitute additional events of default, in addition to the events of default listed in the Franchise Agreements, and shall result in automatic termination of the Franchise Agreements upon written notice by [Hertz, Dollar or Thrifty], unless otherwise specified: (i) any action, operation, business practice or business use whereby [the Hertz Marks, the Dollar Marks or the Thrifty Marks] are used in any manner together, or in any combination, in violation of the Franchise Agreements, the Operations Guides, the Manuals and/or this Addendum, which is not cured to the satisfaction of [Hertz, Dollar and Thrifty] in their sole discretion within twenty (20) days of receipt of written notice; (ii) any advertising, marketing or promotion whereby [the Hertz Marks, the Dollar Marks or the Thrifty Marks] are used together, or in any combination, in violation of the Franchise Agreements, the Operations Guides, the Manuals and/or this Addendum, which is not cured to the satisfaction of [Hertz, Dollar and Thrifty] in their sole discretion within twenty (20) days of receipt of written notice; (iii) any transfer, sale or other disposition of one or more of the Franchise Agreements without the express written consent of [Hertz, Dollar and Thrifty]; and (iv) any failure to comply with any provision of this Addendum, which is not cured to the satisfaction of [Hertz, Dollar and Thrifty] in their sole discretion within twenty (20) days of receipt of written notice.

9. Cross-Collateral.

[The Hertz Franchise Agreement, the Dollar Franchise Agreement, the Thrifty Franchise Agreement] and the Addendum shall be and are hereby cross-collateralized and cross-guaranteed, such that any and all collateral and guarantees securing obligations under one shall be collateral and guarantees securing and guaranteeing any and all of the obligations of the Franchisee under the others.

10. Unilateral Change.

Franchisee shall comply with all terms, conditions and agreements relating to operational requirements set forth in the Franchise Agreements, the Operations Guides and the Manuals. These standards will be published in the applicable Operations Guides and Manuals by [Hertz, Dollar and Thrifty]. **[Hertz, Dollar and Thrifty] shall have the right to unilaterally modify or change the Operations Guides and Manuals and any operating requirements related to the multiple-brand franchise granted herein at any time in order to change operating procedures, maintain the goodwill associated with [the Hertz Marks, the Dollar Marks and Thrifty Marks], meet customer satisfaction demands and/or meet competition.** Without limiting the foregoing, [Hertz, Thrifty and Dollar] shall have the right, in their sole discretion, during the term of the Franchise Agreements and this Addendum, to limit Franchisee's access to proprietary and confidential information of other [Hertz, Dollar or Thrifty] franchisees, including, without limitation, attendance at [Hertz, Thrifty or Dollar] franchisee meetings.

11. Compliance with Franchise Agreements.

Franchisee shall comply with all terms, conditions, covenants and agreements set forth in the Franchise Agreements, the Operations Guides and the Manuals, unless specifically modified or amended by this Addendum.

12. General Terms.

A. Franchisee acknowledges that it has received, read and understood this Addendum; that [Hertz, Dollar and Thrifty] have adequately explained the provisions of the Addendum to Franchisee's satisfaction; and that Franchisee has been accorded ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Addendum.

B. This Addendum, including the recitals above, contains the entire agreement between the Parties hereto with respect to the Parties' agreement to amend the Franchise Agreements. This Addendum supersedes all prior understandings and writings regarding the subject matters specified in this Addendum, and may be amended only in writing, signed by all Parties. Except to the extent specified in this Addendum, all other provisions of the Franchise Agreements, including any agreements, addenda and amendments with respect thereto, shall remain in full force and effect according to their terms, and shall apply, as applicable, to this Addendum.

C. The obligations in the Franchise Agreements and this Addendum, which, by their terms, require performance after the expiration or termination of the Franchise Agreements or this Addendum, shall be enforceable notwithstanding the expiration or termination of the Franchise Agreements or this Addendum for any reason whatsoever.

D. Under no circumstances shall Franchisee or Owner be entitled to receive the benefits under the Franchise Agreements or this Addendum or any other agreement with [Hertz, Dollar or Thrifty] or their Affiliates unless Franchisee and Owner continue to comply with all of their obligations under all such agreements.

E. This Addendum may be signed in counterparts and shall become effective upon its execution by all of the Parties, but its effective date shall be the date first above-written.

IN WITNESS WHEREOF, the Parties have entered into this Addendum on the date and year first written above.

(Signatures Appear on Next Page)

[Select Applicable Signatories]

[HERTZ SYSTEM, INC.

By:______________________________
Print Name:
Title:
Date:

DOLLAR RENT A CAR, INC.

By:______________________________
Printed Name:
Title:
Date:

THRIFTY RENT-A-CAR SYSTEM, LLC

By:______________________________
Printed Name:
Title:
Date:]

FRANCHISEE

____

By:______________________________
Printed Name:
Title:
Date:

OWNER, an individual

____

Exhibit E

Franchisee Rate Management Support – Master Services Agreement and Addenda:

Exhibit E-1 Franchisee Rate Management Support – Master Services Agreement

FRANCHISEE RATE MANAGEMENT SUPPORT
MASTER SERVICES AGREEMENT

THIS FRANCHISEE RATE MANAGEMENT SUPPORT MASTER SERVICES AGREEMENT (together with all Service Level Addenda attached hereto, the "**Agreement**") is entered into as of [____________], 20[__] (the "**Effective Date**") between The Hertz Corporation, a Delaware corporation ("**Provider**"), and [IF AN ENTITY:[**entity name**], a [state of organization] [partnership/limited liability company/corporation]]/[IF AN INDIVIDUAL: **name**] ("**Recipient**"). All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the applicable Franchise Agreement.

W I T N E S S E T H:

WHEREAS, Recipient (or the owner(s) of Recipient) and certain affiliate(s) of Provider are parties to one or more franchise agreements pursuant to which Recipient (or the owner(s) of Recipient) has been granted a franchise to operate a Vehicle Rental Business(es) using, as applicable, the Hertz, Dollar and/or Thrifty trademarks and systems within a specified territory (each, a "**Franchise Agreement**");

WHEREAS, Recipient has requested that Provider provide certain rate management support services in connection with Recipient's Vehicle Rental Businesses; and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which Provider agrees to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Rate Management Support Services.** During the term of this Agreement, Provider shall provide those rate management support services set forth in the service level addenda attached hereto (collectively, the "**Service Level Addenda**") relating to the franchisee's Vehicle Rental Businesses at the locations set forth in such Service Level Addenda (collectively, the "**Services**"), on the terms and conditions set forth herein and in the Service Level Addenda (which are incorporated into this Agreement by reference).

2. **Commencement of Services**. The Services contemplated by any particular Service Level Addendum shall commence on the date set forth in such Service Level Addendum.

3. **Designated Representative of Recipient**. In addition to any information required from Recipient pursuant to any Service Level Addendum, Recipient shall designate in writing the name of one officer or employee of Recipient who shall be authorized to make all decisions on behalf of Recipient in connection with the Services. Such individual is referred to herein as the "**Designated Representative**." Recipient shall also designate in writing the name of one alternate officer or employee of Recipient who shall be authorized to act in lieu of the

Designated Representative. Recipient shall use its best efforts to cause either the Designated Representative or alternate contact person to be available at all times that Services are being performed. Provider shall be permitted to rely entirely on the guidance and decisions of such persons as the authorized acts of Recipient. The initial Designated Representative and alternate Designated Representative are identified on the signature page hereto. Recipient may change the Designated Representative or alternate Designated Representative upon prior written notice to Provider.

4. **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate upon the expiration or earlier termination of all Service Level Addenda.

5. **Termination Without Cause.**

(a) Recipient has the right to terminate any Service Level Addendum without cause by providing thirty (30) days advance written notice to the Provider and paying together with such notice the Liquidated Damages Amount with respect to such Service Level Addendum. The "**Liquidated Damages Amount**" for any Service Level Addendum shall be an amount equal to (i) if the effective date of the termination is prior to the ninetieth (90^{th}) day after the Commencement Date set forth in such Service Level Addendum, fifty percent (50%) of the remaining minimum fees that would have been payable pursuant to such Service Level Addendum from the effective date of the termination until such 90^{th} day, or (ii) if the effective date of the termination is on or after the ninetieth (90th) day after the Commencement Date set forth in such Service Level Addendum, thirty-five percent (35%) of the remaining minimum fees that would have been payable pursuant to such Service Level Addendum during the then-current term thereof.

(b) Provider has the right to terminate any Service Level Addendum without cause by providing thirty (30) days' advance written notice to the Recipient.

6. **Termination Upon Default**. If an "Event of Default" (as defined below) shall occur, then the party not in default may, by giving written notice of termination to the defaulting party, immediately terminate any Service Level Addendum or all Service Level Addenda. The occurrence of any of the following shall constitute an "**Event of Default**":

(i) the material or repeated failure by a party to perform any of its duties or obligations under this Agreement or any Service Level Addendum after notice and reasonable opportunity to cure;

(ii) the failure by Recipient to make any payment within ten (10) days following the required payment date pursuant to **Section 7**;

(iii) any default by Recipient or any guarantor of the obligations of Recipient under any other agreement with Provider or its affiliates including, without limitation, any Franchise Agreement; or

(iv) the occurrence of any of the following events: (a) the other party becomes insolvent or admits its inability to pay its debts generally as they come due; (b) any sheriff, marshal, custodian, trustee or receiver is appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of the other party's property; (c) a case is filed by the other party under the Bankruptcy Code or any other insolvency law; (d) a case is filed against the other party without such party's application or consent under the Bankruptcy Code or any other insolvency law and such case continues undismissed for thirty (30) days; (e) the other party makes a general assignment for the benefit of creditors; or (f) the other party is dissolved or liquidated or takes any corporate action for such purpose.

If any Service Level Addendum is terminated as a result of any Event of Default by Recipient, Provider shall be entitled to collect immediately: (a) all accrued but unpaid fees payable by Recipient as of the date of termination pursuant to such Service Level Addendum, and (b) the Liquidated Damages Amount described in **Section 5(a)** above with respect to such Service Level Addendum.

7. **Fees**. During the term of this Agreement, Recipient shall pay to Provider the fees set forth in all Service Level Addenda. Such fees shall be paid monthly, and any fees allocable to a month shall be due on or before the tenth (10^{th}) day of the immediately succeeding month. Provider may change the fees payable by Recipient pursuant to any Service Level Addendum upon forty-five (45) days' prior notice to Recipient; provided, that Recipient will have the right following such notice of a fee increase to terminate such Service Level Addendum without the Liquidated Damages Amount contemplated by **Section 5** by delivering written notice of such termination to Provider no later than thirty (30) days prior to the effective date of any fee increase in such Service Level Addendum.

8. **Delegation; Recipients of Rate Management Support Services; Combined Resources.** By executing this Agreement, Recipient hereby acknowledges and agrees:

(a) Provider shall have the right to delegate its performance of any obligation hereunder (including, without limitation, the provision of any Services) to an affiliate or a third party designated by Provider to perform its obligations hereunder.

(b) Provider and its affiliates operate, and franchise others to operate, Vehicle Rental Businesses under the Hertz, Thrifty, Dollar and Firefly brands, and may in the future operate, and franchise others to operate, Vehicle Rental Businesses under other brands, which business may or may not be located in the specific territories covered by the franchise agreements referenced above or with respect to which Services are performed hereunder.

(c) Provider or its affiliates or any delegate contemplated by **Section 8(a)** may, simultaneously perform the same, similar or different rate management support services that are the same as, similar to, or different from the Services for or on behalf of any of the company-owned, company-operated or franchised businesses contemplated in **Section 8(b)** or for or on behalf of businesses owned or operated by third parties, any of which businesses may be competitive with the Recipient's businesses (collectively, "**Competing Businesses**").

(d) Provider or its affiliates or any delegate contemplated by **Section 8(a)** shall have the right to perform any such rate management support services on a combined basis (including, without limitation, utilizing the same or shared facilities, equipment, software and personnel) or in conjunction with the performance of the same, similar or different rate management support services for or on behalf of Competing Businesses.

(e) Provider shall have the right, in its sole discretion, to allocate costs, personnel and other resources among any combined programs.

9. **Disclaimer of Warranties; No Assurances; Waiver of Claims.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR THE ACHIEVEMENT OF ANY PARTICULAR GOALS OR PERFORMANCE STANDARDS. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING AND SHALL NOT BE LIABLE TO RECIPIENT, OR ANY SHAREHOLDER, MEMBER, PARTNER, DIRECTOR, OFFICER OR EMPLOYEE OF RECIPIENT, FOR OR BY REASON OF THE STAFF, ANY ANALYST OR THE SERVICES, INCLUDING BUT NOT LIMITED TO: (I) ANY RECOMMENDATIONS, REPORTS OR OTHER INFORMATION PROVIDED TO RECIPIENT, OR ANY OTHER ACT OR FAILURE TO ACT BY PROVIDER, OR (II) ANY ADVERSE EFFECTS ON RECIPIENT OR RECIPIENT'S BUSINESS, OPERATIONS OR CONDITION, FINANCIAL OR OTHERWISE, AS A RESULT OF THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RECIPIENT ACKNOWLEDGES AND AGREES THAT ANY RECOMMENDATIONS, REPORTS OR OTHER INFORMATION TO BE PROVIDED TO IT HEREUNDER MAY BE SUBJECT TO SUBSTANTIAL UNCERTAINTIES AND MAY NOT ACHIEVE THE RESULTS ANTICIPATED BY RECIPIENT. RECIPIENT REMAINS FREE TO ACCEPT, MODIFY OR REJECT ANY RECOMMENDATION, REPORT OR OTHER INFORMATION PROVIDED BY PROVIDER IN PERFORMANCE OF THE SERVICES. RECIPIENT SHALL BE SOLELY RESPONSIBLE FOR ITS ACTIONS, INCLUDING BUT NOT LIMITED TO THE DEVELOPMENT OF ANY PRICING OR RATE STRATEGY, PRICING OR RATE CHANGES, REGARDLESS OF WHETHER RECIPIENT ACCEPTS, MODIFIES OR REJECTS ANY RECOMMENDATION, REPORT OR OTHER INFORMATION PROVIDED BY PROVIDER. PROVIDER DOES NOT WARRANT THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. RECIPIENT BEARS THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE SERVICES SHOULD THE SERVICES PROVE DEFECTIVE. NO ORAL OR WRITTEN

INFORMATION OR ADVICE GIVEN BY PROVIDER OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

(b) Provider shall take commercially reasonable steps to maintain the confidentiality of information provided by the Recipient pursuant to this Agreement that is not otherwise publicly available or already provided to Provider or its affiliates pursuant to another agreement with Recipient ("**Confidential Information**"). Recipient waives the right to assert any claim against, and covenants not to sue, Provider or its affiliates related to the use of any Confidential Information except any such use resulting from Provider's gross negligence.

10. **Independent Contractors**. The parties do not intend and nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. In performing Services under this Agreement, the parties shall act as independent contractors, and, except as contemplated by the Services, neither party shall have any authority to bind the other party.

11. **Payment of Taxes**. Recipient shall be responsible for payment of all taxes relating to the provision by or on behalf of Provider of the Services pursuant to this Agreement, including any state or local taxes or franchise fees.

12. **Miscellaneous**.

12.1 **Entire Agreement**. This Agreement and all Service Level Addenda attached hereto embody the entire agreement and understanding between the parties and supersedes all prior agreements and understandings whether written or oral between the parties with respect to the subject matter hereof.

12.2 **Amendment**. This Agreement may not be amended or modified in any manner other than by written agreement of the parties hereto signed by a duly authorized representative of each of the parties.

12.3 **Waiver of Compliance**. Any failure of either party to comply with any obligation, agreement or condition herein may be waived by the other party only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12.4 **Binding Effect; Assignment**. This Agreement and each Service Level Addendum will be binding upon and will inure to the benefit of the parties hereto and thereto and their respective successors and assigns, but neither this Agreement nor any Service Level Addendum nor any rights, interests or obligations hereunder or thereunder shall be assigned or delegated by Recipient without the prior written consent of Provider.

12.5 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to Recipient:

[ADDRESS]
Attn: **[NAME]**

If to Provider:

The Hertz Corporation
5310 E. 31st Street
Tulsa OK 74135
Attn: Director, Franchisee Rate Management

12.6 **Severability**. If any term of this Agreement or the application thereof to any party or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

12.7 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state in which our then-current headquarters is located (currently, Florida), regardless of the laws that might otherwise govern under applicable principles of conflicts of law, as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

12.8 **Captions**. The name assigned this Agreement and the section captions herein are for convenience of reference only and shall not affect the interpretation or construction hereof.

12.9 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the delivery of this Agreement, and any other agreements and documents in connection therewith, may be effected by means of an exchange of facsimile signatures or electronic delivery of signature pages, including via e-mail of PDF copies.

12.10 **Dispute Resolution, Jurisdiction, Venue and Waiver of Jury Trial**.

(a) Prior to the initiation of any arbitration proceeding pursuant to

Section 12.10(b), any dispute shall first be discussed in a face-to-face meeting between representatives of Recipient and Provider, each authorized to make binding commitments on behalf of their respective parties. This meeting shall be held in person at Provider's then current headquarters and within thirty (30) days after the date of written notice given by either Provider or Recipient to the other proposing such a meeting, unless Provider and Recipient agree otherwise. Provider and Recipient agree that the written notice proposing such a meeting shall be subject to, and shall be dated prior to the expiration of, the limitation on the period of time in which claims shall be brought under applicable law.

(b) ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE PROVISION OF THE SERVICES MUST BE COMMENCED IN THE APPROPRIATE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WITHIN THE STATE IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA) AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION THE PARTIES MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, RECIPIENT AGREES THAT PROVIDER MAY ENFORCE THIS AGREEMENT AND ANY ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH RECIPIENT IS DOMICILED. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY JUDICIAL ACTION PERMITTED HEREUNDER WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH JUDICIAL ACTION.

12.11. **Limitation of Damages**. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER PARTY OR ITS AFFILIATES AND AGREES THAT, IN THE EVENT OF A DISPUTE, EACH PARTY SHALL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL PROVIDER OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM ANY PERCEIVED OR ACTUAL LOSS OF RENTAL REVENUE, PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE LEVEL ADDENDUM.

12.12. **Force Majeure.** Except for payments due pursuant to this Agreement, neither party shall be liable for delays in performance or failure to perform hereunder caused by acts of God, telecommunications problems, GDS, Reservation and Rate Engine system problems, acts of civil or military authority, embargoes, epidemics, war, terrorism, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, unavoidable and unforeseeable labor strikes or lockouts, acts of governmental agencies or officials, changes in laws, statutes, regulations or ordinances or for any other cause beyond the control of that party. If any such force majeure condition occurs and continues for a period of more than seven (7) days, then Provider shall notify Recipient as to the nature and anticipated extent of the delay or impairment and any monthly fee due for the Services shall be abated on a pro rata basis for each day that the event of force majeure continues.

12.13. **Recipient Indemnity.** Provider shall not be liable for and Recipient shall indemnify and hold harmless Provider, and its parent, subsidiary or affiliated companies, and their officers, directors, shareholders, employees and agents, and its and their successors and assigns, from and against any and all claims, losses, judgments, damages, taxes, levies, causes and causes of action, costs or expenses, including court costs and attorneys' fees, liabilities, debts and obligations, known or unknown, arising from or based upon or incident to the performance of the Services, including any act or failure to act (other than as set forth in **Section 9(b)** above) by Provider.

[signatures on following page]

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

"Provider"

THE HERTZ CORPORATION

By: ___________________________
Name:
Title:

"Recipient"

[DELETE THIS "ENTITY" SIGNATURE BLOCK UNLESS APPLICABLE]

[ENTITY NAME]

By: ___________________________
Name:
Title:

[DELETE THIS "INDIVIDUAL" SIGNATURE BLOCK UNLESS APPLICABLE]

____
[Individual's Name]

* * *

DESIGNATED REPRESENTATIVE: ___________________________

ALTERNATE DESIGNATED REPRESENTATIVE: ___________________________

Exhibit E-2 Rate Management Reporting Software Addendum

SERVICE LEVEL ADDENDUM
TO
FRANCHISEE RATE MANAGEMENT SUPPORT
MASTER SERVICES AGREEMENT

Revenue Management Reporting System Software

This Service Level Addendum is executed pursuant to, and is subject to the terms and conditions contained in, the Franchisee Rate Management Support Master Services Agreement dated as of [________], 20[___] between the undersigned (the "**Master Services Agreement**"). Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Master Services Agreement.

1. Locations for Which Services Will be Provided.

[LIST ALL LOCATIONS BY NAME, ADDRESS, AND LOCATION CODE IF KNOWN]

2. Description of Services to be Provided. Provider grants to Recipient a nonexclusive license to use the internet based software program (the "**Software**") known as the "Revenue Management Reporting System" (the "**RMRS**"), from Recipient's principal places of business ("**Principal Locations**"), and all documentation relating thereto (the "**Documentation**") during the term hereof which authorizes Recipient to (i) use the Software exclusively in conjunction with a compatible web-browser; and (ii) use the Documentation in support of the Software. For purposes of clarity, Recipient shall have no access to information relating to any "Market" (as defined below) not owned by Recipient.

3. Fees. Recipient shall pay to Provider a fee of $100 per month for the first "Market", and $75 per month for each additional "Market" for up to 4 users. Each additional user is $25 per month. For purposes of calculating this fee, a "**Market**" shall consist of an airport location of a particular brand and/or, as applicable, corresponding non-airport locations associated with that same brand and city name.

4. Term and Termination. This Service Level Addendum shall commence on [________], 20[___] (the "**Commencement Date**") for a term ending on the one-year anniversary of the Commencement Date; provided, however, that this Service Level Addendum shall automatically renew on each anniversary of the Commencement Date for an additional term of one year, unless either party notifies the other in writing no less than thirty (30) days prior to the anniversary date of their intention to not renew or this Service Level Addendum is otherwise terminated by either party hereto as provided in the Master Services Agreement. Upon termination of this Service Level Addendum, all access to the RMRS and use of the Software shall terminate, and Recipient shall be required to return to Provider all Documentation related to the Software.

5. Acknowledgments. Recipient acknowledges and agrees:

(a) Recipient has been afforded an opportunity to discuss the Services to be performed hereunder by Provider with representatives of Provider and has received all information reasonably requested by Recipient concerning the Services. However, Recipient acknowledges and confirms that representatives of Provider have not made, and information received from Provider does not contain, any statements, claims or projections concerning results, rental revenue, or profits which may be obtained by Recipient as a result of the performance of the Services by Provider hereunder, or any other statements, projections or claims, except as and to the extent expressly set forth herein and in the Master Services Agreement.

(b) Provider makes no representations or warranties of any kind whatsoever concerning the ability of the Software to achieve any particular goals or performance standards and makes no assurances concerning how the RMRS will impact Recipient's results, rental revenue, or profits. Provider shall not be liable for, and Recipient shall hold Provider harmless from, any perceived or actual loss of rental revenue or profits or other losses that Recipient may seek to attribute to the use of the Software or access to RMRS pursuant to this Service Level Addendum.

(c) The title to and ownership of the Software and Documentation and all portions and copies thereof and all upgrades, enhancements, revisions and modifications thereto are and shall remain at all times the sole and exclusive property of Provider.

(d) Recipient shall not share or disclose the Software or Documentation to others, in whole or in part, without the prior written permission of Provider. Recipient agrees to use its good faith effort to safeguard the confidentiality of the Software and the Documentation, the concept and/or the technology embodied therein. Recipient shall require any employee, consultant or independent third party that may have a need to know such information about the Software and Documentation in connection with work they are performing for Recipient to keep such information confidential.

(e) The Software is designed to be a web-based system. The Internet is the primary method used to access the RMRS. Except for an Internet connection or web-browser, Provider will provide reasonable technical support to Recipient necessary for access to the Software during the term of this Service Level Addendum. Recipient may request such technical support after consulting the RMRS Operating Manual by transmitting a written description of any problems to Provider via email to Andy England, Director, Franchisee Rate Management at andy.england@dtag.com or andy.england@hertz.com, or to such other email address as Provider may designate from time to time. Provider agrees to use reasonable efforts to confirm upon identification by Recipient, in a timely manner, the existence of any error, malfunction or defect. Provider does not represent or warrant the service results or those errors, malfunctions or defects will be corrected.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Service Level Addendum as of the date first above written.

"Provider"

THE HERTZ CORPORATION

By: ___________________________
Name:
Title:

"Recipient"

[DELETE THIS "ENTITY" SIGNATURE BLOCK UNLESS APPLICABLE]

[ENTITY NAME]

By: ___________________________
Name:
Title:

[DELETE THIS "INDIVIDUAL" SIGNATURE BLOCK UNLESS APPLICABLE]

____
[Individual's Name]

Exhibit E-3 Automated Rate Collection Addendum

SERVICE LEVEL ADDENDUM
TO
FRANCHISEE RATE MANAGEMENT SUPPORT
MASTER SERVICES AGREEMENT

Automated Rate Collection

This Service Level Addendum is executed pursuant to, and is subject to the terms and conditions contained in, the Franchisee Rate Management Support Master Services Agreement dated as of [_______], 20[__] between the undersigned (the "**Master Services Agreement**"). Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Master Services Agreement.

1. Locations for Which Services Will be Provided.

[LIST ALL LOCATIONS BY NAME, ADDRESS AND LOCATION CODE IF KNOWN.]

2. Information Required from Recipient.

(a) For each of the locations identified in **Section 1** above (the "**Locations**"), Recipient shall submit a statement in writing of the specific reports requested (the "**Statement**"), using the **New Shopper Request** attached hereto, in order for Provider to have adequate information to perform the Automated Rate Collection Services.

(b) As applicable, Recipient may modify its Statement from time to time by submitting an updated Statement in writing sufficiently in advance of the desired implementation in order to permit Provider to process and implement the modifications.

3. Description of Services to be Provided. Provider shall deliver or caused to be delivered to Recipient the reports specified on the attached **New Shopper Request** in electronic format, outlining certain competitor rates compiled using one or more of the following (as determined by Provider): specific branded sites, online data and/or GDS data.

4. Fees. Recipient shall pay a fee of $.035 per "Shop" for the actual number of Shops within a given month, or $50 per month, whichever is greater. A "**Shop**" is a single pickup and return date/time combination for a single specific airport location or market that results in no more than one hundred (100) competitor / car type results. If more than one hundred (100) competitor / car type results are to be reported, this will result in multiple Shops. The total number of Shops will be equal to the number of competitors multiplied by the number of car types to be reported, divided by one hundred (100), and rounded up to the nearest whole number. For purposes of illustration, if nine (9) competitors and fifteen (15) car types are to be reported, there will be one hundred thirty-five (135) competitor / car type results, and this will result in two (2) Shops.

5. Term. This Service Level Addendum shall commence on [_______], 20[__] (the "**Commencement Date**") for a term ending on the one-year anniversary of the Commencement

Date; provided, however, that this Service Level Addendum shall automatically renew on each anniversary of the Commencement Date for an additional term of one year, unless either party notifies the other in writing no less than thirty (30) days prior to the anniversary date of their intention to not renew or this Service Level Addendum is otherwise terminated by either party hereto as provided in the Master Services Agreement.

6. Acknowledgment. Recipient acknowledges that it has been afforded an opportunity to discuss the Services to be performed hereunder by Provider with representatives of Provider and has received all information reasonably requested by Recipient concerning the Services. However, Recipient acknowledges and confirms that representatives of Provider have not made, and information received from Provider does not contain, any statements, claims or projections concerning results, rental revenue, or profits which may be obtained by Recipient as a result of the performance of the Services by Provider hereunder, or any other statements, projections or claims, except as and to the extent expressly set forth herein and in the Master Services Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Service Level Addendum as of the date first above written.

"Provider"

THE HERTZ CORPORATION

By: ___________________________
Name:
Title:

"Recipient"

[DELETE THIS "ENTITY" SIGNATURE BLOCK UNLESS APPLICABLE]

[ENTITY NAME]

By: ___________________________
Name:
Title:

[DELETE THIS "INDIVIDUAL" SIGNATURE BLOCK UNLESS APPLICABLE]

____
[Individual's Name]

NEW SHOPPER REQUEST

Pickup Location Code: ____________ **Return Location Code:** ____________

Only needed to shop one-way rates

Pickup Days:

- ☐ SUN
- ☐ MON
- ☐ TUES
- ☐ WED
- ☐ THU
- ☐ FRI
- ☐ SAT

 # Days to Shop: ____________ *Example:10 days, 30 days, 60 days*

Dates to Shop: ____________ *Example: 04/01; 07/15; 08/21*

Length of Rent: Select LOR

Pickup Time: Select Time **Return Time:** Select Time

Car Types:

☐ ECAR	☐ CTAR	☐ FFMR	☐ IVAR	☐ MFAR	☐ SDMR
☐ CCAR	☐ CWMR	☐ FPAR	☐ IVMR	☐ MFMN	☐ SFMR
☐ ICAR	☐ EBAR	☐ FPMR	☐ IWMR	☐ MFMR	☐ SPAR
☐ SCAR	☐ EBMR	☐ FRAR	☐ LBMR	☐ MVMR	☐ SPMR
☐ FCAR	☐ ECMN	☐ FVAR	☐ LCMR	☐ PCMR	☐ SSAR
☐ PCAR	☐ ECMR	☐ FVMR	☐ LDAR	☐ PDAR	☐ STAR
☐ LCAR	☐ EDAR	☐ FWAR	☐ LDMR	☐ PDMR	☐ SVAR
☐ IFAR	☐ EDMR	☐ FXAR	☐ LFAR	☐ PFAR	☐ SVMR
☐ SFAR	☐ EFAR	☐ ICMR	☐ LFMR	☐ PFMR	☐ SWAR
☐ MVAR	☐ EFMR	☐ IDAR	☐ LPAR	☐ PJAR	☐ SWMR
☐ CCMR	☐ EWMR	☐ IDMR	☐ LVAR	☐ PPAR	☐ SXAR
☐ CDAR	☐ EXMN	☐ IFMR	☐ LVMR	☐ PVAR	☐ SFAR
☐ CDMN	☐ EXMR	☐ IJAR	☐ MBAR	☐ PVMR	☐ XXAR
☐ CDMR	☐ FCMR	☐ IPAR	☐ MCAR	☐ PWAR	
☐ CFAR	☐ FDAR	☐ IRAR	☐ MCMR	☐ PWMR	
☐ CFMR	☐ FDMR	☐ ISAR	☐ MDAR	☐ SCMR	
☐ CPAR	☐ FFAR	☐ ITAR	☐ MDMR	☐ SDAR	

Companies:

☐ Dollar	☐ Budget	☐ Hotwire
☐ Thrifty	☐ Economy	☐ National
☐ Hertz	☐ Enterprise	☐ NU
☐ Ace	☐ Europecar	☐ Payless
☐ Advantage	☐ E-Z	☐ Rent4Less
☐ Alamo	☐ FireFly	☐ Sixt
☐ Avis	☐ Fox	☐ U-Save

Days of Week to run surveys:

- ☐ SUN
- ☐ MON
- ☐ TUES
- ☐ WED
- ☐ THU
- ☐ FRI
- ☐ SAT

E-mail Addresses to send surveys to:

____

____

____

For Internal Use Only	
Request Date:	
Complete Date:	

Survey Time: Select Time

Exhibit E-4 Automated Rate Recommendation and Placement Addendum

SERVICE LEVEL ADDENDUM
TO
FRANCHISEE RATE MANAGEMENT SUPPORT
MASTER SERVICES AGREEMENT

Automated Rate Recommendation and Placement

This Service Level Addendum is executed pursuant to, and is subject to the terms and conditions contained in, the Franchisee Rate Management Support Master Services Agreement dated as of [_______], 20[__] between the undersigned (the "**Master Services Agreement**"). Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Master Services Agreement.

1. Locations for Which Services Will be Provided.

[LIST ALL LOCATIONS BY NAME, ADDRESS AND LOCATION CODE IF KNOWN]

2. Information Required from Recipient.

(a) For each of the locations identified in **Section 1** above (the "**Locations**"), Recipient shall submit a statement in writing of rate management instructions, strategy parameters and goals (the "**Statement**"), using the **New Shopper Request** and the **Rate Automation Form** attached hereto, in order for Provider to have adequate information to perform the Automated Rate Recommendation and Placement Services.

(b) As applicable, Recipient may modify its Statement from time to time by submitting an updated Statement in writing sufficiently in advance of the desired implementation in order to permit Provider to process and implement the modifications.

3. Description of Services to be Provided.

(a) Provider shall review the Statement and, as necessary, consult with Recipient's "Designated Representative" concerning the matters set forth on the Statement.

(b) Based on such review and discussions, Provider (in conjunction with the Designated Representative) shall establish a rate placement strategy for the Locations.

(c) To implement such strategy, Provider shall establish an automated process which collects rates for competitors in the applicable markets and updates the rates for the Locations on Provider's or its affiliates "rate engine."

4. Fees.

(a) Recipient shall pay a fee of $.0027 per "Rate" for the actual number of Rates generated within a given month. A "Rate" is a single rate identified for a particular competitor brand, for a particular pickup and return date/time combination, for a single specific airport location or market, for a particular car type.

(b) Recipient shall pay a fee of $.007 per "Shop" for the actual number of Shops within a given month. A "**Shop**" is a single pickup and return date/time combination for a single specific airport location or market that results in no more than one hundred (100) competitor / car type results. If more than one hundred (100) competitor / car type results are to be reported, this will result in multiple Shops. The total number of Shops will be equal to the number of competitors multiplied by the number of car types to be reported, divided by one hundred (100), and rounded up to the nearest whole number. For purposes of illustration, if nine (9) competitors and fifteen (15) car types are to be reported, there will be one hundred thirty-five (135) competitor / car type results, and this will result in two (2) Shops.

(c) In no event shall the monthly fees paid pursuant to this Service Level Addendum be less than Seventy Five Dollars ($75).

5. Term. This Service Level Addendum shall commence on [_______], 20[__] (the "**Commencement Date**") for a term ending on the one-year anniversary of the Commencement Date; provided, however, that this Service Level Addendum shall automatically renew on each anniversary of the Commencement Date for an additional term of one year, unless either party notifies the other in writing no less than thirty (30) days prior to the anniversary date of their intention to not renew or this Service Level Addendum is otherwise terminated by either party hereto as provided in the Master Service Agreement.

6. Acknowledgment. Recipient acknowledges that it has been afforded an opportunity to discuss the Services to be performed hereunder by Provider with representatives of Provider and has received all information reasonably requested by Recipient concerning the Services. However, Recipient acknowledges and confirms that representatives of Provider have not made, and information received from Provider does not contain, any statements, claims or projections concerning results, rental revenue, or profits which may be obtained by Recipient as a result of the performance of the Services by Provider hereunder, or any other statements, projections or claims, except as and to the extent expressly set forth herein and in the Master Services Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Service Level Addendum as of the date first above written.

"Provider"

THE HERTZ CORPORATION

By: ________________________

Name:
Title:

"Recipient"

[DELETE THIS "ENTITY" SIGNATURE BLOCK UNLESS APPLICABLE]

[ENTITY NAME]

By: ________________________

Name:
Title:

[DELETE THIS "INDIVIDUAL" SIGNATURE BLOCK UNLESS APPLICABLE]

____

[Individual's Name]

NEW SHOPPER REQUEST

Pickup Location Code: ________ **Return Location Code:** ________

Only needed to shop one-way rates

Pickup Days:

- ☐ SUN ☐ THU
- ☐ MON ☐ FRI
- ☐ TUES ☐ SAT
- ☐ WED

 # Days to Shop: ________ *Example: 10 days, 30 days, 60 days*

Dates to Shop: ________ *Example: 04/01, 07/15, 08/21*

Length of Rent: Select LOR

Pickup Time: Select Time **Return Time:** Select Time

Car Types:

☐ ECAR	☐ CTAR	☐ FFMR	☐ IVAR	☐ MFAR	☐ SDMR
☐ CCAR	☐ CWMR	☐ FPAR	☐ IVMR	☐ MFMN	☐ SFMR
☐ ICAR	☐ EBAR	☐ FPMR	☐ IWMR	☐ MFMR	☐ SPAR
☐ SCAR	☐ EBMR	☐ FRAR	☐ LBMR	☐ MVMR	☐ SPMR
☐ FCAR	☐ ECMN	☐ FVAR	☐ LCMR	☐ PCMR	☐ SSAR
☐ PCAR	☐ ECMR	☐ FVMR	☐ LDAR	☐ PDAR	☐ STAR
☐ LCAR	☐ EDAR	☐ FWAR	☐ LDMR	☐ PDMR	☐ SVAR
☐ IFAR	☐ EDMR	☐ FXAR	☐ LFAR	☐ PFAR	☐ SVMR
☐ SFAR	☐ EFAR	☐ ICMR	☐ LFMR	☐ PFMR	☐ SWAR
☐ MVAR	☐ EFMR	☐ IDAR	☐ LPAR	☐ PJAR	☐ SWMR
☐ CCMR	☐ EWMR	☐ IDMR	☐ LVAR	☐ PPAR	☐ SXAR
☐ CDAR	☐ EXMN	☐ IFMR	☐ LVMR	☐ PVAR	☐ SFAR
☐ CDMN	☐ EXMR	☐ IJAR	☐ MBAR	☐ PVMR	☐ XXAR
☐ CDMR	☐ FCMR	☐ IPAR	☐ MCAR	☐ PWAR	
☐ CFAR	☐ FDAR	☐ IRAR	☐ MCMR	☐ PWMR	
☐ CFMR	☐ FDMR	☐ ISAR	☐ MDAR	☐ SCMR	
☐ CPAR	☐ FFAR	☐ ITAR	☐ MDMR	☐ SDAR	

Companies:

☐ Dollar	☐ Budget	☐ Hotwire
☐ Thrifty	☐ Economy	☐ National
☐ Hertz	☐ Enterprise	☐ NU
☐ Ace	☐ Europecar	☐ Payless
☐ Advantage	☐ E-Z	☐ Rent4Less
☐ Alamo	☐ FireFly	☐ Sixt
☐ Avis	☐ Fox	☐ U-Save

Days of Week to run surveys:

- ☐ SUN ☐ THU
- ☐ MON ☐ FRI
- ☐ TUES ☐ SAT
- ☐ WED

E-mail Addresses to send surveys to:

For Internal Use Only	
Request Date:	
Complete Date:	

Survey Time: Select Time

RATE AUTOMATION FORM

Pickup Location Code: ☐

Competitive Companies (who do you want to compete with):

☐ Dollar	☐ Budget	☐ Hotwire
☐ Thrifty	☐ Economy	☐ National
☐ Hertz	☐ Enterprise	☐ NU
☐ Ace	☐ Europecar	☐ Payless
☐ Advantage	☐ E-Z	☐ Rent4Less
☐ Alamo	☐ FireFly	☐ Sixt
☐ Avis	☐ Fox	☐ U-Save

 # Days to Shop: *Example:10 days, 30 days, 60 days*

____

Lengths of Rent: *Example:1 day, 3 day, 7 day*

____

Car Types:

☐ ECAR	☐ CTAR	☐ FFMR	☐ IVAR	☐ MFAR	☐ SDMR
☐ CCAR	☐ CWMR	☐ FPAR	☐ IVMR	☐ MFMN	☐ SFMR
☐ ICAR	☐ EBAR	☐ FPMR	☐ IWMR	☐ MFMR	☐ SPAR
☐ SCAR	☐ EBMR	☐ FRAR	☐ LBMR	☐ MVMR	☐ SPMR
☐ FCAR	☐ ECMN	☐ FVAR	☐ LCMR	☐ PCMR	☐ SSAR
☐ PCAR	☐ ECMR	☐ FVMR	☐ LDAR	☐ PDAR	☐ STAR
☐ LCAR	☐ EDAR	☐ FWAR	☐ LDMR	☐ PDMR	☐ SVAR
☐ IFAR	☐ EDMR	☐ FXAR	☐ LFAR	☐ PFAR	☐ SVMR
☐ SFAR	☐ EFAR	☐ ICMR	☐ LFMR	☐ PFMR	☐ SWAR
☐ MVAR	☐ EFMR	☐ IDAR	☐ LPAR	☐ PJAR	☐ SWMR
☐ CCMR	☐ EWMR	☐ IDMR	☐ LVAR	☐ PPAR	☐ SXAR
☐ CDAR	☐ EXMN	☐ IFMR	☐ LVMR	☐ PVAR	☐ SFAR
☐ CDMN	☐ EXMR	☐ IJAR	☐ MBAR	☐ PVMR	☐ XXAR
☐ CDMR	☐ FCMR	☐ IPAR	☐ MCAR	☐ PWAR	
☐ CFAR	☐ FDAR	☐ IRAR	☐ MCMR	☐ PWMR	
☐ CFMR	☐ FDMR	☐ ISAR	☐ MDAR	☐ SCMR	
☐ CPAR	☐ FFAR	☐ ITAR	☐ MDMR	☐ SDAR	

Action:

Examples: *Please set my rate to match Enterprise or Set my rate $1 below lowest competitor*

For Internal Use Only	
Request Date:	
Complete Date:	

Exhibit E-5 Full Analyst Support Addendum

SERVICE LEVEL ADDENDUM TO FRANCHISEE RATE MANAGEMENT SUPPORT MASTER SERVICES AGREEMENT

Full Analyst Support

This Service Level Addendum is executed pursuant to, and is subject to the terms and conditions contained in, the Franchisee Rate Management Support Master Services Agreement dated as of [_______], 20[__] between the undersigned (the "**Master Services Agreement**"). Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Master Services Agreement.

1. Locations for Which Services Will be Provided.

[LIST ALL LOCATIONS BY ADDRESS AND LOCATION CODE IF KNOWN]

2. Information Required from Recipient.

(a) For each of the locations identified in **Section 1** above (the "**Locations**"), Recipient shall submit a statement in writing of rate management instructions, parameters, goals, and other requested information (the "**Statement**"), using the **Location Information Questionnaire** attached hereto, in order for Provider to have adequate means and information to perform the Full Analyst Support Services.

(b) The Statement shall also set forth the parameters within which the Analyst may act without Recipient's prior authorization, including, without limitation, rate changes, blocks or unblocks, minimum rates, general rate positioning with competitors, and rate positioning for fleet utilization during peak and low periods, as well as requested general utilization levels to consider yielding based on market conditions.

(c) As applicable, Recipient may modify its Statement from time to time by submitting an updated Statement in writing sufficiently in advance of the desired implementation in order to permit the Analyst to process and implement the modifications.

(d) Recipient shall provide to the Analyst remote access to Recipient's location counter automation systems.

(e) Recipient shall provide to the Analyst regular and timely access to the Recipient's fleet plans, local reservation activity, monthly performance data, and other information that is relevant to the execution of the Services.

3. Description of Services to be Provided.

(a) Provider shall assign a primary analyst to provide the Services to Recipient (the

"**Analyst**"). The Analyst shall review the Statement and, as necessary, consult with the Recipient's "Designated Representative" concerning the matters set forth on the Questionnaire.

(b) Based on such review and discussions, the Analyst shall establish a rate strategy for the Locations.

(c) To implement such strategy, the Analyst shall monitor Recipient's reservation builds and rates daily, Monday through Friday, excluding holidays, and make rate changes and place or remove inventory blocks as needed consistent with the established rate strategy, within previously defined parameters.

(d) The Analyst shall communicate regularly with Recipient's Designated Representative regarding rate changes made, local activities and fleet availability.

(e) The Analyst shall survey rates of competitors of Recipient as needed daily, Monday through Friday, excluding holidays.

(f) The Analyst shall not make changes to reservation builds or rates that are not consistent with the established rate strategy or within the previously defined parameters as set forth pursuant to **Section 2** above, without the express authorization of the Designated Representative. Weekend or holiday coverage shall not be provided by the Analyst except through special arrangements made a reasonable period in advance with Provider.

4. Fees. During the term of this Agreement, Recipient shall pay to Provider monthly fees as follows: [INSERT FEE FOR EACH MARKET][1]. Provider shall notify Recipient in writing of any increase in the monthly fees to be applicable upon a renewal of this Service Level Addendum at least forty-five (45) days prior to the end of the then-current term of this Service Level Addendum. If Recipient does not exercise its right not to renew this Service Level Addendum as contemplated by **Section 5** below, the monthly fee for the succeeding term shall be as set forth in the written notice from Provider.

5. Term. This Service Level Addendum shall commence on [INSERT DATE] (the "**Commencement Date**") for a term ending on the one-year anniversary of the Commencement Date; provided, however, that this Service Level Addendum shall automatically renew on each anniversary of the Commencement Date for an additional term of one year, unless either party notifies the other in writing no less than thirty (30) days prior to the anniversary date of their intention to not renew or this Service Level Addendum is otherwise terminated by either party hereto as provided in the Master Services Agreement.

6. Acknowledgment. Recipient acknowledges that it has been afforded with an opportunity to discuss the Services to be performed hereunder by Provider with representatives of Provider

[1] The fee is expected to range from $400 to $4,000 per market, per month. A market analysis will be conducted for your market to determine an exact per month base fee as it applies to your market, or markets. Factors to be considered in determining a monthly fee include, without limitation, the following: number of competitors within the market, frequency of changes by competitors within the market, number of car types required to manage within the market, number of competitive rate shops as well as automated rate updates required, number of rate segments to manage, such as retail pay on arrival, retail prepay, association, government, prepay tour, prepay opaque and any other rate segments that may require our management.

and has received all information reasonably requested by Recipient concerning the Services. However, Recipient acknowledges and confirms that representatives of Provider have not made, and information received from Provider does not contain, any statements, claims or projections concerning results, rental revenue, or profits which may be obtained by Recipient as a result of the performance of the Services by Provider hereunder, or any other statements, projections or claims, except as and to the extent expressly set forth herein and in the Master Services Agreement.

7. Status of Analyst. The Analyst shall be an employee of Provider and shall perform the Services from locations designated by Provider. Recipient shall not be, and shall have no right or duties as, an employer with respect to Analyst. Provider may replace the Analyst at any time and from time to time, either temporarily or on a permanent basis, and any such replacement analyst shall be considered the "Analyst" as defined herein. If Recipient becomes dissatisfied with the performance of the Analyst, Recipient may submit a written request to Provider that the Analyst be removed or reassigned. However, Provider shall not be obligated to do so, and all decisions as to the removal, replacement or reassignment of the Analyst shall be in Provider's sole discretion.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Service Level Addendum as of the date first above written.

"Provider"

THE HERTZ CORPORATION

By: ___________________________
Name:
Title:

"Recipient"

[DELETE THIS "ENTITY" SIGNATURE BLOCK UNLESS APPLICABLE]

[ENTITY NAME]

By: ___________________________
Name:
Title:

[DELETE THIS "INDIVIDUAL" SIGNATURE BLOCK UNLESS APPLICABLE]

____
[Individual's Name]

LOCATION INFORMATION QUESTIONNAIRE

(location name)

SURVEY QUESTIONS

LOCATION INFORMATION

City Name:

Contacts:

Name: Title:
Franchisee / Contact:
Mobile #: +
Telephone #: +
Fax #: +
Email address:

Physical location of counter: ____

____

____

____

Is there a shuttle: YES NO ____

____

How far will the customer travel to get the vehicle? ______________________

____

____

DAILY FLEET / UTILITY

Counter system used, if any?

____

If available, will the analyst have access to it for running utility and availability reports?

____

DEMOGRAPHICS

Average renter's age? ______________________________

Are underage drivers allowed? ______________________________

____

Does your customer base lean toward business or leisure (tourist) travels? ______________

____

____

What are your heavy leisure (tourist) renter days? ______________________________

____

____

Do you do any local marketing or promotions? ______________________________

____

____

COMPETITORS

Which competitors are in your area? ______________________________

____

____

Which of the company's listed above are your direct / main competitors, or the competitor you watch most often?

____

____

____

____

FLEET

Total fleet number the Analyst will be working with ______________.

Are there additional vehicles in your fleet that are not listed below? If so, please add to the list below.

VEH. MATRIX	NO. IN FLEET
ECMR	
CCMR	
ICMR	
FCMR	
LCMR	
CFMR	

STRATEGY

What would the normal positioning of rates have been in the past? (i.e. lowest, under the lowest, third from top, etc?) Has this positioning worked in the past? Please include minimums by car class and plan (daily, weekly, etc.) below which you do not want to price. Also include generally acceptable conditions as when to block (offsell) and typical utilization when yielding rates may be considered based on market conditions.

____

____

____

____

____

____

____

____

WHAT ARE YOUR GOALS FOR BUSINESS FROM NORTH AMERICA?

Increase utilization, RPU, RPD, or total revenue? ______________________________

Other changes wanted? ______________________________

HOLIDAYS / UPCOMING EVENTS / PEAK TIMES

MARCH ______________________________

____

____

APRIL ______________________________

____

____

MAY ______________________________

____

____

JUNE ______________________________

____

____

JULY ______________________________

____

____

AUGUST ______________________________

____

____

SEPTEMBER ______________________________

____

____

OCTOBER ______________________________

____

____

NOVEMBER

DECEMBER

JANUARY

FEBRUARY

ANY ADDITIONAL LOCATION INFORMATION/NOTES/SUGGESTIONS

Exhibit H

List of Current and Former Franchisees

List of Current Franchisees

Hertz Locations:

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
AK	SEWARD	MR. THOMAS C. TOUGAS	ALASKA TRANSPORTATION CO. LLC	SEWARD HLE	600 PORT AVE	9072244378
AL	ATHENS	MR. T.E. DOBBS	DECATUR TRANSIT, INC.	ATHENS HLE	22980 HIGHWAY 72 EAST SUITE A	2562621840
AL	DECATUR	MR. T.E. DOBBS	DECATUR TRANSIT, INC.	DECATUR DOWNTOWN HLE	2410 BELTLINE ROAD	2563539110
AL	DOTHAN	MR. B.J. FULLER	CONSOLIDATED AUTO RENTAL SVCS, INC.	MUNICIPAL AIRPORT	800 AIRPORT DRIVE STE.13	3349834514
AL	DOTHAN	MR. B.J. FULLER	CONSOLIDATED AUTO RENTAL SVCS, INC	DOTHAN HLE	4123 ROSS CLARK CIRCLE	3346733556
AL	ENTERPRISE	MR. B.J. FULLER	CONSOLIDATED AUTO RENTAL SVCS, INC.	ENTERPRISE HLE	1257 RUCKER BLVD	3343473223
AL	FLORENCE	MR. T.E. DOBBS	DECATUR TRANSIT, INC.	FLORENCE DT HLE	875 COX CREEK PARKWAY	2567640881
AL	FORT RUCKER, HLE	MR. B.J. FULLER	CONSOLIDATED AUTO RENTAL SVCS, INC.	FORT RUCKER	9214 HUTTON PLAZA	3345981931
AL	HUNTSVILLE	MR VINCE WASIK	EAGLE AUTOMOTIVE	HUNTSVILLE INT'L AP	1000 GLENN HEARN BLVD	2567729331
AL	HUNTSVILLE	MR VINCE WASIK	EAGLE AUTOMOTIVE	HUNTSVILLE SOUTH HLE	2223 MEMORIAL PKWY S.W.	2565512744
AL	MADISON	MR. T.E. DOBBS	DECATUR TRANSIT, INC.	MADISON BOULEVARD HLE	9091 MADISON BLVD	2567727166
AL	MUSCLE SHOALS	MR VINCE WASIK	EAGLE AUTOMOTIVE	MUSCLE SHOALS	1729 ED CAMPBELL DR	2567640881
AR	BENTONVILLE	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	BENTONVILLE HLE	507 SW 14TH STREET	4792546886
AR	BENTONVILLE	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	MCLARTY DANEIL LODGE HLE	2201 SE MOBERLY	4793218593
AR	BENTONVILLE	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	MCLARTY FORD HLE	2609 S WALTON BLVD	4794186753
AR	BENTONVILLE AP	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	NW ARKANSAS REGIONAL AP	1 AIRPORT BLVD SUITE 106	4792050388
AR	BENTONVILLE AP	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	REGIONAL JET CENTER	12344 TOWER DRIVE	4792050388
AR	BENTONVILLE AP	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	SUMMIT AVIATION BENTONVI	24400 SW AVIATION STREET	4792540817
AR	BRYANT	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	BRYANT HLE	411 ROYA LANE	5018473333
AR	CONWAY	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	CONWAY HLE	808 NORTH CREEK DRIVE	5012058628
AR	FAYETTEVILLE	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	FAYETTEVILLE HLE	2145 CREEK VIEW DR,STE A	4794446862
AR	FAYETTEVILLE	MR. CARL D. CORLEY	CARCO CARRIAGE CORP	FAYETTEVILLE COLLISION	1400 W TRANSPORT ROAD	4794446862

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
AR	FAYETTEVILLE	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	DRAKE FIELD	4500 S. SCHOOL AVENUE	4794446862
AR	FORT SMITH	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	FT. SMITH HLE	6709 S. 28TH STREET	4796490961
AR	FORT SMITH	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	TAC AIR	5300 AIRPORT BLVD BLDG 7	4796490961
AR	FT. SMITH	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	REGIONAL AIRPORT	6700 MCKENNON BLVD, SUITE 114	4794844448
AR	FT. SMITH	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	FT. SMITH	2810 MIDLAND BLVD	4797831722
AR	HARRISON	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	BOONE COUNTY AP HLE	2524 AIRPORT ROAD	8707431432
AR	HOT SPRINGS	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	MEMORIAL FIELD HLE	525 AIRPORT RD	5016237591
AR	JONESBORO	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	ARKANSAS AIRCRAFT HLE	3901 LYNDBERG DR SUITE C	8709320221
AR	JONESBORO	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	STADIUM AUTO BODY	2500 KING ST	8709324091
AR	LITTLE ROCK	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	LITTLE ROCK NATIONAL AP	ONE AIRPORT DRIVE	5013757307
AR	LITTLE ROCK	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	TAC-AIR	2201 BOND AVENUE	5013757307
AR	LITTLE ROCK	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	LITTLE ROCK HLE	10500 W. MARKHAM, STE 109	5014925530
AR	LITTLE ROCK	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	LANDERS CHRYSLER HLE	401 COLONEL GLENN PLAZA LOOP	5017860380
AR	SEARCY	MR. CARL D. CORLEY	CARCO CARRIAGE CORP	SEARCY HLE	2200 DODGE STREET	5013053224
AR	SHERWOOD	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	NORTH LITTLE ROCK HLE	5500 STARITA DRIVE	5018339380
AR	SILOAM SPRINGS	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	SILOAM SPRINGS	1024 SOUTH WASHINGTON	4795493662
AR	SPRINGDALE	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	SUMMIT AVIATION	802 AIRPORT ROAD	4797514462
AR	TEXARKANA	MR. CARL D. CORLEY	CARCO CARRIAGE CORP.	MUNICIPAL AP HLE	309 AIRPORT DRIVE	8707731192
AZ	NOGALES	MRS. NORMA A. CASTILLO	HERTZ SYSTEM MEMBER	NOGALES INT'L AP	11 ACCESS WAY	5202872012
AZ	NOGALES	MRS. NORMA A. CASTILLO	HERTZ SYSTEM MEMBER	NOGALES DOWNTOWN	1012 N. GRAND AVE STE 1	5202872012
CA	BISHOP	MR. TOM G. CAGE	MAMMOTH CAR RENTAL LLC	BISHOP AIRPORT	703 AIRPORT ROAD	7608722272
CA	MAMMOTH LAKES	MR. TOM G. CAGE	MAMMOTH CAR RENTAL LLC	MAMMOTH KITTREDGE SPORTS	3218 MAIN ST	7609347004
CA	MAMMOTH LAKES	MR. TOM G. CAGE	MAMMOTH CAR RENTAL LLC	MAMMOTH LAKES AIRPORT	1200 AIRPORT DRIVE	7609342271
CA	REDDING	MR. RANDY J. DENHAM	S.J. DENHAM, INC.	REDDING MUNC	6751 WOODRUM CIRCLE	5302214620
CA	REDDING	MR. RANDY J. DENHAM	S.J. DENHAM, INC.	REDDING HLE	773 N MARKET ST	5302412257
CA	SAN LUIS OBISPO	MR. DAVID DOODY	SLOCAL, INC.	SAN LUIS OBISPO AP	901.5 AIRPORT DRIVE STE.12	8057813383

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
CA	SAN LUIS OBISPO	MR. DAVID DOODY	SLOCAL, INC.	SAN LUIS JET CENTER ACI	945 AIRPORT DRIVE	8057813383
CA	SAN LUIS OBISPO	MR. DAVID DOODY	SLOCAL, INC.	HERTZ RENT A CAR	4554 BROAD STREET SUITE #130	8057813385
GA	ALBANY	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	MUNICIPAL AP	3905 NEWTOWN ROAD	2294351751
GA	ALBANY	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	EAGLES OF AMERICA	3905 NEWTON ROAD	8648790854
GA	ATHENS	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	BEN EPPS AP	1020 BEN EPPS DR.	7065435984
GA	ATHENS	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	BEN EPPS FLIGHT CENTER	1010 BEN EPPS DRIVE	7065435984
GA	ATHENS	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	ATHENS CHEVROLET HLE	4110 ATLANTA HIGHWAY	7063530411
GA	BRUNSWICK	MR. DAVID N. BENJAMIN	RENTAL KARZ, LLC	BRUNSWICK JETPORT	295 AVIATION PKWY SUITE 203	9122653645
GA	BRUNSWICK	MR. DAVID N. BENJAMIN	RENTAL KARZ, LLC	GULFSTREAM AIRCRAFT	550 CONNOLE STREET	9122653645
GA	BRUNSWICK	MR. DAVID N. BENJAMIN	RENTAL KARZ, LLC	COMMUNITY ROAD HLE	3726 COMMUNITY ROAD	9122892779
GA	GREENSBORO	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	RITZ CARLTON LODGE	1 LAKE OCONEE TRAIL	7064670600
GA	GREENSBORO	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	GREENE COUNTY AP HLE	2550 UNION POINT HIGHWAY	7064539440
GA	JEKYLL ISLAND	DAVID BENJAMIN	RENTAL KARZ LLC	JEKYLL ISLAND	500 RIVERVIEW DRIVE	9122653645
GA	MADISON	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	CLASSIC COLLISION	1011 COMMERCE DRIVE	7067521100
GA	SEA ISLAND	DAVID BENJAMIN	RENTAL KARZ LLC	SEA ISLAND	SEA ISLAND AREA	9126382522
GA	ST MARY'S	DAVID BENJAMIN	RENTAL KARZ LLC	ROYAL AUTO SERVICE	319 CHARLIE SMITH'S SR HWY	9125762886
GA	ST. SIMONS ISLAND	DAVID BENJAMIN SR.	RENTAL KARZ LLC	MCKINNON AIRPORT	1759 DEMERE RD SUITE #207	9126382522
GA	ST. SIMONS ISLAND	DAVID BENJAMIN SR.	RENTAL KARZ LLC	GOLDEN ISLES AVIATION	125 AIRPORT ROAD	9126382522
GA	WINDER	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	ROMAN AIR	840 RONALD WOOD DR.	7065438426
GA	WINDER	MR. RICHARD E. SINDA	R.E.S. ENTERPRISES, INC.	AKINS COLLISION HLE	220 W MAY ST	6789753041
ID	BOISE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	BOISE AIR TERMINAL	3201 AIRPORT WAY	2083833100
ID	BOISE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	JACKSON JET CENTER	3815 RICKENBACKER STREET	2083833100
ID	BOISE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	WESTERN AIRCRAFT	4444 W. AERONICA STREET	2083833100
ID	BOISE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	TURBO AIR	4000 S. ORCHARD STREET	2083833100

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
ID	BOISE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	CON AGRA AIR	4000 S. ORCHARD STREET	2083833101
ID	BOISE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	CONYAN AVIATION INC	4888 WEST AERONCA	2083833100
ID	BOISE	JERRY H PETERSEN	OVERLAND WEST, INC.	BOISE HLE	2039 AIRPORT WAY	2083830300
ID	DRIGGS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	TETON AVIATION	253 WARBIRD LANE	2083543100
ID	HAILEY SUN VALLEY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	HAILEY HLE	1220 AIRPORT WAY SUITE B	2087884548
ID	HAILEY SUN VALLEY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	ATLANTIC AVIATION	2230 AVIATION DRIVE	2087884548
ID	HAYDEN LAKE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	RESORT AVIATION JET	11101 AIRPORT DRIVE	2087723731
ID	IDAHO FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	FANNING FIELD AP HLE	2140 N. SKYLINE	2085293101
ID	IDAHO FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	AEROMARK	1940 INTERNATIONAL WAY	2085293101
ID	LEWISTON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	LEWISTON NEZ-PERCE CO AP	406 BURRELL	2087460411
ID	LEWISTON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	STOUT AVIATION	406 BURRELL	2087460411
ID	POCATELLO	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	POCATELLO HLE	2935 GARRETT WAY POCATELLO	2082332970
ID	POCATELLO	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	THE AV CENTER	1483 FLIGHTLINE	2082342141
ID	SANDPOINT	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	GRANITE AVIATION	1101 AIRPORT WAY	2082639102
KS	DODGE CITY	SHAWN AUDRAIN	REGENCY AUTO GROUP	DODGE CITY MUNICIPAL AP	100 AIRPORT ROAD	6202254001
KS	DODGE CITY	SHAWN AUDRAIN	REGENCY AUTO GROUP	CROTTS FBO	102 AIRPORT RD	6202766884
KS	GARDEN CITY	SHAWN AUDRAIN	REGENCY AUTO GROUP	GARDEN CITY MUN AP	2225 S. AIR SERVICE DRIVE	6202766884
KS	GARDEN CITY	SHAWN AUDRAIN	REGENCY AUTO GROUP	GARDEN CITY DOWNTOWN	1719 EAST FULTON STREET	6202766884
KS	GARDEN CITY	SHAWN AUDRAIN	REGENCY AUTO GROUP	SAKER FBO	2145 S. AIR SERVICE RD	6202726884
KS	LIBERAL	SHAWN AUDRAIN	REGENCY AUTO GROUP	LIBERAL MUNICIPAL AP	720 TERMINAL ROAD	6202767301
KS	LIBERAL	SHAWN AUDRAIN	REGENCY AUTO GROUP	LYDDON FBO	757 TERMINAL AVE	6202766884
KS	TOPEKA	VINCE WASIK	EAGLE AUTOMOTIVE	MILLION AIR	FORBES FIELD BLDG 613	7852674468
KS	TOPEKA	VINCE WASIK	EAGLE AUTOMOTIVE	TOPEKA HLE	313 S KANSAS AVENUE	7852674468
KS	TOPEKA	VINCE WASIK	EAGLE AUTOMOTIVE	TOPEKA - STATE OF	400 SW VAN BUREN	7854085680

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
				KANSAS		
KY	MAYFIELD	EDWARD NAROZNIAK	PADUCAH RENT A CAR INC.	MAYFIELD HLE	84 KEYSTONE DR	2702479000
KY	MURRAY	EDWARD NAROZNIAK	PADUCAH RENT A CAR INC.	MURRAY HLE	516 SOUTH 12TH STREET	2707537712
KY	PADUCAH	MR. EDWARD C. NAROZNIAK, JR.	PADUCAH RENT A CAR, INC.	BARKLEY REGIONAL AP	2901 FISHER ROAD	2707446000
KY	PADUCAH	MR. EDWARD C. NAROZNIAK, JR.	PADUCAH RENT A CAR, INC.	MIDWEST AVIATION	200 HARDY ROBERTS DRIVE	2707446000
KY	PADUCAH	MR. EDWARD C. NAROZNIAK, JR.	PADUCAH RENT A CAR, INC.	HERTZ FISHER ROAD HLE	2701 FISHER ROAD	2707446000
LA	MONROE	MR. W.D. HARDY, JR.	BILL HARDY'S, INC.	MONROE REGIONAL AP	5400 OPERATIONS RD STE.102	3183238805
LA	MONROE	MR. W.D. HARDY, JR.	BILL HARDY'S, INC.	MONROE HLE	1824 TOWER DRIVE	3188121493
MI	MARQUETTE AP	SR& D ENTERPRISE	SHARON DUNN	SAWYER INTL AIRPORT	225 AIRPORT ROAD	9063464355
MN	DULUTH	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	DULUTH INT'L AIRPORT	4701 GRIDEN DRIVE	2186231051
MN	DULUTH	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	DULUTH HLE	33 1/2 W. CENTRAL ENTRANCE	2186231053
MN	WINONA	MR. JOHN CUNNINGHAM	CUNNINGHAM RENTALS, INC.	WINONA DOWNTOWN HLE	1777 WEST SERVICE DRIVE	5074542888
MN	WINONA	MR. JOHN CUNNINGHAM	CUNNINGHAM RENTALS, INC.	WIN AIR	106 GALEWSKI DRIVE	5074542888
MO	COLUMBIA	MR.HOWARD FRANK CERINI	CERINI INVESTMENTS, INC.	REGIONAL AP	11300 SOUTH AIRPORT DRIVE	5734490077
MO	COLUMBIA	MR. HOWARD FRANK CERINI	CERINI INVESTMENTS, INC.	CENTRAL MISSOURI AVIATIO	11200 SOUTH AIRPORT ROAD	5734490077
MO	FT LEONARD WOOD	MR. HOWARD FRANK CERINI	CERINI INVESTMENTS, INC.	FT LEONARDWOOD/ST ROBERT	BUILDING 5002 IOWA AVE	5733296688
MO	JEFFERSON CITY	MR. HOWARD FRANK CERINI	CERINI INVESTMENTS, INC.	JEFFERSON CY MEM AP	500 AIRPORT ROAD	5737613535
MO	JEFFERSON CITY	MR. HOWARD FRANK CERINI	CERINI INVESTMENTS, INC.	JEFFERSON CITY FLYING SV	501 AIRPORT ROAD	5737613535
MO	JOPLIN	MR. BOB D. BALLARD	TRANSPORTATION SERVICE COMPANY, INC.	JOPLIN AP	7331 N. HIGHWAY 43	4176236242
MO	JOPLIN	MR. BOB D. BALLARD	TRANSPORTATION SERVICE COMPANY, INC.	MIZZOU AVIATION	5501 N. DENNIS WEAVER DRIVE	4176236242
MO	JOPLIN	MR. BOB D. BALLARD	TRANSPORTATION SERVICE COMPANY, INC.	JOPLIN HLE	401 VIRGINIA AVE	4176236242
MO	OSAGE BEACH	MR. HOWARD FRANK CERINI	CERINI INVESTMENTS, INC.	STONE CREST MALL HLE	3797 OSAGE BEACH PKY STE 118	5733652262

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
MO	OSAGE BEACH	HOWARD CERINI	CERINI INEVESTMENTS INC	LEE C FINE AIRPORT	1111 LEE C FIND RD	5733652262
MO	ST. ROBERT	MR. HOWARD FRANK CERINI	CERINI INVESTMENTS, INC.	ST. ROBERT HLE	380 ST. ROBERT OUTER ROAD	5733360123
MS	COLUMBUS	MR. W.L. STROUP, III	MISSISSIPPI AUTO RENTALS SERVICES, LLC	GOLDEN TRIANGLE AP HLE	2080 AIRPORT ROAD	6623275121
MS	COLUMBUS	MR. W.L. STROUP, III	MISSISSIPPI AUTO RENTAL SERVICES, LLC	RATLIFF AIR SERVICE	1900 AIRPORT ROAD	6623275121
MS	TUPELO	MR. W.L. STROUP, III	MISSISSIPPI AUTO RENTAL SERVICES, LLC	TUPELO AIRPORT HLE	2763 WEST JACKSON	6626809482
MS	TUPELO	MR. W.L. STROUP, III	MISSISSIPPI AUTO RENTAL SERVICES, LLC	TUPELO AVIATION UNLIMITD	105 LEMONS DRIVE	6626809482
MT	BILLINGS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	BILLINGS-LOGAN AP HLE	1901 TERMINAL CIRCLE	4062489151
MT	BILLINGS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	EDWARDS JET CENTER	1691 AVIATION PLACE	4062489151
MT	BILLINGS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	CORPORATE AIR	2491 OVERLOOK DRIVE	4062450812
MT	BOZEMAN	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	BOZEMAN INT'L AIRPORT	850 GALLATIN FIELD	4063886939
MT	BOZEMAN	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	ARLINS AIRCRAFT SERVICE	36 GALLATIN FIELD	4063886939
MT	BOZEMAN	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	YELLOWSTONE JET CENTER	456 GALLATIN FIELD ROAD	4063886939
MT	BUTTE	MR. MARTIN STRUZNIK	EAST RIDGE RENTALS, LLC	BUTTE MUNICIPAL AP	111 AIRPORT RD	4067821054
MT	BUTTE	MR. MARTIN STRUZNIK	EAST RIDGE RENTALS, LLC	BUTTE DOWNTOWN HLE	226 EAST BROADWAY	4067821054
MT	BUTTE	MR. MARTIN STRUZNIK	EAST RIDGE RENTALS, LLC.	BUTTE AVIATION	111 AIRPORT ROAD	4067821054
MT	GREAT FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	GREAT FALLS INTL AP HLE	2800 TERMINAL DR STE #106C	4067616641
MT	GREAT FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	HOLMAN AVIATION	1940 AIRPORT COURT	4064537613
MT	GREAT FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	FRONT RANGE AVIATION	4501 ULM N. FRONTAGE ROAD	4067616641
MT	HELENA	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	HELENA REGIONAL AP HLE	2850 MERCER LOOP	4064494167
MT	HELENA	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	EXEC AIR MONTANA	2560 AIRPORT ROAD	4064494167
MT	KALISPELL	MR. DALE G. DUFF	ROCKY MOUNTAIN TRANSPORTATION, INC.	KALISPELL AP HLE	4120 HIGHWAY 2 EAST	4067582220

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
MT	KALISPELL	MR. DALE G. DUFF	ROCKY MOUNTAIN TRANSPORTATION, INC.	GLACIER JET CENTER	4170 HWY. 2 EAST	4067582220
MT	MISSOULA	MR. GERALD B. WOODAHL	WESTERN RENTALS, INC.	MISSOULA INTL AP	5225 HIGHWAY 10 WEST	4065499511
MT	MISSOULA	MR. GERALD B. WOODAHL	WESTERN RENTALS, INC.	MINUTEMAN AVIATION	5225 HIGHWAY 10 #16	4065499511
MT	MISSOULA	MR. GERALD B. WOODAHL	WESTERN RENTALS, INC.	NORTHSTAR AIR EXPRESS	#1 CORPORATE WAY EXPRESS	4065499511
MT	WEST GLACIER	MR. DALE G. DUFF	ROCKY MOUNTAIN TRANSPORTATION, INC.	WEST GLACIER AMTRAK STA	HIGHWAY 2	4068631210
MT	WHITEFISH	MR. DALE G. DUFF	ROCKY MOUNTAIN TRANSPORTATION, INC.	WHITEFISH HLE	1410 E. EDGEWOOD DR.	4068631210
MT	WHITEFISH	MR. DALE G. DUFF	ROCKY MOUNTAIN TRANSPORTATION, INC.	AMTRAK STATION	500 DEPOT ST.	4068631210
NC	ARDEN	JEFF SCHOEPFEL	GSP TRANSPORTATION, INC	SOUTH ASHEVILLE HLE	221C AIRPORT ROAD	8286818031
NC	ASHEVILLE	JEFF SCHOEPFEL	GSP TRANSPORTATION, INC	ASHEVILLE REGIONAL AP	61 TERMINAL DRIVE STE 15	8286846455
NC	ASHEVILLE	JEFF SCHOEPFEL	GSP TRANSPORTATION, INC	PATTON AVE HLE	891J PATTON AVENUE	8282251776
NC	FLETCHER	JEFF SCHOEPFEL	GSP TRANSPORTATION, INC	LANDMARK AVIATION	240 WRIGHT BROTHERS WAY	8282095077
NC	HENDERSONVILLE	JEFF SCHOEPFEL	GSP TRANSPORTATION, INC	SOUTH GROVE	806 SOUTH GROVE ST	8286962131
ND	BISMARCK	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	BISMARCK MUNICIPAL HLE	2301 UNIVERSITY DRIVE	7012233977
ND	BISMARCK	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	EXECUTIVE AIR	2301 UNIVERSITY DRIVE	7012233977
ND	BISMARCK	MR JERRY H PETERSEN	OVERLAND WEST,INC	AREO CENTER BISMARK ND	2301 UNIVERSITY DR BLDG53	7012233977
ND	DICKINSON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	DICKINSON AIRPORT	11120 42ND STREET SW	7014568436
ND	DICKINSON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	WESTERN EDGE AVIATION	11160 42 R STREET SW	7016901495
ND	FARGO	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	HECTOR AIRPORT	2801 32ND AVE. N.W.	7013650878
ND	FARGO	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	FARGO JET CENTER INC	3802 20TH STREET NORTH	7012828626
ND	FARGO	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	FARGO HLE	3521 MAIN AVENUE	7012828626
ND	FARGO	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	JOHN DEERE NPI	1750 NDSU RESEARCH PARK DRIVE	7012828626
ND	FARGO	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	JOHN DEERE PES	4101 19TH AVENUE NORTH	7012828626

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
ND	GRAND FORKS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	GRAND FORKS INT'L AP	2815 AIRPORT DR, STE #4	7017466426
ND	GRAND FORKS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	GRAND FORKS DT HLE	1325 DEMERS AVENUE	7017877274
ND	MINOT	MR. RIAN R. LUEHE	MINOT RENT A CAR, INC.	MINOT INTERNATIONAL AP	25 AIRPORT RD - SUITE 18	7018520104
ND	WILLISTON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	WILLISTON ND	421 AIRPORT ROAD	7016095141
ND	WILLISTON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	WILLISTON JET CENTER	401 AIRPORT ROAD	7017742002
NE	NORTH PLATTE		BUCK ENTERPRISES, INC	NORTH PLATTE REGIONAL AP	5400 EAST LEE BIRD DRIVE	3085328014
NE	SCOTTSBLUFF		BUCK ENTERPRISES, INC	SCOTTSBLUFF HLE	250023 AP RD	3086355555
NJ	CLIFTON	MRS. EDNA KANTER	PASSIAC-CLIFTON DRIV-R-SELF SYSTEM, INC.	CLIFTON DOWNTOWN HLE	593 BROAD ST.	9737771879
NJ	PASSAIC	MRS. EDNA KANTER	PASSIAC-CLIFTON DRIV-UR-SELF SYSTEM, INC.	PASSAIC DOWNTOWN HLE	275 MAIN AVENUE	9737771879
NM	FARMINGTON	MR. CLIFFORD W. BOOTON	BOOTON, INC.	4 CORNERS REGION AP HLE	1300 W NAVAJO ST.	5053276093
NM	FARMINGTON	MR. CLIFFORD W. BOOTON	BOOTON, INC.	ATLANTIC AVIATION	1260 W. NAVAJO ST	5053276093
NM	ROSWELL	MR. CLIFFORD W. BOOTON	BOOTON, INC.	ROSWELL INTL AIR CEN HLE	1 JERRY SMITH CIRCLE #7	5753472211
NY	GLENS FALLS	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	RICH AIR	443 QUEENSBURY AVE.	5187928525
NY	GLENS FALLS	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICE, INC.	GLENS FALLS DT HLE	674 QUAKER ROAD	5187928525
NY	GLENS FALLS	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	FT.EDWARD AMTRAK	70 EAST STREET	5187928525
NY	ITHACA	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	TAUGHANNOCK AVIATION	66 BROWN ROAD	6072578677
NY	ITHACA	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	TOMPKINS COUNTY AP	1 CULLIGAN DRIVE	6072578677
NY	PLATTSBURGH	MATTHEW BARRETT	BARRETT TRANSPORATION SERVICES, INC	VOLO AVIATION	1 ALABAMA AVE	5185632051
NY	PLATTSBURGH	MATTHEW BARRETT	BARRETT TRANSPORTATION	PLATTSBURGH INT'L AP	42 AIRPORT RD, SUITE 141	5185632051

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			SERVICES, INC.			
NY	SARANAC LAKE	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	ADIRONDACK REGIONAL AP	96 AIRPORT ROAD	5188919044
NY	SARATOGA SPRINGS	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	NO. AMER. FLT. SERV.	405 GREENFIELD AVENUE	5186910404
NY	SARATOGA SPRINGS	MATTHEW BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	SARATOGA SPRINGS HLE	617 MAPLE AVENUE	5186910404
OH	ASHLAND	MR. MICHAEL E. WISE	RENCO RENTALS, INC.	ASHLAND HLE	1304 CLAREMONT AVE	4199030750
OH	BEAVERCREEK	BLAINE BYERS	BYERS CAR RENTALS, LLC	BEAVERCREEK VOSS TOYOTA	2110 HELLER DRIVE	9378029542
OH	CENTERVILLE	BLAINE BYERS	BYERS HOLDING COMPANIES	VOSS COLLISION CENTRE HLE	94 LOOP ROAD	9374282826
OH	CHILLICOTHE	BLAINE BYERS	BYERS CAR RENTALS, LLC	HLE OF CHILLICOTHE	1532 N. BRIDGE STREET	7407722580
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	PORT COLUMBUS AIRPORT	4200 INTERNATIONAL GATEWAY	6142393254
OH	COLUMBUS	BLAINE BYERS	BYERS HOLDING COMPANY	COLUMBUS LBRANDS SHUTTLE	4387 INTERNATIONAL GATEWAY	6142393254
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	NETJETS	4111 BRIDGEWAY AVENUE	6144750920
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	LANDMARK AVIATION	4130 E. 5TH AVE.	6142393254
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	LANE AVIATION	4389 INTERNATIONAL GTWY	6142393254
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS,LLC	RICKENBACKER INT'L AP	2295 JOHN CIRCLE DRIVE	6147597825
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTAL, LLC.	COLUMBUS WEST HLE	669 SULLIVANT AVE	6142213000
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	COLUMBUS NORTHWEST HLE	2455 BILLINGSLEY RD	6147933100
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	SOUTHWEST COLUMBUS HLE	4184 W. BROAD STREET	6143511570
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	KEIM FORD HLE	5575 KEIM CIRCLE	6148511502
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	REYNOLDSBURG HLE	2496 SCARBOROUGH BLVD	6147597285
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTALS, LLC.	DENNIS AUTOPOINT HLE	2850 MORSE ROAD	6144766847

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OH	COLUMBUS	BLAINE BYERS	BYERS HOLDING COMPANIES	ANTHEM BLUE CROSS OF COL	37 WEST BROAD STREET	6142213000
OH	COLUMBUS	MR. GEORGE BYERS, JR.	BYERS CAR RENTAL, LLC.	WHITEHALL HLE	440 S. HAMILTON ROAD	6142381623
OH	COLUMBUS	BLAINE BYERS	BYERS CAR RENTAL, LLC.	POLARIS LOCATION HLE	8832 COMMERCE LOOP DRIVE	6148401758
OH	DAYTON	BLAINE BYERS	BYERS HOLDING COMPANIES	DAYTON INT'L AP	3350 VALET CIRCLE	9378985806
OH	DAYTON	BLAIN BYERS	BYERS HOLDING COMPANIES	DAYTON SOUTH HLE	1524 MIAMISBURG-CENTERVILLE RD	9374380175
OH	DELAWARE	MR. BLAINE BYERS	BYERS CAR RENTALS, LLC.	DELAWARE HLE	1599 COLUMBUS PIKE	7403633486
OH	DUBLIN	MR. BLAINE BYERS	BYERS CAR RENTALS, LLC.	ASHLAND PERFORMANCE	5200 BLAZER PARKWAY	6145298567
OH	DUBLIN	BLAINE BYERS	BYERS HOLDING GROUP	HLE OF DUBLIN	5859 SAWMILL RD	6143363880
OH	FAIRBORN	BLAINE BYERS	BYERS HOLDING COMPANIES	HLE OF FAIRBORN	136 NORTH BROAD STREET	9377549930
OH	GAHANNA	MR. BLAINE BYERS	BYERS CAR RENTALS, LLC.	GAHANNA HLE	81 N. STYGLER ROAD	6144750920
OH	GROVE CITY	BLAINE BYERS	BYERS HOLDING COMPANIES	GROVE CITY HLE	5887 N. MEADOWS DRIVE	6149910624
OH	HILLIARD	MR. BLAINE BYERS	BYERS CAR RENTALS, INC.	HILLIARD HLE LOCATION	4660 CEMETERY RD.	6145298567
OH	LANCASTER	MR. BLAINE BYERS	BYERS CAR RENTALS, LLC.	HLE OF LANCASTER	2840 N. COLUMBUS STREET	7406814291
OH	MANSFIELD	MR. MICHAEL E. WISE	RENCO RENTALS, INC.	RICHLAND AVIATION	1197 WEST FOURTH STREET	4195294995
OH	MANSFIELD	MR. MICHAEL E. WISE	RENCO RENTALS, INC.	MANSFIELD DT HLE	1197 W. 4TH STREET	4195294995
OH	MARION	BLAINE BYERS	BYERS CAR RENTALS, LLC.	HLE OF MARION	1155 DELAWARE AVENUE	7402233000
OH	MARYSVILLE	BLAINE BYERS,	BYERS HOLDING COMPANIES	MARYSVILLE HLE	640 COLEMAN CROSSING BLVD	9376423041
OH	MARYSVILLE	BLAINE BYERS	BYERS HOLDING	SCOTTS MIRACLE-GRO	14111 SCOTTSLAWN ROAD	9376423041
OH	MIAMISBURG	BLAINE BYERS	BYERS HOLDING COMPANIES	AVIATION SALES SOUTH	10600 SPRINGBORO PIKE	9374380175
OH	MIAMISBURG	BLAINE BYERS	BYERS HOLDING COMPANIES	COMMANDER AERO INC	10570 SPRINGBORO PIKE	9374380175
OH	MONROE	BLAINE BYERS	BYERS HOLDING GROUP	HERTZ AT MORGAN HONDA	201 N GARVER ROAD	5133607830
OH	SIDNEY	BLAINE BYERS	BYERS HOLDING COMPANIES	SIDNEY HLE	2594 W. MICHIGAN ST	9377104962
OH	SPRINGFIELD	BLAINE BYERS	BYERS HOLDING COMPANIES	SPRINGFIELD HLE	1501 HILLCREST AVE	9373421217
OH	STEUBENVILLE	CLYDE LARSEN	CLYKEL INC.	STEUBENVILLE, OH	1534 SUNSET BLVD	7402832277

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
OH	VANDALIA	BLAINE BYERS	BYERS HOLDING COMPANIES	AVIATION SALES INC	504 NORTH DIXIE DRIVE	9378985806
OH	VANDALIA	BLAINE BYERS	BYERS HOLDING COMPANIES	CORPORATE FL ALTERNATIVE	3800 TUSKEGEE AIRMEN DRIVE	9378985806
OH	VANDALIA	BLAINE BYERS	BYERS HOLDING COMPANIES	WRIGHT BROTHERS AERO	3700 MCCAULEY DRIVE	9378985806
OH	VANDALIA	BLAINE BYERS	BYERS HOLDING COMPANIE	HLE OF VANDALIA	736 W NATIONAL RD	9378902626
OH	VANDALIA	BLAINE BYERS	BYERS HOLDING COMPANIES	MEAD WESTVACO	3540 HANGAR DRIVE	9378985806
OH	VANDALIA	BLAINE BYERS	BYERS HOLDING COMPANIES	NCR	3550 WRIGHT DRIVE	9378985806
OH	VANDALIA	BLAINE BYERS	BYERS HOLDING COMPANIES	STEVENS AVIATION	3500 HANGAR DRIVE	9378985806
OH	WESTERVILLE	BLAINE BYERS	BYERS HOLDING COMPANIES	WESTERVILLE LOCATION	5965 WESTERVILLE RD	6148826840
OR	BEND	MR. TED L. ANDERSON	ATLAST CAPITAL, LLC	HERTZ BEND HLE	2025 NE HIGHWAY 20	5413881535
OR	MEDFORD	MR. TED L. ANDERSON	ATLAST CAPITAL, LLC	ROGUE VALLEY INTL AP HLE	1000 TERMINAL LOOP PKWY 112	5417734293
OR	MEDFORD	MR. TED L. ANDERSON	ATLAST CAPITAL, LLC	HLE CRATER LAKE AVENUE	3976 CRATER LAKE AVENUE	5418427822
OR	MEDFORD	MR. TED L. ANDERSON	ATLAST CAPITAL, LLC	JET CENTER MFR	5000 CIRRUS DRIVE	5417734293
OR	MEDFORD	MR. TED L. ANDERSON	ATLAST CAPITAL, LLC	MILLION AIR	2040 MILLIGAN WAY	5418422254
OR	REDMOND	MR. TED L. ANDERSON	ATLAST CAPITAL, LLC	ROBERTS FIELD AP HLE	2522 SE JESSE BUTLER CIRCLE	5419231411
OR	REDMOND	MR. TED L. ANDERSON	ATLAST CAPITAL, LLC	BUTLER AIRCRAFT SERVICE	705 SE SALMON AVE	5419231411
PA	ALTOONA AP-MARTINS	VINCE WASIK	EAGLE AUTOMOTIVE, LLC	ALTOONA/BLAIR CTY AP HLE	2 AIRPORT DRIVE	8147933983
PA	DUBOIS	MR. ROBERT P. GARDILL	HERTZ SYSTEM MEMBER	DUBOIS JEFFERSON AP	377 AVIATION WAY	8143285204
PA	ERIE	MR. ROBERT P. GARDILL	HERTZ SYSTEM MEMBER	ERIE INT'L AIRPORT HLE	4411 W. 12TH STREET	8148389691
PA	ERIE	MR. ROBERT P. GARDILL	ROBERT GARDILL	ERIE HLE	1831 WEST 26TH STREET	8148389691
PA	JOHNSTOWN	ESTATE OF ROBERT E. GARDILL	JOHNSTOWN RENTAL & LEASING COMPANY	JOHNSTOWN HLE	307 BEDFORD STREET	8145368755
PA	JOHNSTOWN	ESTATE OF ROBERT E. GARDILL	JOHNSTOWN RENTAL & LEASING COMPANY	JOHNSTOWN CAMBRIA AP	479 AIRPORT ROAD	8145368755
PA	LANCASTER	MR. TIM SCHWARTZ	H.R.A.C., INC.	DOWNTOWN HLE	1209 MARSHALL AVENUE	7173960000

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
PA	LANCASTER	MR. TIM SCHWARTZ	H.R.A.C., INC.	ALLIANCE AVIATION	520 AIRPORT ROAD	7173960000
PA	LANCASTER	TIM SCHWARTZ	HRAC INC	MARRIOTT CONVENTION CNTR	3 EAST VINE ST	7173960000
PA	LANCASTER	TIM SCHWARTZ	HRAC INC	LANCASTER AMTRAK STN	33 E MCGOVERN AVE	7173960000
PA	LATROBE	MR. ROBERT P. GARDILL	HERTZ MEMBER SYSTEM	WESTMORELAND CNTY AP HLE	148 AVIATION LN # 205	7245391512
PA	MARTINSBURG	VINCE WASIK	EAGLE AUTOMOTIVE LLC	IG FLIGHT SERVICES	22 AVIATION WAY	8147933983
PA	STATE COLLEGE	VINCE WASIK	EAGLE AUTOMOTIVE LLC	GENERAL AVIATION FBO	2535 FOX HILL ROAD	8142371728
PA	STATE COLLEGE	VINCE WASIK	EAGLE AUTOMOTIVE, LLC	UNIVERSITY PARK AP	2493 FOX HILL ROAD	8142371728
PA	STATE COLLEGE	VINCE WASIK	EAGLE AUTOMOTIVE	PENN STATE HERTZ BEAVER	200 W. BEAVER AVENUE	8144243423
PA	WILLIAMSPORT	VINCE WASIK	EAGLE AUTOMOTIVE LLC	ENERGY AVIATION	WILLIAMSPORT LYCOMING CNTY AP	5703681961
PA	WILLIAMSPORT	VINCE WASIK	EAGLE AUTOMOTIVE	WMPORT-LYCOMING C AP	700 AIRPORT ROAD	5703681961
PA	WILLIAMSPORT	VINCE WASIK	EAGLE AUTOMOTIVE	WILLIAMSPORT OFF AP	1804 LYCOMING CREEK RD	5703261581
SD	ABERDEEN	MR. ALLEN KULM	HERTZ SYSTEM MEMBER	REGIONAL AP	4740 SE 6TH AVE	6052254163
SD	RAPID CITY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	RAPID CITY REG A/P	4550 TERMINAL ROAD	6053930160
SD	RAPID CITY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	WESTJET AIR CENTER	4160 FIRE STATION RD.	6053930160
SD	RAPID CITY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	J AND J AUTOBODY	1513 EAST PHILADELPHIA STREET	6053486802
SD	SIOUX FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	SIOUX FALLS REGIONAL AP	2801 JAYCEE LANE	6053368790
SD	SIOUX FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	SIGNATURE FLIGHT SUPPORT	3501 AVIATION AVENUE	6053368790
SD	SIOUX FALLS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	MAVERICK AIR CENTER FBO	4201 NORHT MAVERICK PLACE	8013375236
TN	DYERSBURG	MR. W.T. FETTIG	FETTIG RENTAL COMPANY, INC.	DYERSBURG AP HLE	315 AIRPORT ROAD	7313255686
TN	JACKSON	MR. W.T. FETTIG	FETTIG RENTAL COMPANY, INC.	MCKELLAR-SIPES RG AP HLE	266 GRADY MONTGOMERY DR.	7319847440
TN	JACKSON	MR. W.T. FETTIG	FETTIG RENTAL COMPANY, INC.	U.S. AVIATION	266-D GRADY MONTGOMERY DR.	7319847440
TN	JOHNSON CITY	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	JOHNSON CITY HLE	1000 WEST MARKET STREET	4233289301
TN	KINGSPORT-TRI CITY	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	KINGSPORT-TRI-CITY AP	2525 HIGHWAY 75	4233256200
TN	KINGSPORT-TRI	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	KINGSPORT	2637 EAST STONE DRIVE	4237659389

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
	CITY					
TX	SAN ANGELO	MONTY MERRILL	CLEARWATER TRANSPORTION	MATHIS FIELD AP	8618 TERMINAL CIRCLE SUITE 102	3259441221
TX	TEXARKANA	MR CARLO D. CORLEY	CARCO CARRIAGE CORP	CLASSIC AUTO PARK HLE	4333 MALL DRIVE	9038388656
UT	BRIGHAM CITY	MR. BYRON W. HANSEN	HANSEN CHEVROLET COMPANY, INC.	MOUNTAIN AIR FLYING SVC	1780 N 2000 W	4357235255
UT	BRIGHAM CITY	MR. BYRON W. HANSEN	HANSEN CHEVROLET COMPANY, INC.	BRIGHAM CITY DT HLE	1175 S. COMMERCE WAY	4357235255
UT	LAYTON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	LAYTON DOWNTOWN	1573 N. MAIN	8017736060
UT	LAYTON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	LAYTON HLE	1575 N. MAIN	8017736060
UT	OGDEN	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	OGDEN HINCKLEY AP HLE	3909 AIRPORT ROAD	8016145005
UT	OGDEN	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	RIVERDALE HLE	1805 WEST RIVERDALE ROAD	8016145005
WA	PASCO	MR. TED L. ANDERSON	HERTZ SYSTEM MEMBER	TRI CITIES AP HLE	3601 N. 20TH AVENUE	5095470111
WA	PULLMAN	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	PULLMAN-MOSCOW REG AP	3200 AIRPORT COMPLEX N.	5093324485
WA	PULLMAN	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	INTERSTATE AVIATION	2601 AIRPORT ROAD	5093324485
WA	SPOKANE	MR. JERRY H. PETERSEN	H.A.S. CORP. (OVERLAND WEST, INC.)	SPOKANE INTL AP HLE	9000 W AIRPORT DR.	5097473101
WA	SPOKANE	MR. JERRY H. PETERSEN	H.A.S. CORP. (OVERLAND WEST, INC.)	SIGNATURE FLIGHT SUPPORT	8136 W PILOT DRIVE	5097473101
WI	APPLETON	MR. BRADLEY G. GARVEY	RED TOP CAB COMPANY, INC.	APPELTON INTL AP	W6390 CHALLENGER DRIVE	9207342032
WI	APPLETON	MR. BRADLEY G. GARVEY	RED TOP CAB COMPANY, INC.	APPLETON HLE	N667 COMMUNICATION DRIVE	9207394774
WI	APPLETON	MR. BRADLEY G. GARVEY	RED TOP CAB COMPANY, INC.	PLATINUM FLIGHT CENTER	N259 ARES DRIVE	9207342032
WI	APPLETON	MR. BRADLEY G. GARVEY	RED TOP CAB COMPANY, INC.	KIMBERLY CLARK HANGER	N255 ARES DRIVE	9207342032
WI	CHIPPEWA FALLS	MR. DAVID MARKQUART	RENTAL SERVICE COMPANY, INC.	MARKQUART CHEVROLET	2191 S. PRAIRIEVIEW ROAD	7158336868
WI	DE PERE	BROADWAY RENTAL CARS INC	DAVID CUENE	ST NORBERT COLLEGE	100 GRANT STREET	9204987733
WI	EAU CLAIRE	MR. DAVID MARKQUART	RENTAL SERVICE COMPANY, INC.	CHIPPEWA VALLEY REG AP	3800 STARR AVE.	7158336868
WI	EAU CLAIRE	MR. DAVID	RENTAL SERVICE	HEARTLAND AVIATION	3800 STARR AVE, #A	7158336868

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
		MARKQUART	COMPANY, INC.			
WI	FOND DU LAC	SCOTT EVANS	ANTHONY TOFT	FOND DU LAC SKYPORT HLE	260 S.ROLLING MEADOWS DR	9209070603
WI	GREEN BAY	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	AUSTIN STRAUBEL AP	2077 AIRPORT DR.	9204986400
WI	GREEN BAY	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	EXECUTIVE AIR	2131 AIRPORT DRIVE	9204986400
WI	GREEN BAY	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	JET AIR	1921 AIRPORT ROAD	9204986400
WI	GREEN BAY	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	GREEN BAY	1010 S. MILITARY AVENUE	9204976490
WI	GREEN BAY	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	BROADWAY HLE	2700 ASHLAND AVENUE	9204987733
WI	GREEN BAY	DAVID CUENE	BROADWAY RENTAL CARS INC	SCHREIBER FOODS	400 N. WASHINGTON	9204987733
WI	GREEN BAY	DAVID CUENE	BROADWAY RENTAL CARS INC	NE WI TECHNICAL COLLEGE	2740 WEST MASON ST	9204987733
WI	MOSINEE	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	CENTRAL WISCONSIN AP	151 CWA DR. SUITE 117	7156930017
WI	MOSINEE	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	CENTRAL WISCONSIN AVIAT	400 CWA DRIVE, STE 101	7156930017
WI	OSHKOSH	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	OSHKOSH HLE	525 WEST 20TH AVE	9202371317
WI	OSHKOSH	MR. DAVID M. CUENE	BROADWAY RENTAL CARS, INC.	BASLER FLIGHT SERVICES	525 WEST 2OTH AVENUE	9202371317
WI	PLOVER	MR. DAVID M. CUENE	BROADWAY RENTAL CARS INC	STEVENS POINT PLOVER	3021 MACARTHUR WAY	7156930017
WI	ROTHSCHILD	MR. DAVID M. CUENE	BROADWAY RENAL CARS, INC	BRB HLE	1680 COUNTRY ROAD XX	7153700453
WI	WAUSAU	MR. DAVID M. CUENE	BROADWAY RENTAL CARS	HERTZ - ABRA	2626 NORTH 20TH AVENUE	8442626626
WV	ELKINS	MR. L.H. PHARES, JR.	PARSCO, INC.	ELKINS AP	BEVERLY PIKE	3046364436
WY	CASPER	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	NATRONA COUNTY AP	8500 AIRPORT PARKWAY	3072651355
WY	CASPER	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	ATLANTIC AIR	CASPER AIRPORT	3072651355
WY	CODY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	YELLOWSTONE REGIONAL AP	2101 ROGER SEDAM DRIVE	3075872914
WY	CODY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	SPIRIT MOUNTAIN AVIATION	3001 DUGGLEBY DR-MAIN TERM YRA	3075872914
WY	CODY	MR. JERRY H.	OVERLAND WEST, INC.	CHOICE AVIATION	3147 DUGGLEBY DRIVE	3075872914

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
		PETERSEN				
WY	GILLETTE	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	GILETTE-CAMPBELL CTY AP	2000 AIRPORT ROAD STE 145	3076860550
WY	JACKSON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	JACKSON HOLE MUN AP HLE	1250 AIRPORT ROAD	3077332272
WY	JACKSON	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	JACKSON HOLE AVIATION	1250 E. AIRPORT RD, HANGAR 5	3077332272
WY	ROCK SPRINGS	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	ROCK SPRINGS MUNICIPAL A	382 HIGHWAY 370	3073823262

Hertz/Dollar/Thrifty Multiple-Branded Locations

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
AL	HUNTSVILLE	VINCE WASIK	EAGLE AUTOMOTIVE	HUNTSV8LLE INTL AP	1000 GLENN HEARN BLVD	2567729331
GA	ALBANY	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	MUNICIPAL AP	3905 NEWTON ROAD	2294351751
GA	ALBANY	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	EAGLES OF AMERICA	3905 NEWTON ROAD	8648790854
KS	GARDEN CITY	SHAWN AUDRAIN	REGENCY AUTO GROUP	GARDEN CITY MUNICIPAL AP	2225 S. AIR SERVICE DR	6202766884
KS	GARDEN CITY	SHAWN AUDRAIN	REGENCY AUTO GROUP	SAKER FBO	2145 S. AIR SERVICE RD	6202766884
MI	MARQUETTE AP	SHARON DUNN	SR&D ENTERPRISES	SAWYER INTL AIRPORT	225 AIRPORT ROAD	9063464355
NC	ASHEVILLE	JEFF SCHOEPFEL	GSP TRANSPORTATION, INC	ASHEVILLE REGIONAL AP	61 TERMINAL DRIVE STE 15	8286846455
NE	NORTH PLATTE	DARIN BROWN	BUCK ENTERPRISE	NORTH PLATTE REGIONAL AP	5400 EAST LEE BIRD DRIVE	3085328014
TN	KINGSPORT-TRI CITY	JEFF SCHOEPFEL	GSP TRANSPORTATION INC	KINGSPORT-TRI-CITY AP	2525 HIGHWAY 75	4233256200
TX	SAN ANGELO	MONTY MERRILL	CLEARWATER TRANSPORTION	MATHIS FIELD AP	8618 TERMINAL CIRCLE SUITE 102	3259441221
WY	CODY	MR. JERRY H. PETERSEN	OVERLAND WEST, INC.	YELLOWSTONE REGIONAL AP	2101 ROGER SEDAM DRIVE	3075872914

Hertz/Dollar Multiple-Branded Locations

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	STREET ADDRESS	PHONE #
ND	DICKINSON	JERRY PETERSEN	OVERLAND WEST, INC	WESTERN EDGE AVIATION	11160 42 R STREET SW	7016901495
ND	DICKINSON	JERRY PETERSEN	OVERLAND WEST, INC	DICKINSON AIRPORT	11120 42ND ST SW	7014838119

List of Former Franchisees*

The names, city and state and telephone numbers of franchisees who has ceased to do business under the franchise agreement, or had an outlet terminated, canceled, not renewed, transferred within the last fiscal year, or who has not communicated with the franchisor within 10 weeks of the date of this Disclosure Document are listed below:

ST	CITY	LICENSEE NAME	COMPANY NAME	LOCATION DESCRIPTION	PHONE #
KY	ASHLAND	MR. RICHARD D. MEADE	ASHLAND RENT-A-CAR, INC.	ASHLAND DOWNTOWN	6063241644
KY	ASHLAND	MR. RICHARD D. MEADE	ASHLAND RENT-A-CAR, INC.	ASHLAND	6063290011
MN	DULUTH	HORACE KAHLBAUGH	H.K. ENTERPRISES, INC	DULUTH INTL AP	2186231051
MN	DULUTH	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	DULUTH HLE	2186231053
MN	THIEF RIVER FALLS	MR. STEPHEN HANSEN	HANSEN FORD SALES, INC.	THIEF RIVER FALLS AP	2186811398
MN	THIEF RIVER FALLS	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	THIEF RIVER FALLS HLE	2186814111
ND	DICKINSON	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	DICKINSON AIRPORT	7014831495
ND	DICKINSON	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	WESTERN EDGE AVIATION	7016901495
ND	FARGO	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	HECTOR AIRPORT	7013650878
ND	FARGO	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	FARGO HLE	7012828626
ND	FARGO	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	JOHN DEERE NPI	7012828626
ND	FARGO	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	FARGO JET CENTER INC	7012828626
ND	FARGO	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	SOUTH FARGO HLE	7018665920
ND	FARGO	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	GATEWAY CHEVROLET	7012828626
ND	FARGO	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	JOHN DEERE PES	7012828626
ND	GRAND FORKS	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	GRAND FORKS INTL AP	7017466426
ND	GRAND FORKS	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	GRAND FORKS DT HLE	7017877274
ND	GRAND FORKS	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	GFK FLIGHT SUPPORT	7017466426

ND	WILLISTON	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	WILLISTON ND	7017742002
ND	WILLISTON	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	WILLISTON JET CENTER	7017742002
NY	GLENS FALLS	MR. WILLIAM M. BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	RICH AIR	5187928525
NY	GLENS FALLS	MR. WILLIAM M. BARRETT	BARRETT TRANSPORTATION SERVICE, INC.	GLENS FALLS DT HLE	5187928525
NY	GLENS FALLS	MR. WILLIAM M. BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	FT.EDWARD AMTRAK	5187928525
NY	PLATTSBURGH	MR. WILLIAM M. BARRETT	BARRETT TRANSPORATION SERVICES, INC	VOLO AVIATION	5185632051
NY	PLATTSBURGH	MR. WILLIAM M. BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	PLATTSBURGH INT'L AP	5185632051
NY	SARANAC LAKE	MR. WILLIAM M. BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	ADIRONDACK REGIONAL AP	5188919044
NY	SARATOGA SPRINGS	MR. WILLIAM M. BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	NO. AMER. FLT. SERV.	5186910404
NY	SARATOGA SPRINGS	MR. WILLIAM M. BARRETT	BARRETT TRANSPORTATION SERVICES, INC.	SARATOGA SPRINGS HLE	5186910404
OR	ASTORIA	MR. ARNOLD C. MART	ASTORIA AUTO FINANCE COMPANY, INC.	ASTORIA REGIONAL AP HLE	5033257700
WI	SUPERIOR	MR. STEPHEN HANSEN	HANSEN LEASE & RENTAL OF FARGO	SUPERIOR AIRPORT	2186231053

* Each name listed corresponds to an individual franchised location that closed in the city and state indicated.

Note: If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Exhibit I

Sample General Release

GENERAL RELEASE

The following is our current general release language that we expect to include in a release that a franchisee may sign as part of an approved transfer, upon renewal, or other transaction. We may, in our sole discretion, periodically modify the release.

GENERAL RELEASE

THIS GENERAL RELEASE (the "**General Release**") is made by the undersigned (hereinafter "**Franchisee**") for the benefit of Hertz System, Inc., a Delaware limited liability company (hereinafter, "**Franchisor**"), on this ____ day of __________, 20____.

RECITALS:

WHEREAS, Franchisee is a Hertz franchisee and operates a Vehicle Renting Business using the Hertz Proprietary Marks (the "**Hertz Business**") pursuant to that certain franchise agreement (the "**Franchise Agreement**") dated _________________;

WHEREAS, Franchisee desires to [renew/transfer/other] its franchise with Franchisor or desires Franchisor's consent to [renew/transfer/other] in connection with the Franchise Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Franchisee hereby agrees, covenants and promises as follows:

1. Franchisee, its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Hertz System, Inc., its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Hertz Business. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement or the Hertz

Business. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein (other than the transfer that is taking place).

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, with signatures exchanged electronically, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.6. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

______________________________	______________________________
HERTZ SYSTEM, INC.	
By:__________________________	By:__________________________
Name:________________________	Name:________________________
Title:_________________________	Title:_________________________

Exhibit J

List of Administrators

STATE ADMINISTRATORS

Following are the state administrators responsible for the review, registration, and oversight of franchises in pertinent states:

CALIFORNIA Commissioner of the Department of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 876-7500 Toll Free: (866) 275-2677	**MARYLAND** Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**MICHIGAN** Consumer Protection Div., Franchise Section Attn: Kathryn A. Barron 670 G. Mennen Williams Building Lansing, Michigan 48913 (517) 373-7117
ILLINOIS Chief, Franchise Division Attorney General's Office 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**MINNESOTA** Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101 (651) 296-4026
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**NEW YORK** Office of New York State Attorney General Investor Protection Bureau, Franchise Section 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8236
NORTH DAKOTA North Dakota Securities Department 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	**VIRGINIA** State Corporation Commission Securities and Retail Franchising Division 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
RHODE ISLAND Department of Business Regulation – Securities Division John O. Pastore Complex 1511 Pontiac Avenue Building 69-1 Cranston, Rhode Island 02902 (401) 462-9500	**WASHINGTON** Department of Financial Institutions Securities Division - 3rd Floor West 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
SOUTH DAKOTA Department of Labor and Regulation Securities Regulation Office 445 E. Capitol Avenue Pierre, South Dakota 57501-3185 (605) 773-4823	**WISCONSIN** Office of the Commissioner of Securities 345 West Washington Avenue, Fourth Floor Madison, Wisconsin 53703 (608) 261-9555

Exhibit K

Agents for Service of Process

AGENTS FOR SERVICE OF PROCESS

In these states we have or will designate the following state offices or officials as agents for service of process:

CALIFORNIA Commissioner of the Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll free: (866) 275-2677	**MARYLAND** Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202–2020 (410) 576–6360
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586–2722	**MICHIGAN** Dept. of Commerce, Corp'ns & Securities Bur. 6546 Mercantile Way P.O. Box 30222 Lansing, Michigan 48910 (517) 373–7117
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782–4465	**MINNESOTA** Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101 (612) 296-4026
INDIANA Indiana Secretary of State 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**NEW YORK** New York Secretary of State New York State Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
NORTH DAKOTA North Dakota Department of Securities State Capitol Bismarck, North Dakota 58505 (701) 22404712	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733
RHODE ISLAND Department of Business Regulation John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor West 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
SOUTH DAKOTA Department of Labor and Regulation Director, Securities Regulation Office 445 E. Capitol Avenue Pierre, South Dakota 5750103185 (605) 773-4823	**WISCONSIN** Commissioner of Securities 345 West Washington Avenue, Fourth Floor Madison, Wisconsin 53703 (608) 261-9555

Exhibit L

State-Specific Disclosure Addenda

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Franchise Disclosure Document for Hertz System, Inc. in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

1. Our website, www.hertz.com, has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of the website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

5. In Item 3, "Litigation," shall be amended by the addition of the following paragraphs:

> Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.
>
> Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

6. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

> The following notice is required to be inserted in this Disclosure Document by the state of California whenever an applicable provision is included in a Franchise Agreement. We reserve the right to attempt to enforce all of the provisions listed below in which we indicate that "this provision may not be enforceable under California law."
>
> California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
>
> The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).
>
> The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
>
> The Franchise Agreement contains a provision that may be interpreted as a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
>
> The Franchise Agreement requires binding arbitration. The arbitration will occur at a suitable location chosen by the arbitrator in the city where Franchisor's then-current headquarters (presently in Estero, Florida) is located with the costs being equally borne by each party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
>
> The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

7. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000 - 31516, and the California Franchise Relations Act, Cal Bus. & Prof. Code §§ 2000 - 20043, are met independently without reference to this Addendum to the Disclosure Document.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 428E-, et seq., the Franchise Disclosure Document for Hertz System, Inc. for use in the State of Hawaii shall be amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Item 20 shall be amended by the addition of the following paragraph:

As of the dates listed in Attachment 1, this franchise offering is or will be effective in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin, and exempt from registration in Florida, Kentucky, Nebraska, Texas, and Utah. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum to the Disclosure Document.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
<u>FOR THE STATE OF ILLINOIS</u>

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Franchise Disclosure Document for Hertz System, Inc. for use in the State of Illinois is amended as follows:

1. The following language is added to the "Summary" section of Item 17(v) ("Choice of Forum"):

> However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

2. The following language is added to the "Summary" section of Item 17(w) ("Choice of Law"):

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

3. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-10, the Franchise Disclosure Document for Hertz System, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 8, "Restrictions on Sources of Products and Services," shall be amended by the addition of the following language:

> Any benefits derived as a result of a transaction with suppliers for Indiana franchisees will be kept by us as compensation for locating suppliers and negotiating prices for you.

2. Item 12, "Territory," shall be amended by the addition of the following paragraph:

> We will not compete unfairly with you within a reasonable area.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the end of the Item:

> The Indiana Deceptive Franchise Practices Act requires that any release executed by a Franchisee or transferor must not include any claims arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.
>
> The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

4. No release language set forth in the Disclosure Document or the Franchise Agreement shall relieve us or any other person directly or indirectly form liability imposed by the laws concerning franchising of the State of Indiana.

5. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-10, are met independently without reference to this Addendum to the Disclosure Document.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

The Franchise Disclosure Document for Hertz System, Inc. for use in the State of Maryland shall be amended as follows:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems, and Training," under the subheading Advertising Fund, the second sentence of the seventh paragraph shall be replaced by the following:

> We will, however, provide you with an accounting of the advertising fund, upon request.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

> The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.
>
> You may bring a lawsuit in Maryland with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provision "h":

> Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

4. Section "c." of the table within Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by replacing, within the Summary Column, the item listed as "(5)" with the following:

Provision	Section in franchise or other agreement	Summary
c. Requirements for you to renew or extend	¶ II of Franchise Agreement	… (5) execute a general release, in a form satisfactory to us (this general release shall not apply to any liability under the Maryland Franchise and Disclosure Law;

5. Sections "v." and "w." of the table within Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be replaced with the following:

Provision	Section in franchise or other agreement	Summary
v. Choice of forum	¶ XXII.C and E of Franchise Agreement.	Arbitration will be held in the state where our headquarters is then located (currently, Florida), except for claims arising under the Maryland Franchise Registration and Disclosure Law. For matters not covered by arbitration, litigation will be held in the state where our headquarters is then located (currently, Florida), except for claims arising under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Hertz System, Inc. for use in the State of Minnesota shall be amended to include the following:

1. Item 13, "Trademarks," shall be amended by the addition of the following paragraph at the end of the Item:

> Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary marks.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

> With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.
>
> Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.
>
> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. The Franchise Agreement contains a provision that may be interpreted as a liquidated damages clause under Minnesota law. Certain liquidated damages clauses are unenforceable.

4. No release language set forth in the Franchise Agreement shall relieve us or any other person directly or indirectly from liability imposed by the laws concerning franchising in the State of Minnesota.

5. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT J OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Hertz System, Inc. for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following at the beginning of the Item:

> Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.
>
> Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.
>
> Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a franchise as a real estate broker or sales agent.
>
> Other than those actions described below, no litigation is required to be disclosed in this Disclosure Document.

2. Item 4, "Bankruptcy" shall be deleted in its entirety, and the following Item 4 shall be substituted in lieu thereof:

> Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting "d", "j", "w" and the following new "d", "j", "w" shall be substituted in lieu thereof:

Provision	Selection in Franchise Agreement	Summary
d. Termination by you	None	Pursuant to New York General Business Law, the Franchisee may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by us	XII.A	XII.A. No assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligation under the Franchise Agreement.
w. Choice of law	XXII.A	XXII.A. The foregoing choice of law should not be considered as a waiver of any right conferred upon the Franchisor or the Franchisee by the General Business Law of the State of New York, Article 33.

4. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

5. Modifications that we make to our Manual as permitted by the Franchise Agreement will not impose an unreasonable economic burden on you.

6. Provisions of general releases are mentioned in this Disclosure Document and specified in the Franchise Agreement. These releases are limited by the following: all rights enjoyed by you and any cause of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and regulations issued under this law shall remain in force, it being the intent that the non-waiver provisions of the General Business Law of the State of New York, Sections 687.4 and 687.5 be satisfied.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Hertz System, Inc. shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

2. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the

North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-1 through 51-19-17, are met independently without reference to this Addendum to the Disclosure Document.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document for Hertz System, Inc. for use in the State of Rhode Island shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph at the end of the Item:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

**ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
<u>FOR THE STATE OF VIRGINIA</u>**

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code Ann. § 13.1-564, the Franchise Disclosure Document for Hertz System, Inc. for use in the State of Virginia shall be amended as follows:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him/her under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him/her under the franchise, that provision may not be enforceable.

ADDENDUM TO HERTZ SYSTEM, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for Hertz System, Inc. in connection with the offer and sale of franchises for use in the State of Washington shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

> The state of Washington has a statute, RCW 19.100.180, which may supersede the license agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the license agreement in your relationship with the franchisor including the areas of termination and renewal of your license.
>
> In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
>
> In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
>
> A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
>
> Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

2. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this addendum to the Disclosure Document.

Exhibit M

State-Specific Agreement Amendments

California Franchise Agreement Amendment

In recognition of the requirements of the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the parties to the attached Hertz System, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. If any of the provisions of the Agreement concerning termination and non-renewal of a franchise are inconsistent with either the California Franchise Relations Act or with the federal bankruptcy law (11 U.S.C. §101, et seq.) (concerning termination of the Agreement on certain bankruptcy-related events), then such laws will apply.

2. The Agreement requires that it be governed by Florida law. This requirement may be unenforceable under California law.

3. Franchisee must sign a general release if Franchisee renews or transfers Franchisee's franchise. California Corporations Code 31512 voids a waiver of Franchisee's rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of Franchisee's rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

4. Franchisee and Franchisor agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

5. To the extent this Amendment is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Amendment shall govern.

6. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law and California Franchise Relations Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this California Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________	HERTZ SYSTEM, INC.
FRANCHISEE	(FRANCHISOR)
WITNESS:______________________	BY:______________________
	TITLE:______________________
	ATTEST: ______________________

Hawaii Franchise Agreement Amendment

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev, Stat. §§ 482E, et seq., the parties to the attached Hertz System, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. Paragraphs II.B and XII.B of the Agreement each contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Hawaii Franchise Investment Law.

2. Paragraphs II, XII, and XIII of the Agreement as they relate to non-renewal, termination, and transfer are only applicable if they are not inconsistent with the Hawaii Franchise Investment Law. Otherwise, the Hawaii Franchise Investment Law will control.

3. Paragraph XIII.B of the Agreement permits Franchisor to terminate the Agreement on the bankruptcy of Franchisee. This Section may not be enforceable under federal bankruptcy law (11 U.S.C. §101, et seq.).

4. To the extent this Amendment is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Amendment shall govern.

5. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Hawaii Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:____________________	BY:____________________
	TITLE:____________________
	ATTEST:____________________

Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Hertz System, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. The following Paragraph B is added to Paragraph II of the Agreement, under the heading "Term and Renewal," and will be considered an integral part of the Agreement:

> B. If any of the provisions of this Paragraph II are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act will apply. If Franchisor refuses to renew this Agreement, Franchisor must compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. The following new Paragraph XIII.F is added to Paragraph XIII of the Agreement, under the heading "Default and Termination," and will be considered an integral part of the Agreement:

> F. If any of the provisions of this Paragraph XIII concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Paragraph XXII.E of the Agreement, under the heading "Governing Law," is replaced, in its entirety, by the following paragraph:

> E. Governing Law
>
> This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed exclusively under the laws of the State of Illinois (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Nothing in this Paragraph XXII.E is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Illinois to which it would not otherwise be subject.

4. Paragraph XXII.F of the Agreement, under the heading "Consent to Jurisdiction and Venue," is replaced, in its entirety, by the following paragraph:

> F. Consent to Jurisdiction and Venue
>
> The parties agree that any legal action brought by either party under this Agreement shall be brought within the judicial district in which Franchisor has its principal place of business at the time the action or proceeding is initiated, except with respect to claims arising under the Illinois Franchise Disclosure Act. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

5. The following new Paragraph XXII.K is added to Paragraph XXII of the Agreement, under the heading "Dispute Resolution," and will be considered an integral part of the Agreement:

> K. Nothing contained in this Paragraph will constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:______________________	BY:____________________________
	TITLE:__________________________
	ATTEST:_________________________

Indiana Franchise Agreement Amendment

In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2-2.5-1 through 23-2-2-2.5-51, the parties to the attached Hertz System, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. The Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under Indiana law.

2. Under Paragraph XVII.C of the Agreement, Franchisee will not be required to indemnify Franchisor for any liability imposed on Franchisor as a result of Franchisee's reliance on or use of procedures and materials which Franchisor required, if such procedures were utilized by Franchisee in the manner required by Franchisor.

3. Paragraphs II.B and XII.B of the Agreement each contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Each provision is inapplicable under the Indiana Deceptive Franchise Practices Law, IC § 23-2-2.7-1(5).

4. Paragraph XXII.C of the Agreement, under the heading "Arbitration," is amended to provide that arbitration between Franchisee and Franchisor will be conducted at a mutually agreed-on location.

5. Paragraph XXII.E of the Agreement, under the heading "Governing Law," is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

6. Nothing in the Agreement will abrogate or reduce any rights Franchisee has under Indiana law.

7. Franchisee and Franchisor agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

8. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act are met independently without reference to this Addendum.

9. To the extent this Amendment is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Indiana Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________	HERTZ SYSTEM, INC.
FRANCHISEE	(FRANCHISOR)
WITNESS:____________________	BY:_________________________
	TITLE:______________________
	ATTEST:_____________________

Maryland Franchise Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the parties to the attached Hertz System, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. Paragraph XII.B(3)(a) of the Agreement, under the heading "Transferability Of Interest," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> a. The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law;

2. Paragraph XXII.H shall be amended by adding the following:

> H. . . . Any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the grant of the franchise.

3. Paragraph XXIII of the Agreement, under the heading "Acknowledgments," shall be supplemented by the following Paragraph XXIII.G::

> G. The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

4. Paragraph XXII.F of the Agreement, under the heading "Consent to Jurisdiction and Venue," is supplemented by the following:

> F. . . . Notwithstanding the above, a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________	HERTZ SYSTEM, INC.
FRANCHISEE	(FRANCHISOR)
WITNESS:______________________	BY:______________________
	TITLE:______________________
	ATTEST:______________________

Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Hertz System, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. Paragraph VI of the Agreement, under the heading "Proprietary Marks," shall be amended by the addition of the following new Paragraph VI.D:

> D. Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), Franchisor is required to protect any rights Franchisee may have to Franchisor's Proprietary Marks.

2. Paragraph XII.B(3)(a) of the Agreement, under the heading "Transferability of Interest," shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in lieu thereof:

> XII.B(3)(a) The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. Paragraph XII of the Agreement, under the heading "Transferability of Interest," shall be supplemented by the addition of the following new Paragraph XII.B(4):

> (4) Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (Subd. 5) currently requires that consent to the transfer of the [franchise/franchise] may not be unreasonably withheld.

4. Paragraph XIII of the Agreement, under the heading "Default and Termination," shall be supplemented by the following new Paragraph XIII.F:

> F. Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (Subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

5. Paragraph XXII.E of the Agreement, under the heading "Governing Law," shall be deleted in their entirety and shall have no force or effect; and the following paragraphs shall be substituted in lieu thereof:

> E. Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that will cause it loss or obtaining specific performance, restraining orders, and preliminary injunctions.

6. Paragraph XXII of the Agreement, under the heading "Dispute Resolution", shall be supplemented by the following Paragraph XXII.K, which shall be considered an integral part of the Agreement:

> K. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

8. Notwithstanding anything to the contrary in this Agreement, in the event that a claim is brought pursuant to Minn. Stat. § 80C.17, that claim must be commenced no more than three (3) years after the cause of action accrues, pursuant to Minn. Stat. § 80C.17 (Subd. 5).

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:____________________	BY:________________________
	TITLE:______________________
	ATTEST:_____________________

New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Franchise Agreement (the "**Agreement**") agree as follows:

1. Paragraph XII.B(3)(a) of the Agreement, under the heading "Transferability of Interest," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> a. The transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, agents, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Paragraph XV.D of the Agreement, under the heading "Covenants," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> D. Franchisee acknowledges that Franchisee's violation of the terms of this Paragraph XV would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee accordingly agrees that Franchisor may seek an injunction prohibiting any conduct by Franchisee in violation of the terms of this Paragraph XV. Franchisor may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement or otherwise.

3. Paragraph XXII of the Agreement, under the heading "Dispute Resolution," shall be supplemented by the addition of the following new Paragraph XXII.K:

> K. Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by Franchisor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or the franchise will be opening in New York.

Franchisor is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:______________________	BY:__________________________
	TITLE:________________________
	ATTEST:______________________

North Dakota Franchise Agreement Amendment

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Franchise Agreement (the "**Agreement**") agree as follows:

1. The Agreement shall be amended by the addition of the following Paragraph XXV.

   XXV. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

2. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

   A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

   B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

   C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

   D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

   E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

   F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

   G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:______________________	BY:___________________________
	TITLE:_________________________
	ATTEST:_______________________

Rhode Island Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Franchise Agreement (the "**Agreement**") agree as follows:

1. Paragraphs II.B and XII.B of the Agreement each contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.

2. This Agreement requires that it be governed by Florida law. To the extent that such law conflicts with Rhode Island Franchise Investment Act, it is void under § 19-28.1-14.

3. Paragraph XXII.F of the Agreement, under the heading "Consent to Jurisdiction and Venue," will be amended by the addition of the following, which will be considered an integral part of this Agreement:

> F. § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

4. Franchisor and Franchisee agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

5. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

6. To the extent this Amendment is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:______________________	BY:______________________
	TITLE:______________________
	ATTEST:______________________

Washington Franchise Agreement Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Franchise Agreement (the "**Agreement**") agree as follows:

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

______________________________ FRANCHISEE	HERTZ SYSTEM, INC. (FRANCHISOR)
WITNESS:______________________	BY:______________________
	TITLE:____________________
	ATTEST:___________________

Exhibit N

Receipts

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Hertz offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting held to discuss the franchise sale or at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hertz does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows:

Robert M, Barton, Senior Vice President, Global Franchise Operations
The Hertz Corporation

8501 Williams Road,
Estero, Florida 33928
(239) 301-7000

Issuance Date: June 23, 2017

We authorize the agents listed in Exhibit K to receive service of process for us.

I have received a Disclosure Document dated June 23, 2017 that included the following Exhibits and other Attachments:

Exhibit A: Franchise Agreement
Exhibit B: Confidentiality Agreements
Exhibit B-1: Confidentiality Agreement (Prospective Franchisees)
Exhibit B-2: Confidentiality Agreement (Managerial Employees and Agents
Exhibit B-3: Confidentiality and Non-Competition Agreement (Officers, Directors and Managers of Operating Entity)
Exhibit C: Multiple Brand Franchising Addendum for New Franchisees
Exhibit D: Multiple Brand Franchising Addendum for Existing Franchisees
Exhibit E: Franchisee Rate Management Support – Master Services Agreement and Addenda
Exhibit E-1: Franchisee Rate Management Support – Master Services Agreement
Exhibit E-2 Rate Management Reporting Software Addendum
Exhibit E-3 Automated Rate Collection Addendum
Exhibit E-4 Automated Rate Recommendation and Placement Addendum
Exhibit E-5 Full Analyst Support Addendum
Exhibit F Guarantee of Performance
Exhibit G: Financial Statements
Exhibit H: List of Current and Former Franchisees
Exhibit I: Sample General Release Language
Exhibit J: List of Administrators
Exhibit K: Agents for Service of Process
Exhibit L: State-Specific Disclosure Addenda
Exhibit M: State-Specific Agreement Amendments
Exhibit N: Receipts

____
Date Received

____
Prospective Franchisee

____
Name (please print)

Address:____________________

____

(RETURN TO US)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Hertz offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting held to discuss the franchise sale or at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hertz does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows:

Robert M. Barton, Senior Vice President, Global Franchise Operations
The Hertz Corporation

8501 Williams Road,
Estero, Florida 33928
(239) 301-7000

Issuance Date: June 23, 2017

We authorize the agents listed in Exhibit K to receive service of process for us.

I have received a Disclosure Document dated June 23, 2017 that included the following Exhibits and other Attachments:

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- Exhibit E-5 Full Analyst Support Addendum

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Exhibit M: State-Specific Agreement Amendments
Exhibit N: Receipts

____
Date Received

____
Prospective Franchisee

____
Name (please print)

Address:______________________________

____

(RETAIN FOR YOUR RECORDS)