EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

In re:	)	
	)	
SIMPLY WHEELZ LLC, D/B/A	)	**CASE NO. 13-03332-ee**
ADVANTAGE RENT-A-CAR	)	**Chapter 11**
	)	
Debtor	)	
	)	

NOTICE OF FILING OF SETTLEMENT AGREEMENT AMONG
THE DEBTOR, THE HERTZ CORPORATION AND OTHER PARTIES
[Dkt. # 210]

COMES NOW Simply Wheelz LLC as debtor and debtor-in-possession (the "***Debtor***"), through its counsel, and files this *Notice of Filing of Settlement Agreement Among the Debtor, The Hertz Corporation and Other Parties*, pursuant to that certain *Expedited Motion of Debtor to Compromise and Settle Claims and Disputes Pursuant to Fed.R.Bankr.P. 9019* [Dkt. #210] (the "***Settlement Motion***") in which the Debtor sought to compromise and settle claims and disputes by, among and between the Debtor; Franchise Services of North America, Inc. ("***FSNA***"); The Hertz Corporation ("***Hertz***"); Thomas M. McDonnell III ("***McDonnell***"); and The Catalyst Capital Group ("***Catalyst***") (collectively, the "***Settling Parties***") pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "***Settlement Motion***").

As noted in footnote 1 to the Settlement Term Sheet filed as Exhibit A to the Settlement Motion:

"[1] The Settlement Term Sheet is nonbinding, for discussion purposes only and shall not be construed as a commitment of any kind to enter into a settlement of any kind. Further, any such settlement shall, in any event, be subject to (i) completion of, and the execution and delivery by all of the parties thereto of, final documentation (the "Settlement Agreement") in form and substance satisfactory to the Settling Parties which will be filed with the Court prior to the hearing on this Settlement Motion; and (ii) the entry of the Settlement Approval Order (as defined in the Settlement Term Sheet) that is final and no longer subject to appeal."

A copy of the executed Settlement Agreement between Debtor and The Hertz Corporation dated December 16, 2013 is attached hereto as Exhibit "A."

Dated: December 16, 2013.

SIMPLY WHEELZ LLC

By: *s/ Stephen W. Rosenblatt*

Stephen W. Rosenblatt (MB # 5676)
Christopher R. Maddux (MB # 100501)
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ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I certify that the foregoing pleading was filed electronically through the Court's ECF system and served electronically on all parties enlisted to receive service for this case, including the following persons:

Ronald H. McAlpin, Esq.
Assistant United States Trustee
501 East Court Street
Suite 6-430
Jackson, MS 39201
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Office of the United States Trustee
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United States Attorney's Office
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In addition, the 20 Largest Unsecured Creditors identified on the attached list will be served by United States Mail, posted pre-paid, at the address shown thereon, on December 17, 2013.

Dated: December 16, 2013.

/s/ Stephen W. Rosenblatt
STEPHEN W. ROSENBLATT

Exhibit "A"

Settlement Agreement

EXECUTION COPY

Settlement Agreement

This Settlement Agreement (this "Agreement"), dated as of December 16, 2013, is made and entered into by and among Simply Wheelz LLC, a Delaware limited liability company, as debtor and debtor-in-possession ("Debtor"), Franchise Services of North America, Inc., a Delaware corporation ("FSNA"), Thomas P. McDonnell III, individually ("McDonnell"), The Hertz Corporation, a Delaware corporation ("Hertz"), and The Catalyst Capital Group Inc., a Delaware corporation, on behalf of one or more funds managed by it and/or through certain affiliates, including the Purchaser (as defined in the Stalking Horse Agreement (as defined below)) and its designees, if any, under the Stalking Horse Agreement (collectively, the "Stalking Horse Buyer") (each a "Party" and together the "Parties").

Recitals

On November 5, 2013 (the "Petition Date"), Debtor filed a voluntary case (the "Bankruptcy Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court") and became a debtor and debtor in possession in the Bankruptcy Case. Debtor has filed that certain motion [Dkt. # 71] (the "Sale Motion")[1] with the Bankruptcy Court seeking entry of orders that would, among other things, (i) authorize it to sell substantially all of its assets and to assign certain of its executory contracts and unexpired leases pursuant to Sections 363 and 365 of the Bankruptcy Code (the "Purchased Assets," as further defined in the Sale Motion) and assign certain of its liabilities, in each case, at a closing (the "Transaction") to the Stalking Horse Buyer, which was selected by Debtor as the successful bidder at an auction of the Purchased Assets held on December 9, 2013 (the "Auction"), or another Qualified Bidder (as defined in the Bidding Procedures as hereinafter defined) who subsequently is approved by the Bankruptcy Court as the Prevailing Purchaser (as defined below), and (ii) approve the consummation of the Transaction. On November 22, 2013, the Bankruptcy Court entered that certain bidding procedures order [Dkt. # 109] (the "Bidding Procedures Order") which, among other things, approves the Bidding Procedures (as defined in the Bidding Procedures Order) and obligates any Qualified Bidder to be bound by the terms of this Agreement in place of the Stalking Horse Buyer by requiring that any Qualified Bid (as defined in the Bidding Procedures) contain a commitment for the Qualified Bidder to be bound by any settlement agreement by and between the Debtor, the Stalking Horse Buyer and other Parties, including FSNA and Hertz, that either is subject to a pending motion to compromise and settle pursuant to Bankruptcy Rule 9019 or has been approved by the Bankruptcy Court.

On December 10, 2013, the Parties executed a non-binding term sheet (the "Term Sheet") with respect to the settlement contemplated hereby. Promptly after the execution of the Term Sheet by the Parties, the Debtor (a) filed a motion to compromise and settle pursuant to Bankruptcy Rule 9019 [Dkt. # 210] (the "Settlement Motion") with the Bankruptcy Court, seeking approval of the Bankruptcy Court for the matters set forth therein and (b) provided a fully executed copy of the Term Sheet to the United States Federal Trade Commission ("FTC") for the purposes of seeking the FTC's consent that FSNA and/or the Debtor may need to sell the assets covered by the Transaction.

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[1] The Sale Motion is titled: *Motion, Pursuant to Bankruptcy Code Sections 105(a), 363, 365, 503 and 507, Bankruptcy Rules 2002, 3007, 6004, 6006, 9007 and 9014 for Entry of: (A) Order (I) Approving Bidding Procedures in Connection with Sale of Assets of Debtor, (II) Approving Form and Manner of Notice, (III) Scheduling Auction and Sale Hearing, (IV) Authorizing Procedures Governing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (V) Granting Related Relief; and (B) Order (I) Approving Purchase Agreement, (II) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (III) Granting Related Relief.*

For purposes of this Agreement, "Prevailing Purchaser" shall mean the purchaser (including any affiliates to which any Purchased Assets will be transferred) who submits the highest or otherwise best offer for the Purchased Assets who is approved by the Bankruptcy Court as the purchaser of the Purchased Assets, whether such purchaser is the Stalking Horse Buyer or another Qualified Bidder; provided, however, that any reference herein to "Prevailing Purchaser" with respect to any time period occurring or any matter requiring any action, approval, consent or waiver by the "Prevailing Purchaser", in each case, prior to the Bankruptcy Court's approval of a Qualified Bidder as the Prevailing Purchaser, shall mean the Stalking Horse Buyer; provided, further, that "Prevailing Purchaser" shall not include Avis Budget Group, Inc., Enterprise Rent-A-Car or any of their respective affiliates.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereby covenant and agree, subject to the entry of the Settlement Approval Order (as defined below) by the Bankruptcy Court, which order shall have become Effective (as defined below), as follows:

1.	**Bankruptcy Court Approval; FTC Approval;**	The effectiveness of this Agreement and the Releases (as defined below) shall be conditioned on the entry of an order by the Bankruptcy Court approving this Agreement and the Releases (the "Settlement Approval Order"), which order shall have become Effective in accordance with the terms of this Agreement. The Settlement Approval Order shall be deemed to be "Effective" (i) immediately upon the issuance of the Settlement Approval Order by the Bankruptcy Court so long as all objections, if any, in respect of this Agreement have been consensually resolved on or prior to the date on which the hearing on the Settlement Motion occurs or (ii) if any such objection has been overruled by the Bankruptcy Court, at the time the Settlement Approval Order becomes final and non-appealable. To effectuate the foregoing, the Settlement Approval Order shall provide for its immediate effectiveness and enforceability upon entry, and shall waive anything to the contrary in Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule or Local Rule or Rule 62(a) of the Federal Rules of Civil Procedure. For purposes of this Agreement, the "Effective Date" shall mean the date on which the Settlement Approval Order becomes Effective. Notwithstanding that the effectiveness of this Agreement and the Releases is conditioned upon the Settlement Approval Order becoming Effective, the Parties shall use their respective commercially reasonable best efforts to comply in good faith with the terms of this Agreement prior to the Effective Date. The Debtor shall use its commercially reasonable best efforts to cause the hearing on the Settlement Motion to be set on December 17, 2013 and to be heard prior to the Sale Motion. In addition, the Parties hereto will prepare, execute, deliver and

		file this Agreement with the Bankruptcy Court no later than December 16, 2013 and will deliver to the FTC, as soon as practicable thereafter, a copy of this Agreement.
2.	**Use of Vehicles; Payments; and Rebate**	Use of Vehicles Hertz and the Debtor are parties to (a) the Master Motor Vehicle Operating Sublease Agreement, dated as of December 12, 2012, as amended, between Hertz and Debtor (as amended, the "Sublease") and (b) the Master Motor Vehicle Operating Hawaii Lease Agreement, dated as of December 12, 2012, as amended, between Hertz and Debtor (as amended, the "Hawaii Lease" and together with the Sublease, the "Leases"). Solely for purposes of setting forth the predicate for the relief sought in Hertz's Motions (as hereinafter defined), Hertz contends: (1) as a result of certain monetary and non-monetary events of defaults (including without limitation the Debtor's failure to pay the monthly rental payment due October 1, 2013), arising under the Leases, Hertz terminated the Leases as of November 2, 2013, and (2) such termination of the Leases was valid and proper. Although the Debtor disputed these contentions, solely for the purpose of the settlement contemplated herein, Hertz and the Debtor will stipulate, effective on the Effective Date, that the Leases are deemed to be validly and properly terminated, but until the Effective Date, such parties reserve all rights with respect to such termination, including whether such termination was valid and proper. Notwithstanding the purported termination of the Leases or any other provision to the contrary in any agreements between Hertz and/or any affiliate thereof, on the one hand, and the Debtor and/or any affiliate thereof, on the other hand, and subject to the terms and conditions contained in this Agreement, Hertz will grant the Debtor (prior to the closing of the Transaction (the "Closing")) and the Prevailing Purchaser (from and after the Closing) the right to continue to use the vehicles that are subject to the Leases (the "Vehicles") in the ordinary course of its business, consistent with its past practices, and in accordance with Sections 2.2, 4.8, 4.12, 5, 6.1, 6.2, 7.0, 7.1, 8, 10, 13, 17, 23.14, 23.16 and 23.17 of the Leases, *mutatis mutandis* as if such provisions were set forth herein (the "Lease Provisions"), and as provided under clause (A) of Section 5 of this Agreement under the heading "Vehicles Damaged or That Suffer a Casualty on or after the Petition Date," until and including January 31, 2014 (such date, as may be extended pursuant to the immediately following proviso, the "Outside Date"); provided, however, that (A) if Debtor (or the Prevailing Purchaser on behalf of the Debtor or itself) provides written notice to Hertz on or before January 27, 2014 of its intention to extend such right, the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) may continue to use the Vehicles, subject to the terms and conditions contained in this Agreement, until February 28,

		2014, and (B) if (i) the Debtor (or the Prevailing Purchaser on behalf of the Debtor or itself) exercised its right to extend the Outside Date to February 28, 2014 pursuant to clause (A) above, (ii) the Transaction has closed on or before February 28, 2014, and (iii) the Prevailing Purchaser provides written notice to Hertz on or before February 25, 2014 of its intention to extend such right with respect to a specified number of Vehicles not to exceed 5,000 (the "March Vehicles"), the Prevailing Purchaser (from and after the Closing) may continue to use the March Vehicles, subject to the terms and conditions contained in this Agreement, until March 31, 2014; provided, further, that the right of the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) to use the Vehicles (other than On Rental Vehicles, as defined below) shall automatically terminate without any further action of Hertz, the Prevailing Purchaser or Debtor on the earliest to occur of: (A) the delivery of a written termination notice by Hertz based on the occurrence and continuance of an Event of Default (as defined below), (B) March 1, 2014, if the Transaction has not closed on or before February 28, 2014, and (C) the Outside Date (the date on which the first of the foregoing events occurs shall be referred to herein as the "Termination Date"), and the right of the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) to use On Rental Vehicles shall terminate on the day such Vehicle is returned to Debtor or the Prevailing Purchaser, as applicable. Immediately following the occurrence of the Termination Date, Debtor and/or the Prevailing Purchaser, as applicable, shall (x) cease and desist the rental of any of the Vehicles (other than the On Rental Vehicles and the Purchased Vehicles (as defined below)) and take all such Vehicles (other than the On Rental Vehicles and the Purchased Vehicles) out of service, (y) with respect to On Rental Vehicles, cease and desist the rental of any such Vehicles and take all such Vehicles out of service, in each case, immediately upon their return to Debtor or the Prevailing Purchaser, as applicable and (z) arrange for the Return to Hertz (as defined below) of all Vehicles (other than the Purchased Vehicles) in accordance with the provisions of Section 4 below. "On Rental Vehicle" shall mean, with respect to the applicable date of determination, a Vehicle that is subject to a rental or lease agreement in any form pursuant to which a third party is using such Vehicle as of such date. "Event of Default" shall mean (a) any failure by Debtor or the Prevailing Purchaser to make any payment when due to Hertz under the terms of this Agreement, (b) the failure of Debtor, FSNA, McDonnell or the Prevailing Purchaser to observe, comply with or perform (x) any covenant or agreement in favor of Hertz in any of the Releases to which Hertz is a party

		or (y) any of the following covenants or agreements in favor of Hertz in this Agreement: (i) the obligations of Debtor, FSNA, McDonnell and the Prevailing Purchaser under Section 1 hereof; and (ii) the Debtor's obligations to provide access to Hertz in respect of the Vehicles as provided under Section 6, (c) the failure of Debtor, FSNA, McDonnell or the Prevailing Purchaser to observe, comply with or perform any covenant or agreement in favor of Hertz in this Agreement (other than the covenants and agreements set forth in the foregoing clauses (a) and (b)(y)(i) and (ii)), which failure, individually or in the aggregate with any other such failure, is reasonably expected to result in losses, damages, costs, expenses and/or liabilities to Hertz or any of its affiliates in excess of $250,000, (d) the Debtor fails to maintain insurance in accordance with the Leases, (e) the failure of any of the following documents to remain in full force and effect: the asset purchase agreement of the Prevailing Purchaser or of any Back-Up Bidder (as defined in the Bidding Procedures), or, if applicable, of any other Qualified Bidder designated to be the Prevailing Purchaser pursuant to the Bidding Procedures; provided, however, that, with respect to clauses (a) through (e), such failure or termination is not fully cured by Debtor (or the Prevailing Purchaser on behalf of Debtor) or any other breaching Party (or the Prevailing Party on behalf of such breaching Party) within five (5) business days after the date written notice thereof is delivered by Hertz to Debtor, the Prevailing Purchaser and the other Parties to this Agreement, (f) the Debtor's DIP Facility (as defined in the DIP Order, as defined below) shall have been terminated prior to the Closing, unless the Debtor obtains a replacement DIP Facility within five (5) business days of the date of termination of the DIP Facility, or (g) the Bankruptcy Case is converted to a case under chapter 7 of the Bankruptcy Code prior to the Closing. With respect to any "Event of Default" by the Debtor or any other Party (other than Hertz), the Prevailing Purchaser shall have the right to cure any such default on behalf of the Debtor or such other breaching Party within the time periods specified herein. "Hertz Default" shall mean (a) any failure by Hertz to make any payment when due to the Prevailing Purchaser under the terms of this Agreement, (b) the failure of Hertz to observe, comply with or perform (x) any covenant or agreement in any of the Releases to which Hertz is a party or (y) any of the covenants or agreements in favor of Debtor, the Prevailing Purchaser or any other Party (other than Hertz) in this Agreement, provided such failure by Hertz under (a) or (b) above is not fully cured by Hertz within five (5) business days after the date written notice thereof is delivered to Hertz by the Debtor or the Prevailing Purchaser. Adequate Protection Payments

		In consideration for the continued use of the Vehicles as provided above, subject to the terms and conditions contained in this Agreement, the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) shall make payments to Hertz on the dates and in the amounts, as follows: i. On or before November 25, 2013, Debtor shall pay Hertz $4.0 million; ii. On or before December 16, 2013, Debtor shall pay to Hertz an amount equal to $4.0 million, *minus* $218 per Vehicle for each Vehicle that is Returned to Hertz after the Petition Date, but on or before November 30, 2013 (it being understood and acknowledged that as of November 4, 2013, Debtor was in possession of 18,811 Vehicles); iii. On or before January 3, 2014, the Debtor (if the Closing has not occurred) or the Prevailing Purchaser (if the Closing has occurred) shall pay to Hertz an amount equal to the sum of the following: (a) $4.0 million, *minus* $218 per Vehicle for each Vehicle Returned to Hertz after the Petition Date, but on or before December 31, 2013 (it being understood and acknowledged that as of November 4, 2013, Debtor was in possession of 18,811 Vehicles), (b) the aggregate amount of estimated non-fleet related costs payable for the month of January 2014 under any agreement between Hertz and/or any affiliate thereof, on the one hand, and the Debtor and any affiliate thereof, on the other hand, including fees payable under joint use agreements and similar agreements between Hertz and/or any affiliate thereof, on the one hand, and Debtor and/or any affiliate thereof, on the other hand, concessions, CFCs and amounts payable under the Hertz facility lease (collectively, "Non-Fleet Costs"), related to locations of Debtor to be acquired by the Prevailing Purchaser as specified in the Stalking Horse Agreement (as defined in the Bidding Procedures), the asset purchase agreement with any Back-Up Bidder, or, if applicable, the asset purchase agreement of any other Qualified Bidder designated to be the Prevailing Purchaser pursuant to the Bidding Procedures (the "Acquired Locations"), (c) the aggregate amount of estimated Non-Fleet Costs attributable to the locations of Debtor, other than the Acquired Locations (the "Excluded Locations"), and that are payable for the month of January 2014, (d) an amount equal to: (i) the product of the Net Book Value (as defined in the Leases) of the Vehicles (other than Vehicles which were Returned to Hertz on or before

			December 31, 2013) as of January 1, 2014 multiplied by six and a half percent (6.5%), divided by (ii) twelve (12) (the "January Fleet Interest Payment"), and (e) the aggregate amount of monthly vehicle processing fees of $30 per Vehicle in respect of the Vehicles (other than Vehicles which were Returned to Hertz on or before December 31, 2013) for the month of January 2014 (the "January Fleet Admin Charges");
		iv.	If on or before January 27, 2014 the Debtor or the Prevailing Purchaser on behalf of the Debtor or itself has exercised the right to extend the Outside Date to February 28, 2014 in accordance with the terms of this Agreement, the Debtor (if the Closing has not occurred) or the Prevailing Purchaser (if the Closing has occurred) shall pay to Hertz on or before February 1, 2014, an amount equal to the sum of the following: (a) $4.0 million, *minus* $218 per Vehicle for each Vehicle Returned to Hertz after the Petition Date, but on or before January 31, 2014 (it being understood and acknowledged that as of November 4, 2013, Debtor was in possession of 18,811 Vehicles), (b) the aggregate amount of estimated Non-Fleet Costs related to the Acquired Locations and that are payable for the month of February 2014, (c) the aggregate amount of estimated Non-Fleet Costs related to the Excluded Locations and that are payable for the month of February 2014, (d)) an amount equal to: (i) the product of the Net Book Value (as defined in the Leases) of the Vehicles (other than Vehicles which were Returned to Hertz on or before January 31, 2014) as of February 1, 2014 multiplied by six and a half percent (6.5%), divided by (ii) twelve (12) (the "February Fleet Interest Payment"), and (e) the aggregate amount of monthly vehicle processing fees of $30 per Vehicle in respect of the Vehicles (other than Vehicles which were Returned to Hertz on or before January 31, 2014) for the month of February 2014 (the "February Fleet Admin Charges"); and
		v.	If (x) the Debtor or the Prevailing Purchaser on behalf of the Debtor or itself has exercised the right to extend the Outside Date to February 28, 2014 in accordance with the terms of this Agreement, (y) the Transaction has closed on or before February 28, 2014, and (z) the Prevailing Purchaser has exercised its right to extend its right to use the March Vehicles through March 31, 2014 in accordance with the terms of this Agreement, the Prevailing Party shall pay to Hertz on or before March 1, 2014, an amount equal to the sum of the following: (a) $218 per March Vehicle that the

		Prevailing Purchaser has elected to use during the month of March, 2014, (b) an amount equal to: (i) the product of the Net Book Value (as defined in the Leases) of the March Vehicles multiplied by six and a half percent (6.5%), divided by (ii) twelve (12) (the "March Fleet Interest Payment"), and (c) the aggregate amount of monthly vehicle processing fees of $30 per March Vehicle (the "March Fleet Admin Charges"). In addition to the foregoing, Debtor or the Prevailing Purchaser, as applicable, shall pay, or caused to be paid, to Hertz the payments described in Section 5 below. A Vehicle shall be deemed to be "Returned to Hertz" on the earlier of the date on which such Vehicle is actually picked-up by an Auction Company (as defined below) or the second business day after the date on which the Debtor (and, after the Closing, the Debtor or the Prevailing Purchaser, as applicable) notifies Hertz and Manheim, Inc. ("Manheim"), Total Resource Auctions or a similar nationally recognized automobile auction company (each, an "Auction Company"), in each case, as requested by Debtor (and, after the Closing, the Debtor or the Prevailing Purchaser, as applicable) and approved by Hertz or otherwise selected by Hertz, in each case in its reasonable discretion (provided that Hertz acknowledges and agrees that Manheim and Total Resource Auctions are acceptable), that such Vehicle is available for pick-up (provided that (a) the Debtor (and, after the Closing, the Debtor or the Prevailing Purchaser, as applicable) (i) informs the Auction Company of the Vehicle's location, and (ii) makes such Vehicle available for pick-up by the applicable Auction Company, including by providing such Auction Company with access to the keys and other similar items for such Vehicle, and (b) for any Vehicle at a body shop or other third party service center or any other location, such Vehicle can be picked-up by the Auction Company peaceably and without payment of any kind). In connection with the Return to Hertz of Vehicles as provided in the immediately preceding sentence, Debtor (and, after the Closing, the Debtor or the Prevailing Purchaser, as applicable) shall provide written direction to the Auction Company that all instructions regarding the sale or other disposition of any such Vehicle are to be provided by Hertz and all proceeds from the sale or other disposition of such Vehicle are to be distributed to Hertz. Hertz shall be responsible for paying all costs and expenses of Manheim and/or any other Auction Company relating to the Return to Hertz of, and the sale and other disposition of, the Returned Vehicles. Rebate

		i. In the event the Closing occurs on or before February 28, 2014, and the Prevailing Purchaser has exercised its right to extend its right to use the March Vehicles through March 31, 2014 in accordance with the terms of this Agreement, then subject to the terms and conditions contained in this Agreement, Hertz shall pay to the Prevailing Purchaser on March 31, 2014, an amount equal to the sum of (A) the portion of the March Fleet Interest Payment attributable to the Purchased Vehicles, if any, and (B) the portion of the March Fleet Admin Charges attributable to the Purchased Vehicles, if any. ii. To the extent payable, the foregoing rebate payment obligation of Hertz shall not subject to any right of set-off, deduction, counterclaim or other offset (whether any such right is assertable against the Prevailing Purchaser, the Debtor, FSNA or otherwise), except that the purchase price payable by the Prevailing Purchaser for Purchased Vehicles may be reduced by a corresponding amount of such rebate payment, if any, and if any portion of the rebate payment, if any, remains payable to the Prevailing Purchaser after accounting for the foregoing reduction of the purchase price for Purchased Vehicles, such remaining portion of the rebate payment shall be paid in immediately available funds when due.
3.	**Replacement of Letters of Credit and Bonds**	From and after the Closing, the Prevailing Purchaser shall (a) use its commercially reasonable best efforts to replace as promptly as practicable each letter of credit, surety bond or other collateral (collectively, the "Collateral") that has been issued by or on behalf of Hertz or one of its affiliates for the sole benefit of the Advantage Rent A Car business and (b) indemnify and hold harmless Hertz for any out-of-pocket payment made by or on behalf of Hertz to a third party or any draw-down made by the holder of such Collateral, in each case, in respect of the Collateral. In the event the Prevailing Purchaser has not replaced all of the Collateral as of the date that is one hundred and eighty (180) calendar days after the Closing Date, the Prevailing Purchaser shall post cash collateral to Hertz in an amount equal to the face amount of the outstanding Collateral until such Collateral is replaced or expires in accordance with its terms; provided, however, that Hertz may, at any time, set off against any such cash collateral posted by the Prevailing Purchaser the aggregate amount of any out-of-pocket payment made by or on behalf of Hertz to a third party or any draw-down made by the holder of such Collateral.
4.	**Return to Hertz**	Return to Hertz of Vehicles:

	of Vehicles	Prior to the Termination Date, Debtor (prior to Closing) or the Prevailing Purchaser (from and after the Closing) shall Return to Hertz the Vehicles in an orderly manner, according to the following schedule: i. At least 1,000 Vehicles shall be Returned to Hertz on or before November 22, 2013; ii. At least an additional 1,000 Vehicles shall be Returned to Hertz on or before November 30, 2013; iii. At least an additional 1,000 Vehicles shall be Returned to Hertz on or before December 15, 2013; iv. At least an additional 1,000 Vehicles shall be Returned to Hertz on or before December 31, 2013; v. At least an additional 1,000 Vehicles shall be Returned to Hertz on or before January 15, 2014; and vi. At least an additional 1,000 Vehicles shall be Returned to Hertz on or before January 31, 2014. vii. All remaining Vehicles other than the March Vehicles, if any, shall be Returned to Hertz on or before February 28, 2014. The number of Vehicles to be Returned to Hertz listed in this Section 4 shall be cumulative so that any Vehicles returned in excess of the minimum number required for any specified period in subsections (i) – (vi) above shall be counted as Vehicles Returned to Hertz for the next succeeding period(s). Hertz shall be responsible for paying all costs and expenses of Manheim and/or any other Auction Company relating to the Return to Hertz of, and the sale and other disposition of, the Vehicles Returned to Hertz. Return to Hertz of Vehicles After the Termination Date: Debtor (prior to Closing) or the Prevailing Purchaser (from and after the Closing) shall Return to Hertz all Vehicles (other than the Purchased Vehicles, if any) within six (6) business days after the Termination Date, or in the case of On Rental Vehicles, subject to the Prevailing Purchaser's obligation to purchase any such On Rental Vehicles that are not Returned to Hertz on or before the fifteenth (15^{th}) business day after the Penalty Commencement Date (as defined below) as set forth herein, within six (6) business days after the date such Vehicles are returned to the Debtor or the Prevailing Purchaser, as applicable. Without limiting the foregoing, from and after the Termination Date, Debtor (prior to Closing) or the Prevailing

		Purchaser (from and after the Closing) shall (a) allow Hertz, its affiliates, employees and agents, including the Auction Companies, without unreasonable interference with the operations of the Debtor or Prevailing Purchaser, to peaceably enter upon their premises and other premises where any Vehicles may be located (other than premises where only Purchased Vehicles, if any, are located) and to remain on such premises to take possession of such Vehicles (other than the Purchased Vehicles, if any) and thereafter hold, possess and enjoy the same free from any right of Debtor, the Prevailing Purchaser or their respective successors or assigns, and (b) cooperate with Hertz to effectuate the Return to Hertz of the Vehicles (other than the Purchased Vehicles, if any) to Hertz or its designee, which shall include the following: i. Providing a primary point of contact for this process as well as a contact at each of the rental locations of Debtor and the Prevailing Purchaser; ii. Providing a list of all idle Vehicles, other than Purchased Vehicles, if any (including vehicle information and where such Vehicle can be retrieved). This list should be comprehensive and include Vehicles at mechanical/body vendors, Auction Companies and other third parties; iii. Providing a list of all On Rental Vehicles (other than Purchased Vehicles, if any) as of the Termination Date, including customer contact information and date and location of anticipated return; iv. Transferring possession to Hertz or its designee at the earliest practicable time all items, including keys, floor mats, manuals, and other similar materials relating to the Vehicles then in the possession or under the control of the Debtor or the Prevailing Purchaser; and v. Not taking any action, directly or indirectly, to remove fuel from any Vehicle before Returning to Hertz such Vehicle. Notwithstanding anything in this Agreement to the contrary, in the event the Closing of the Transaction occurs, (a) to the extent Debtor (prior to Closing) or the Prevailing Purchaser (from and after the Closing) fails to Return to Hertz any Vehicle, including any On Rental Vehicle that is not a March Vehicle, but excluding any March Vehicle (the "February Return Vehicles"), on or before March 7, 2014 (the "February Penalty Commencement Date"), then the Prevailing Purchaser shall pay to Hertz $8 per day for each day after the February Penalty Commencement Date in respect of each February

		Return Vehicle until the date such February Return Vehicle is Returned to Hertz and with respect to any February Return Vehicle that is not Returned to Hertz on or before March 28, 2014 (each, a "February Purchased Vehicle"), the Prevailing Purchaser shall be required to purchase each February Purchased Vehicle from Hertz or its applicable affiliate, free and clear of all liens and claims caused by Hertz to arise in respect of such February Purchased Vehicle, with such purchase to occur on or before April 2, 2014, and (b) to the extent the Prevailing Purchaser fails to Return to Hertz any March Vehicle, including any On Rental Vehicle that is not a Purchased Vehicle, but excluding any Purchased Vehicle (the "March Return Vehicles"), on or before April 7, 2014 (the "March Penalty Commencement Date"), then the Prevailing Purchaser shall pay to Hertz $8 per day for each day after the March Penalty Commencement Date in respect of each March Return Vehicle until the date such March Return Vehicle is Returned to Hertz, and with respect to any March Return Vehicle that is not Returned to Hertz on or before April 28, 2014 (each, a "March Purchased Vehicle"), the Prevailing Purchaser shall be required to purchase each March Purchased Vehicle from Hertz or its applicable affiliate, free and clear of all liens and claims caused by Hertz to arise in respect of such March Purchased Vehicle, with such purchase to occur on or before May 1, 2014. The purchase price for the February Purchased Vehicles shall be the Wholesale Fair Market Value (as defined below) as of February 28, 2014 of the February Purchased Vehicles. The purchase price for the March Purchased Vehicles shall be the Wholesale Fair Market Value as of March 31, 2014 of the March Purchased Vehicles. In the event that the Prevailing Purchaser becomes obligated to purchase February Purchased Vehicles and/or March Purchased Vehicles, the Prevailing Purchaser and Hertz shall jointly request Manheim to prepare one or more reports listing, as applicable, the Wholesale Fair Market Value of the February Purchased Vehicles as of February 28, 2014 and the Wholesale Fair Market Value of the March Purchased Vehicles as of March 31, 2014. With respect to such reports, the Prevailing Purchaser and Hertz shall cooperate and provide information in the same manner contemplated by Section 6 with respect to Purchased Vehicles, in each case to enable Manheim to prepare and deliver the applicable report on the day before the applicable purchase date. With respect to each February Return Vehicle, beginning on March 1, 2014 and ending on the earlier of (i) the date such February Return Vehicle is Returned to Hertz and (ii) the date such February Return Vehicle is purchased by the Prevailing Purchaser, the Debtor and/or the Prevailing Purchaser, as applicable, shall (x) cease and desist the rental of any such February Return Vehicle (other than February Return Vehicles

		that then constitute On Rental Vehicles) and take all such February Return Vehicles (other than the February Return Vehicles that then constitute On Rental Vehicles) out of service, and (y) with respect to February Return Vehicles that then constitute On Rental Vehicles, cease and desist the rental of any such February Return Vehicles and take all such February Return Vehicles out of service, in each case, immediately upon their return to Debtor or the Prevailing Purchaser, as applicable. From the Termination Date until all Vehicles are Returned to Hertz or purchased by the Prevailing Purchaser pursuant to the terms and subject to the conditions of this Agreement, the Debtor and, from and after the Closing, the Prevailing Purchaser shall hold any such unreturned or unpurchased Vehicles subject to, and in accordance with, the Lease Provisions and the terms of this Agreement.
5.	**Damaged Vehicles & Salvaged Vehicles**	<u>Vehicles Damaged or That Have Suffered a Casualty Prior to the Petition Date</u>: (A) Debtor, in its discretion, may repair or Return to Hertz any Vehicles that were damaged prior to the Petition Date. In the event Debtor elects to Return to Hertz any such Vehicle, Hertz shall be entitled to receive all proceeds from the sale or other disposition of each such Vehicle and Debtor shall assign to Hertz or its designee all subrogation rights held by Debtor in respect of such Vehicle, including subrogation rights against Debtor's customer's insurance carrier, and upon compliance with the foregoing, the Debtor shall have no further liability to Hertz in respect of such Vehicle Returned to Hertz. (B) Each Vehicle that suffered a Casualty (as defined below) prior to the Petition Date, to the extent in the possession or control of the Debtor, shall be immediately Returned to Hertz. If Debtor has not done so already, promptly after the date of this Agreement, Debtor shall provide written instructions to each applicable Auction Company to take direction from Hertz in respect of the sale of each such Vehicle. Hertz shall be entitled to receive all proceeds from the sale or other disposition of each such Vehicle and Debtor shall assign to Hertz or its designee all subrogation rights held by Debtor in respect of such Vehicle, including subrogation rights against Debtor's customer's insurance carrier, and upon compliance with the foregoing, the Debtor shall have no further liability to Hertz in respect of such Vehicle Returned to Hertz. <u>Vehicles Damaged or That Suffer a Casualty on or after the Petition Date</u>: (A) With respect to Vehicles that are damaged on or after the Petition Date, Debtor (prior to the Closing) and the Prevailing Purchaser (from and after the Closing) shall repair such

		damage in the ordinary course of business, consistent with its past practices. (B) With respect to Vehicles that suffer a Casualty on or after the Petition Date, Debtor (prior to the Closing) and the Prevailing Purchaser (from and after the Closing) shall promptly (and in any event within ten (10) business days after the date such Casualty occurs) (i) notify Hertz of such Casualty and (ii) purchase from Hertz or its applicable affiliate each such Vehicle, free and clear of all liens and claims caused by Hertz to arise in respect of such Vehicle. The purchase price for all such Vehicles shall be their respective Wholesale Fair Market Value (as defined herein) as of the date that such Casualty occurred, which shall be paid by Debtor or Prevailing Purchaser, as applicable, in cash as of the date such notification is provided to Hertz. Any Vehicle that suffers a Casualty on or after the Petition Date that is purchased from Hertz shall be deemed to be a Vehicle Returned to Hertz for purposes of calculating the Debtor's and the Prevailing Purchaser's payment obligations under Section 2 for December 2013 and each month thereafter. "Casualty" shall mean, with respect to any Vehicle, that (a) such Vehicle is destroyed, seized or otherwise rendered permanently unfit or unavailable for use, or (b) such Vehicle is lost or stolen and is not recovered for 30 calendar days following the loss or theft thereof.
6.	**Vehicle Purchase Option**	During the period commencing on March 11, 2014 and ending on March 24, 2014 (the "Purchase Option Period"), the Prevailing Purchaser shall have an option (the "Purchase Option") to purchase, free and clear of all liens and claims caused by Hertz to arise in respect of such March Vehicles, from Hertz or its applicable affiliate any of the March Vehicles then in use by the Prevailing Purchaser, as determined by the Prevailing Purchaser in its sole discretion. To exercise the Purchase Option, the Prevailing Purchaser shall deliver written notice to Hertz during (and prior to the expiration of) the Purchase Option Period, which notice shall state that the Prevailing Purchaser is exercising the Purchase Option. As promptly as possible after the Prevailing Purchaser delivers such notice to Hertz (and in any event, not more than two (2) business days thereafter), the Prevailing Purchaser and Hertz shall jointly request Manheim to prepare a report (as such report may be updated as provided in this Agreement, the "Manheim Report") listing the Wholesale Fair Market Value of all March Vehicles (assuming an average condition of all Vehicles) then in the possession or control of the Prevailing Purchaser, including On Rental Vehicles, and the Prevailing Purchaser shall provide Hertz and Manheim with a listing, as of the most recent practicable date, of each March Vehicle's

		vehicle identification number, location, make, model and color, age, and then current mileage. The Prevailing Purchaser shall bear all costs and expenses related to the Manheim Report. "Wholesale Fair Market Value" shall mean, with respect to each Vehicle, (x) the wholesale fair market value of such Vehicle as of the date of valuation, as determined by Manheim, and (y) if Manheim is unable to determine the wholesale fair market value of such Vehicle, the Black Book average wholesale value of such Vehicle (assuming an average condition of all Vehicles) as of the date of valuation. The Prevailing Purchaser, Debtor and FSNA agree to provide any other information in their possession or control that is reasonably requested by Manheim in order for Manheim to determine the Wholesale Fair Market Value of the March Vehicles. The Prevailing Purchaser, Debtor, FSNA and Hertz shall each use its commercially reasonable best efforts to cause Manheim to deliver to each of them the Manheim Report no earlier than March 24, 2014 and no later than March 26, 2014. No later than 5:00 p.m. New York City time on March 28, 2014, the Prevailing Purchaser shall provide written notice, which notice shall thereafter be a valid and binding commitment of the Prevailing Purchaser, to Hertz listing each March Vehicle the Prevailing Purchaser wishes to purchase (the "Purchased Vehicles") and the Wholesale Fair Market Value of each such March Vehicle as set forth in the Manheim Report. The purchase price for the Purchased Vehicles shall be the aggregate Wholesale Fair Market Value of the Purchased Vehicles as set forth in the Manheim Report. At all times on and prior to March 31, 2014, after reasonable advance notice to the Prevailing Purchaser, Hertz shall have the right to inspect, and Debtor shall provide Hertz with access to, all March Vehicles during normal business hours; provided that Hertz shall not exercise this inspection right in any manner that unreasonably interferes with the operation of the Prevailing Purchaser's business. Based on its inspection, Hertz shall have the right to correct any of the information provided to Manheim in respect of any such March Vehicle to the extent such information is inaccurate, and shall have the right to cause Manheim to issue an updated Wholesale Fair Market Value for such March Vehicle reflecting any such corrected information. The Prevailing Purchaser and Hertz shall consummate the purchase and sale of the Purchased Vehicles on March 31, 2014. The Prevailing Purchaser acknowledges and agrees that any Vehicles purchased by it pursuant to this Agreement are sold

		on an "as is" basis, without any warranty or covenant with respect to merchantability, condition, quality, durability or suitability of such purchased Vehicles.
7.	**Locations; Rejection of Certain Contracts**	Locations During the period commencing on the Effective Date and ending on the date that is not more than 180 calendar days after the Closing Date, Hertz, the Debtor and the Prevailing Purchaser shall reasonably cooperate with each other to amend or modify the Shared Facility Agreements (as defined below), without modifying the economic or noneconomic terms to the detriment of Debtor or the Prevailing Purchaser or without modifying the economic or noneconomic terms to the detriment of Hertz or any of its affiliates, so that such agreements become direct between Debtor or, upon the Closing, the Prevailing Purchaser, as applicable, on the one hand, and the appropriate third-party (other than Hertz or one of its affiliates), on the other hand, which amendment or modification is intended to facilitate the Prevailing Purchaser's desire to operate the applicable location independently of Hertz and its affiliates. In addition, one Shared Facility Agreement shall be modified in the manner described in Section 9 below. The Prevailing Purchaser shall pay all reasonable out-of-pocket costs and expenses arising from or related to the foregoing. "Shared Facility Agreements" means those subconcession agreements, joint use agreements, master services agreements, service center/QTA agreements, leases or subleases and other applicable agreements relating to the Debtor's operations at the applicable airport, in each case, between Hertz and/or any affiliate thereof, on the one hand, and Debtor or FSNA, on the other hand, which agreements and leases/subleases may be assumed by the Debtor and/or assigned to the Prevailing Purchaser. Prohibition Against Assignment of Certain Executory Contracts Except for the Hertz Subconcession Agreements (as defined below), the Debtor shall be prohibited from assuming and assigning to any person or entity (other than the Prevailing Purchaser), and as promptly as practicable after the Closing shall reject, any and all joint use agreements, master services agreements, service center/QTA agreements, leases, subleases and other applicable agreements that (i) are between Debtor, on the one hand, and Hertz or one of its affiliates, on the other hand, or (ii) were previously assigned by Hertz or one of its affiliates to the Debtor, in each case, that that are not assumed by Debtor and assigned to the Prevailing Purchaser in connection with the Closing. Excluded Concession Agreements

		Subject to the terms and conditions of this Agreement, Debtor may sell Excluded Concession Agreements (as defined below) at a public auction or private sale, in each case, in accordance with the applicable provisions of the Bankruptcy Code; provided, however, that (i) any purchaser (other than the Prevailing Purchaser) of any Excluded Concession Agreement shall be obligated to pay all cure costs associated with such Excluded Concession Agreement and (ii) in the case of any Excluded Concession Agreement constituting a Hertz Subconcession Agreement, the Debtor may not, directly or indirectly, sell, or market for sale, any such Excluded Concession Agreement prior to the Closing. In addition, any Hertz Subconcession Agreement that is not sold by the Debtor within 120 days after the Closing Date shall be rejected by the Debtor no later than the first business day after the expiration of such 120-day period. In the event the Debtor elects to sell any Excluded Concession Agreements at a public auction or a private sale involving a competitive bidding process where each bidder has the opportunity to top any other bidder as many times at it may desire pursuant to reasonable bidding procedures (which, for the avoidance of doubt, does not include a sealed bid competitive bidding process) (a "Competitive Bidding Private Sale"), the Debtor agrees that Hertz shall have full rights to participate in such public auction or such Competitive Bidding Private Sale and to consummate any such purchase and sale in the event Hertz is the winning bidder. In the event the Debtor elects to sell any Excluded Concession Agreement in a private sale not constituting a Competitive Bidding Private Sale (a "Non-Competitive Bidding Private Sale"), the Debtor hereby grants Hertz an unconditional and irrevocable right of first refusal, which may be exercised the sole discretion of Hertz, to purchase all but not less than all of the Excluded Concession Agreements that are the subject of such Non-Competitive Bidding Private Sale (the "Right of First Refusal"). Within one (1) business day after the Debtor receives or obtains a Commitment to Purchase (as defined below) one or more Excluded Concession Agreements at a Non-Competitive Bidding Private Sale, the Debtor shall deliver to Hertz written notice (the "Excluded Concessions Notice"), which notice shall include the material terms and conditions (including price, the form of consideration and any conditions to the consummation of such purchase) of the Commitment to Purchase, the list of Excluded Concession Agreements proposed to be purchased pursuant to the Commitment to Purchase, the identity of the party making the Commitment to Purchase and the intended date to consummate the Commitment to Purchase. To exercise its Right of First Refusal, Hertz shall deliver written notice of such exercise (the "Exercise Notice") to the Debtor within five (5) business days

		after the delivery of the Excluded Concessions Notice to Hertz,. In the event Hertz exercises its Right of First Refusal, the terms and conditions of the purchase of the Excluded Concession Agreement(s) subject to such Exercise Notice by Hertz shall be substantially similar to (and in any event, no less favorable to the Debtor than) those contained in the applicable Commitment to Purchase, (ii) Debtor shall sell, transfer and convey to Hertz (or its designee) all Excluded Concession Agreements that are the subject of the Commitment to Purchase, which sale, transfer and conveyance shall be free and clear of all liens, claims and encumbrances of any nature whatsoever (to the extent required or contemplated in the Commitment to Purchase), and (iii) the closing of the purchase of all such Excluded Concession Agreements pursuant to its Right of First Refusal shall take place within two (2) business days of the date Hertz timely delivers the Exercise Notice to the Debtor, or such other date as may be mutually agreed to in writing by the Debtor and Hertz. If Hertz delivers a timely Exercise Notice with respect to the Excluded Concession Agreements that are the subject of the applicable Commitment to Purchase but fails, for any reason not caused by the Debtor, to consummate the purchase of all such Excluded Concession Agreements within the two business period specified above, then Hertz shall immediately pay the Debtor, as liquidated damages, 25% of the purchase price set forth in such Commitment to Purchase, and the Debtor shall be entitled to consummate the sale of such Excluded Concession Agreements on any terms and conditions to any person or entity and shall be entitled to retain all of the proceeds therefrom. If Hertz does not deliver a timely Exercise Notice with respect to the Excluded Concession Agreements that are the subject of the applicable Commitment to Purchase, the Debtor shall be free to sell such Excluded Concession Agreement(s) only if such sale is consummated on terms and conditions set forth in the applicable Commitment to Purchase, it being understood and agreed that any such sale shall be consummated within forty (40) business days after the date the Excluded Concessions Notice was received by Hertz and if such sale is not consummated within such forty-business day period, such Excluded Concession Agreement shall once again become subject to the Right of First Refusal on the terms set forth herein. Debtor acknowledges and agrees that it shall not sell, transfer or otherwise convey any Excluded Concession Agreement to any person or entity pursuant to a Non-Competitive Bidding Private Sale, except in accordance with the terms of this Section 7 and any purported sale, transfer or other conveyance of any Excluded Concession Agreement that is not made in accordance with the terms of this Section 7 shall be null and void *ab initio*. "Excluded Concession Agreements" means, collectively, all

		airport concession agreements, airport subconcession agreements, airport access agreements and similar agreements, contracts and arrangements between Debtor, on the one hand, and any third-party (including (x) any airport authority or other similar governmental or quasi-governmental entity, and (y) Hertz or any of its affiliates, but in the case of Hertz and its affiliates, only with respect to those agreements, arrangements or contracts that represent a subconcession, sublease or similar contractual arrangement pursuant to which Hertz or its affiliates provide the Debtor with the benefit of a contractual arrangement with any airport authority or other similar governmental or quasi-governmental entity (collectively, the "Hertz Subconcession Agreements")) on the other hand, that are not purchased by the Prevailing Purchaser pursuant to the asset purchase agreement among the Debtor, FSNA and such Prevailing Purchaser. "Commitment to Purchase" means a written bona fide firm commitment to purchase from the Debtor one or more Excluded Concession Agreements made by a reputable third-party (other than Hertz or any of its affiliates); provided, that any written bona fide firm commitment to purchase that is subject to any type of financing contingency shall not be deemed to be a "Commitment to Purchase."
8.	**Certain Assets and Liabilities of FSNA**	Subject to the occurrence of the Effective Date, (i) upon the conclusion of the Auction, FSNA agrees to execute and deliver the Stalking Horse Agreement or other asset purchase agreement of the Prevailing Purchaser containing provisions no more unfavorable to FSNA than those in the Stalking Horse Agreement, (ii) at the Closing, FSNA shall transfer to the Prevailing Purchaser (x) all of its right, title and interest in and to the FSNA Purchased Assets (as defined in the Stalking Horse Agreement or the asset purchase agreement of the Prevailing Purchaser provided that such definition is no more unfavorable to FSNA than that in the Stalking Horse Agreement) and (y) all of the FSNA Assumed Liabilities (as defined in the Stalking Horse Agreement), in each case, on the terms and conditions set forth in the Stalking Horse Agreement or the asset purchase agreement with the Prevailing Purchaser; provided that such definition is no more unfavorable to FSNA than that in the Stalking Horse Agreement, and (iii) shall use commercially reasonable best efforts in furtherance of and to otherwise effectuate the consummation of the Transaction. As consideration for the aforesaid transfers, all intercompany payables owed by FSNA to the Debtor shall be cancelled as of the Closing Date.
9.	**Termination of Certain Contracts;**	Termination of Certain Contracts: As of the Effective Date, and except as set forth below, (i) the Amended and Restated Purchase Agreement, dated as of

	Support Payment; and On-Airport Obligations	December 10, 2012 (as amended, the "Purchase Agreement"), between FSNA (as successor to Adreca Holdings Corp.) and Hertz, and (ii) the Support Agreement, dated as of December 12, 2012 (the "Support Agreement"), between FSNA (as successor to Adreca Holdings Corp.) and Hertz shall be terminated (the "Terminations") without any further liability to Hertz, the Debtor or the Prevailing Purchaser except as set forth in the immediately following sentence. Notwithstanding the foregoing Terminations, Sections 5.3(b), 5.3(d), 5.10, 5.31(b) and 9.2 (solely with respect to any Third Party Claim (as defined in the Purchase Agreement) for which Hertz has assumed the defense of such Third Party Claim in accordance with Section 9.5(b) of the Purchase Agreement) of the Purchase Agreement as well as the related indemnification obligations of Hertz under the Purchase Agreement in respect of the foregoing Sections shall survive the Terminations in accordance with their terms and will continue to apply as if such provisions were a part of this Agreement, with the Prevailing Purchaser representing the "Buyer" for purposes of such provisions. In consideration of the Terminations, at Closing, Hertz shall pay to the Prevailing Purchaser $2.75 million (the "Support Payment"), which payment shall be in full satisfaction of all monetary obligations of Hertz and its affiliates arising under the Purchase Agreement and Support Agreement, and shall be paid at Closing and shall not be subject to any right of set-off, deduction, counterclaim or other offset (whether any such right is assertable against the Prevailing Purchaser, the Debtor, FSNA or otherwise). On-Airport Obligations: (a) Unless otherwise specified in the asset purchase agreement among the Debtor, FSNA and the Prevailing Purchaser, the Debtor shall assume and assign to the Prevailing Purchaser all Shared Facility Agreements. In addition, at the Closing, the term of the Shared Facility Agreement for Chicago O'Hare as set forth on Exhibit A hereto shall be extended for the benefit of the Debtor and the Prevailing Purchaser on the terms as set forth on Exhibit A. (b) With respect to each Shared Facility Agreement that is assumed and assigned by the Debtor to the Prevailing Purchaser, none of the prepetition amounts owing thereunder (including, without limitation, any prepetition concession fees paid by Hertz on behalf of the Debtor, any prepetition rent, and any prepetition CFCs) to Hertz and/or any applicable affiliate thereof and other prepetition defaults thereunder shall be required to be cured or otherwise paid, satisfied or performed as a precondition to or otherwise with

		respect to the assumption and assignment of any such Shared Facility Agreement, and all such prepetition amounts and other prepetition defaults shall be deemed waived and unenforceable as against the Prevailing Purchaser (provided that Hertz and/or any applicable affiliate shall retain any prepetition unsecured claim in respect of such prepetition amounts or other prepetition defaults, and such claims may only be brought against the Debtor). For avoidance of doubt, the Debtor, prior to Closing, and the Prevailing Purchaser, on and after the Closing (in the case of the Prevailing Purchaser, solely with respect to any Shared Facility Agreement assumed and assigned by the Debtor to the Prevailing Purchaser) shall be obligated to pay any post-petition amounts and to comply with the other post-petition obligations (other than cross-default provisions) under each Shared Facility Agreement, in each case, to the extent such amounts and obligations relate to a post-petition time period. (c) For the period commencing on the date the Settlement Motion is filed and ending on the date that is the first anniversary of the Closing Date, Hertz shall use its commercially reasonable best efforts to obtain, on behalf of the Debtor and the Prevailing Purchaser, on-airport automobile rental concessions for (a) Baltimore Washington International Thurgood Marshall Airport, (b) LaGuardia Airport, (c) John F. Kennedy International Airport and (d) Newark Liberty International Airport. Such commercially reasonable best efforts shall include (i) commercially reasonable best efforts to obtain regulatory approval of, and upon obtaining such approval, entering into, subconcessions in favor of the Prevailing Purchaser or the Debtor, for the benefit of the Debtor and the Prevailing Purchaser, a portion of the existing on-airport rental concessions of Hertz or any affiliate thereof (with respect to Baltimore Washington International Thurgood Marshall Airport, the "Seller-Controlled Concession" as described in that Second Closing Airport Staging Letter from Hertz dated February 12, 2013), and (ii) the assignment of an entire concession agreement if that is the only way that the applicable airport authority will allow the Prevailing Purchaser to operate on airport, (iii) commercially reasonable best efforts, in coordination with the Debtor and the Prevailing Purchaser, to schedule and participate in meetings with appropriate representatives of Hertz, Debtor, the Prevailing Purchaser and the airport authorities and any governing body, to discuss and obtain airport authority and/or governing body support for the

		granting of on-airport concessions or subconcessions to the Prevailing Purchaser or to Debtor, for the benefit of the Debtor and the Prevailing Purchaser, and (iv) commercially reasonable best efforts to provide Debtor, the Prevailing Purchaser, the airport authorities and any governing body, with any information or documents reasonably requested by any of those persons or entities in connection with the proposed granting of on-airport concessions or subconcessions to the Prevailing Purchaser or to Debtor, for the benefit of Debtor and the Prevailing Purchaser. Notwithstanding anything herein to the contrary, commercially reasonable best efforts shall not require Hertz to pay any additional support payments or any other out of pocket amounts, other than incidental costs in attending meetings or providing information and documents and other than as contemplated by the agreements described in the next sentence. The form of the assignment agreements, subconcession agreements, joint use agreements, exit booth agreements and other applicable ancillary agreements to be entered into between Hertz and the Prevailing Purchaser or Debtor in the event the foregoing on-airport concession or subconcession agreements are executed are attached hereto as Exhibits B-1 to B-9. Hertz and the Prevailing Purchaser or Debtor shall execute and deliver all such agreements substantially in the forms attached hereto as Exhibits B-1 to B-9 concurrently with the execution and delivery of the applicable on-airport concession or subconcession agreements. (d) Promptly after the Effective Date, the Debtor and Hertz shall execute and deliver the Joint Use Agreement for Orange County substantially in the form attached hereto as Exhibits B-10.
10.	**Standstill**	Hertz's Bankruptcy Court Motions: Hertz has filed with the Bankruptcy Court the following motions [Dkt. # 164 and 238] (collectively, the "Motions"): i. A motion seeking entry of an order (a) lifting the automatic stay pursuant to sections 105 and 362(d) of the Bankruptcy Code and Bankruptcy Rule 4001, to the extent necessary to permit Hertz to (i) retrieve the Vehicles from the Debtor and (ii) retrieve any and all property of Hertz necessary for Hertz's use or operation of the Vehicles, including but not limited to any electronic keys, documentation or other records; (b) directing the Debtor to deliver possession immediately to Hertz of all the Vehicles and any and

		all property of Hertz necessary for Hertz's use or operation of the Vehicles; and (c) requiring the Debtor to account for, segregate and turn over any funds constituting proceeds of sale of Hertz's property or from insurance proceeds of Hertz's property obtained by the Debtor subsequent to the entry of the order granting the relief requested in the Motions; and ii. A motion seeking entry of an order compelling the Debtor pursuant to section 365(d)(2) of the Bankruptcy Code to assume or reject the all subconcession agreements, joint use agreements, master services agreements, service center/QTA agreements, leases, subleases and other applicable agreements relating to the Debtor's operations, in each case, between Hertz and/or any affiliate thereof, on the one hand, and Debtor, on the other hand, within three (3) business days of the date such order is entered. Standstill: Notwithstanding the filing of the Motions, for the period commencing on the Effective Date and ending on the Termination Date, Hertz shall not, and shall cause its affiliates not to, (a) take any actions to take possession of any of the Vehicles, other than the Return to Hertz of Vehicles contemplated under Section 4 or Section 5 above, (b) set a hearing for any of the Motions or otherwise pursue the Motions in the Bankruptcy Court or otherwise seek any of the relief requested therein or to exercise any default-related right or remedy in respect of the prepetition agreements between Hertz and/or any affiliate thereof, on the one hand, and the Debtor and/or any affiliate thereof, on the other hand; provided that, without limiting or modifying Hertz's waiver under clause (b) of Section 9 of this Agreement under the heading "On-Airport Obligations," the foregoing shall not prohibit or restrict Hertz or any of its affiliates from objecting to cure costs and amounts in respect of any defaults under any such prepetition agreements, (c) object to or otherwise oppose the entry of the final debtor-in-possession financing order having terms no less favorable to Hertz than the terms contained in the form of the debtor-in-possession financing order previously entered by the Bankruptcy Court (the "DIP Order"), or (d) enter into any agreements with any competing bidder for the purchase of the Purchased Assets, which agreements relate to terms of such competing bidder's bid or its relationship with Hertz or any affiliate thereof with respect to the Advantage Rent A Car business. In addition, for the period commencing on the Effective Date and ending on the Termination Date, Hertz shall, and shall cause its affiliates to, consent to, and not object to or otherwise intentionally interfere with, the sale of the Purchased Assets to the Prevailing Purchaser in accordance

		with the Bidding Procedures Order and the asset purchase agreement among FSNA, the Debtor and the Prevailing Purchaser (including without limitation the assumption and assignment of the Shared Facility Agreements) so long as (i) the Prevailing Purchaser is bound by this Agreement and (ii) the terms of such asset purchase agreement and any related agreements, instruments and documents do not conflict with, and do not have terms less favorable to Hertz than those contained in, the Bidding Procedures Order and this Agreement. The obligations of Hertz set forth in this paragraph are collectively referred to herein as the "Standstill Obligations." Notwithstanding anything herein to the contrary, in the event Hertz, in good faith, elects to exercise any of its remedies (at law or in equity) in respect any breach of this Agreement or any Release by Debtor, FSNA, McDonnell or the Prevailing Purchaser, including taking actions to take possession of any of the Vehicles, the exercise of any such remedies by Hertz shall not be deemed to be a breach by Hertz of any of its Standstill Obligations hereunder. For avoidance of doubt, at the commencement of the hearing before the Bankruptcy Court on December 17, 2013, Hertz shall advise the Bankruptcy Court of its Standstill Obligations with respect to its Motions and the sale of the Purchased Assets to the Prevailing Purchaser and that it will not pursue its objection to such sale of the Purchased Assets unless the Settlement Motion is denied. Termination of Standstill: In the event the Termination Date occurs as a result of an Event of Default and Hertz is not then in material breach of (i) its Standstill Obligations, (ii) its obligations under Section 9 of this Agreement or (iii) any Release to which Hertz is a party pursuant to Section 12 hereof, which breach has not been cured by or on behalf of Hertz after five (5) business days advanced written notice thereof has been provided by Debtor to Hertz, then Debtor and Hertz shall jointly set a hearing date for the Motions within ten (10) calendar days after the Termination Date and Debtor, FSNA and the Prevailing Purchaser shall not oppose the relief sought by Hertz under the Motions. In the event the Termination Date occurs as a result of the failure to close the Transaction on or before the Outside Date, then as of the date immediately after the Outside Date, the automatic stay of Section 362 of the Bankruptcy Code shall be automatically lifted, without further action of any of the parties hereto, solely for the purposes of permitting Hertz to repossess the Vehicles.
11.	**Payment of Certain Tax Liabilities**	Hertz shall continue to pay to the applicable taxing authority all personal property tax, title and registration expenses with respect to the Vehicles to the extent provided in the Leases (the

		applicable provisions of which shall survive and are hereby incorporated herein for the benefit of the Debtor and the Prevailing Purchaser). Without limiting the foregoing, to the extent it has not done so already, Hertz shall pay to the applicable taxing authority all unpaid 2013 and all 2014 ad valorem taxes assessed or imposed in respect of any Vehicles by, or for the benefit of, Bexar County, Dallas Country, Harris County and Tarrant County pursuant to Texas Property Tax Code Sections 32.01 and 32.05.
12.	**Mutual Releases**	Concurrently with the execution of this Agreement, the following mutual releases (the "Releases") shall have been executed and delivered by the applicable parties, to be effective only upon the occurrence of the Effective Date: i. Hertz and the Debtor, in the form attached hereto as Exhibit C-1; ii. Hertz and FSNA, in the form attached hereto as Exhibit C-2; and iii. Hertz and McDonnell, in the form attached hereto as Exhibit C-3.
13.	**Termination of Agreement**	In the event the Termination Date occurs as a result of an Event of Default or the failure of the Closing to occur on or before February 28, 2014, and no Hertz Default remains uncured, then this Agreement will be terminated and shall be of no further force or effect, except as follows: (i) any such termination shall not affect the validity or enforceability of any of the Releases, (ii) any such termination shall not require any rescission or disgorgement of payments, if any, made by Hertz to the Debtor or to the Prevailing Purchaser or benefits received by the Debtor or the Prevailing Purchaser prior to such termination, (iii) any such termination shall not affect Hertz's rights and the Debtor's and the Prevailing Purchaser's obligations to stop using the Vehicles as provided in Section 2 above and Return to Hertz or its designee the Vehicles as provided in Section 4 above under the heading "Return to Hertz of Vehicles After Termination Date" (iv) any such termination that results from an Event of Default shall not affect Hertz's rights to set a hearing date for the Motions within ten (10) calendar days of the Termination Date or the obligations of the Debtor, FSNA, McDonnell and the Prevailing Purchaser not oppose the relief sought by Hertz under the Motions, (v) any such termination that results from the failure of the Closing to occur on or before February 28, 2014 shall not affect the lifting of the automatic stay of Section 362 of the Bankruptcy Code as provided in Section 10 above, and (vi) any such termination shall not affect the stipulation of the Debtor and Hertz as to the termination of the Leases set forth in Section 2 hereof or the effectiveness of the Terminations contemplated in Section 9 hereof. The rights and obligations set forth in (i) – (vi) above shall survive any

		termination of this Agreement. In the event this Agreement is terminated in accordance with its terms, except as stated above, the parties thereto reserve all rights and remedies under applicable law with respect to any breach of this Agreement prior to any such termination. Notwithstanding anything in this Agreement to the contrary, in the event (i) the hearing before the Bankruptcy Court on the Settlement Motion does not occur on or before December 17, 2013 or (ii) the Settlement Approval Order is not entered by the Bankruptcy Court on or before December 20, 2013, Hertz may, in its sole discretion, terminate this Agreement and the Releases, in which case this Agreement and the Releases shall be null and void *ab initio*; provided that in the event Hertz elects to terminate this Agreement, it shall be obligated to also terminate the Releases.
14.	**Governing Law**	This Agreement and all matters arising out of or related thereto will be governed by (i) to the extent applicable, the Bankruptcy Code; and (ii) to the extent the Bankruptcy Code is not applicable, the laws of the State of Mississippi.
15.	**Consent to Jurisdiction**	The Bankruptcy Court will have jurisdiction over the Parties and any and all disputes between or among the Parties, whether in law or equity, arising out of or relating to this Agreement or any agreement contemplated hereby; provided, however, that if the Bankruptcy Court is unwilling or unable to hear any such dispute, the state or federal courts sitting in the State of New York will have sole jurisdiction over any and all disputes between or among the Parties, whether in law or equity, arising out of or relating to this Agreement or any agreement contemplated hereby.
16.	**Costs and Expenses**	Except as otherwise provided herein, or in the Bidding Procedures Order or the DIP Order, the Parties hereto will each bear their own expenses in connection with this Agreement.
17.	**Prevailing Purchaser**	In the event the Stalking Horse Buyer is not the Prevailing Purchaser at any point prior to the termination of this Agreement, then (a) as a condition to such Person becoming the Prevailing Purchaser, simultaneously with the execution of the asset purchase agreement of such Qualified Bidder designated to be the Prevailing Purchaser, Debtor shall cause the Prevailing Purchaser to execute a joinder to this Agreement mutually acceptable to the Parties and deliver such executed joinder to the other Parties hereto, and (b) as of the date the Prevailing Purchaser executes and delivers such joinder to the other Parties hereto, (i) the Prevailing Purchaser will be included as a Party to this Agreement in place of the Stalking

		Horse Buyer as if it were an original Party hereto, (ii) the Prevailing Purchaser will assume and agree to pay, discharge and perform when due all liabilities and obligations of the Stalking Horse Buyer arising under or relating to this Agreement as if the Prevailing Purchaser were an original Party hereto and (iii) this Agreement and the joinder will be read and construed as one document and the joinder shall be considered a part of this Agreement, and, without prejudice to the generality of the foregoing, where the context so allows, reference in this Agreement to "this Agreement" or any similar or analogous term or phrase howsoever expressed, will be read and construed as a reference to this Agreement as amended and supplemented by the joinder.
18.	**Authority; Binding Agreement**	Subject to obtaining the Settlement Approval Order and such order becoming Effective, each Party represents and warrants that it has the requisite power and authority or capacity to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate or other required action of each Party. Subject to obtaining the Settlement Approval Order and such order becoming Effective, this Agreement constitutes the legal, valid and binding obligation of each Party, and is enforceable against each Party in accordance with its terms.
19.	**Non-Admission of Liability**	The Parties agree that the execution of this Agreement does not constitute, and should not be construed as, an admission of liability, wrongdoing, fault, judgment or concession, or as evidence with respect thereto, by any Party on account of any claims or matters arising between the Parties, liability for which is hereby expressly denied by each Party.
20.	**Counterparts**	This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimiles of signatures shall be deemed to be originals.
21.	**Headings**	The headings of the Sections of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of this Agreement.
22.	**No Third-Party Beneficiaries**	This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors, except as provided in Section 9 with respect to surviving indemnification obligations of Hertz under the Purchase Agreement.
23.	**Amendment; Successors and Assignment**	This Agreement may be amended only by the execution and delivery of a written instrument by or on behalf of each Party. Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement will be transferred or assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party.
24.	**Entire**	This Agreement, including all exhibits hereto, and the Releases

	Agreement	represent the entire agreement among the Parties with respect to the subject matter hereof and supersede and render null and void any and all prior agreements or contracts, whether oral or written, that exist or existed among the Parties with respect to the subject matter hereof.
25.	**No Reliance**	Each Party represents and warrants that no statements or representations made by the other Party, except as specifically recited in this Agreement, have influenced, induced or caused the Party to execute this Agreement, or were relied upon in entering into this Agreement.
26.	**Interpretation**	This Agreement has been fairly negotiated between the Parties and, therefore, shall be construed as a whole according to its fair meaning and not be construed against any Party as the principal draftsperson of the language of this Agreement and not strictly for or against any Party. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor, amended or analogous statute, which provides that in cases of uncertainty, the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.
27.	**Construction**	For purposes of this Agreement, whenever the context requires, the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include the masculine and feminine genders. As used in this Agreement, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections" are intended to refer to Sections of this Agreement. As used in this Agreement, the terms "hereof," "hereunder," "herein" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.
28.	**No Waiver**	No waiver of rights under this Agreement will be effective unless in writing and signed by the Party to be charged. Failure to enforce any right with respect to a specific act or failure to act shall not constitute a waiver of that or any other right hereunder. Waiver of a breach of this Agreement shall

		not constitute a waiver of any other prior or subsequent breach.
29.	**Further Assurances**	The Parties hereto shall execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.
30.	**Notices**	All notices to be sent in connection with this Agreement (a) must be made in writing, (b) shall be deemed to have been duly given or made (i) on the date of delivery if delivered in person, (ii) on the fifth (5^{th}) business day following the date of mailing if sent by certified or registered mail, and (iii) on the first (1^{st}) business day following the date of mailing if sent by national overnight courier, and (c) must be made in person or sent by certified or registered mail, or national overnight courier to the applicable Party at the following addresses (or at such other address for a Party as shall be specified by like notice): 1) if to Hertz: The Hertz Corporation Attn: Richard Frecker, Deputy General Counsel 225 Brae Boulevard Park Ridge, New Jersey 07656-0713 with a copy (which copy shall not constitute notice) to: Jenner & Block LLP Attn: Thomas Monson 353 N. Clark St. Chicago, Illinois 60654 2) if to Debtor: Simply Wheelz, LLC Attn: William N. Plamondon, III 1052 Highland Colony Parkway, Suite 204 Ridgeland, MS 39157 with a copy (which copy shall not constitute notice) to: Butler, Snow, O'Mara, Stevens & Canada, PLLC Attn: Stephen W. Rosenblatt 1020 Highland Colony Parkway, Suite 1400 Ridgeland, MS 39157 3) if to FSNA or McDonnell: Franchise Services of North America, Inc. Attn: Thomas P. McDonnell, III 1052 Highland Colony Parkway, Suite 204 Ridgeland, MS 39157 with a copy (which copy shall not constitute notice) to: Law Offices of Craig M. Geno, PLLC Attn: Craig M. Geno 587 Highland Colony Parkway Ridgeland, MS 39157

		4) if to the Stalking Horse Buyer: The Catalyst Capital Group Inc. Attn: Gabriel de Alba 77 King Street West, North Tower, Suite 4320 Toronto, ON M5K 1J3 with a copy (which copy shall not constitute notice) to: Latham & Watkins LLP Attn: Richard Levy 233 South Wacker Drive, Suite 5800 Chicago, IL 60606

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE HERTZ CORPORATION

By: _____
Name: J. Jeffrey Zimmerman
Title: Executive Vice President, General Counsel and Secretary

FRANCHISE SERVICES OF NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

SIMPLY WHEELZ LLC

By: _____
Name: _____
Title: _____

THE CATALYST CAPITAL GROUP INC., on behalf of one or more funds managed by it and/or through certain affiliates, including the Purchaser under the Stalking Horse Agreement, and its designees, if any, under the Stalking Horse Agreement

By: _____
Name: _____
Title: _____

_____
THOMAS P. MCDONNELL III, Individually

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE HERTZ CORPORATION

By: _____
Name: _____
Title: _____

FRANCHISE SERVICES OF NORTH AMERICA, INC.

By: Tom McDonnell
Name: Tom McDonnell
Title: CEO

SIMPLY WHEELZ LLC

By: Tom McDonnell
Name: Tom McDonnell
Title: CEO

THE CATALYST CAPITAL GROUP INC., on behalf of one or more funds managed by it and/or through certain affiliates, including the Purchaser under the Stalking Horse Agreement, and its designees, if any, under the Stalking Horse Agreement

By: _____
Name: _____
Title: _____

Tom McDonnell
THOMAS M. MCDONNELL III, Individually

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE HERTZ CORPORATION

By: _____
Name: _____
Title: _____

FRANCHISE SERVICES OF NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

SIMPLY WHEELZ LLC

By: _____
Name: _____
Title: _____

THE CATALYST CAPITAL GROUP INC., on behalf of one or more funds managed by it and/or through certain affiliates, including the Purchaser under the Stalking Horse Agreement, and its designees, if any, under the Stalking Horse Agreement

By: _____
Name: GABRIEL DE. ALBA
Title: MANAGING DIRECTOR & PARTNER

_____
THOMAS M. MCDONNELL III, Individually

EXHIBIT A

SHARED FACILITY AGREEMENT TO BE AMENDED

1. *At the Closing, Hertz and the Prevailing Purchaser shall enter into an agreement pursuant to which (i) the sublease agreement between Hertz and the Debtor for the off-airport facility located in Des Plaines, Illinois related to Chicago O'Hare International Airport that is currently utilized by the Debtor in connection with its business shall be extended to the earlier of (x) the date that is thirty (30) days after the date on which the CONRAC opens at such airport and (y) June 30, 2018; and (ii) Hertz and its affiliates will be granted access and use of all fuel tanks and related equipment located at such off-airport facility so long as a card reader or other similar equipment that is mutually agreeable to the parties is installed to track the use of such fuel tanks by the parties.*

* * * *

EXHIBIT B-1

FORM OF BALTIMORE JOINT USE AGREEMENT

See attached

JOINT USE AGREEMENT

This JOINT USE AGREEMENT, dated as of [●], 20[●], is made by and between DTG OPERATIONS, INC., an Oklahoma corporation ("DTG"), and SIMPLY WHEELZ LLC, dba ADVANTAGE RENT A CAR, a Delaware limited liability company ("Simply Wheelz"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 17.

RECITALS

WHEREAS, DTG has previously entered into a Lease and Contract, Contract No. MAA-LC-02-044, dated as of [●], 2002, with the Maryland Aviation Administration of the Maryland Department of Aviation (the "Prime Landlord") (the "DTG Lease Agreement"), pursuant to which DTG has been granted certain space for the operation of a vehicle rental business at Baltimore/Washington International Airport (the "Airport") (the "DTG Lease Area"), on the terms and subject to the conditions set forth therein;

WHEREAS, Simply Wheelz is party to a Concession Agreement, Contract No. MAA-LC-02-034, dated as of [●], 2002, with the Prime Landlord, under which Simply Wheelz may operate the Advantage brand at the Airport (the "Advantage Concession");

WHEREAS, in order to permit Simply Wheelz to operate the Advantage brand at the Airport pursuant to the Advantage Concession, DTG is willing to grant Simply Wheelz a limited and non-exclusive right to use certain facilities located within the DTG Lease Area and specified in attached Exhibit A (the "Common Facilities"), together with certain rights of ingress and egress with respect thereto, in order to perform the services specified in attached Exhibit A with respect to each such location (the "Permitted Uses"); and

WHEREAS, the parties hereto desire to set forth their understanding concerning the joint use and operation of the Common Facilities and related rights of access;

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

SECTION 1. RIGHT TO USE AND GRANT OF EASEMENT

1.1 Grant. Subject to there terms and conditions of this Agreement, DTG hereby assigns, grants and conveys for the term of this Agreement, as set forth in Section 2 (the "Term"), (a) a non-exclusive right to use the Common Facilities solely for

the Permitted Uses, and (b) a non-exclusive easement in, to and over solely that portion of the DTG Lease Area necessary to permit Simply Wheelz access to and use of the Common Facilities in accordance with this Agreement (the "Joint Use Area").

1.2 Grant Subject to DTG Lease Agreement. This Agreement and all rights and easements granted to Simply Wheelz hereunder with respect to the Common Facilities and the DTG Lease Area are subject to the terms, conditions, provisions and restrictions of the DTG Lease Agreement (which terms are hereby incorporated herein by reference), except to the extent to which they, by their nature, or in the context of the DTG Lease Agreement are applicable solely to portions of the DTG Lease Area not included in the Joint Use Area.

1.3 Additional Use Limitations. Without limitation of the foregoing:

(a) Simply Wheelz shall not make any changes, alterations or additions in or to the Joint Use Area including but not limited to the Common Facilities;

(b) If Simply Wheelz desires to take any action and the DTG Lease Agreement would require that DTG obtain the consent of the Prime Landlord before undertaking any action of the same or similar kind, Simply Wheelz shall not undertake the same without such prior written consent of DTG, which consent shall not be unreasonably withheld, conditioned or delayed, and the Prime Landlord;

(c) Except as modified under this Agreement, DTG shall also have all other rights, and all privileges, options, reservations and remedies, granted or allowed to, or held by the Prime Landlord under the DTG Lease Agreement, including, without limitation, all rights to audit, or authorize the Prime Landlord to audit, Simply Wheelz's records pertaining to its performance of the Permitted Uses at the Joint Use Area, and Simply Wheelz agrees to keep its books and records in connection with the operation of the Permitted Uses in accordance with the terms of the DTG Lease Agreement;

(d) Notwithstanding anything to the contrary herein, Simply Wheelz shall in no event have rights in the Joint Use Area that are greater than DTG's rights in the DTG Lease Area under the DTG Lease Agreement; and

(e) In exercising any rights or easements granted pursuant to Section 1.1, Simply Wheelz shall not unreasonably interfere with DTG's full and complete use and enjoyment of all or any portion of the Joint Use

Area, including but not limited to the Common Facilities, as presently used.

1.4 No Assumption of Obligations of the Prime Landlord**.** It is expressly understood and agreed by Simply Wheelz that DTG has not and does not assume and shall not have any of the obligations or liabilities of the Prime Landlord under the DTG Lease Agreement and that DTG is not making the representations or warranties, if any, made by the Prime Landlord in the DTG Lease Agreement. DTG shall not be liable in damages for or on account of any failure by the Prime Landlord to perform the obligations and duties imposed on it under the DTG Lease Agreement.

1.5 Compliance with DTG Rules. Simply Wheelz and its employees, agents and representatives shall have access to the Joint Use Area pursuant to this Agreement solely during normal business hours of DTG at the Common Facilities. During any such access, Simply Wheelz shall cause its employees who have access to the Joint Use Area to comply with the rules that are applicable to employees of DTG, including those relating to conduct of business, access, confidentiality, environmental, safety, security, health and similar matters. DTG shall inform Simply Wheelz of those rules from time to time.

SECTION 2. TERM. This Agreement shall commence on [●], 20[●] and terminate on the earliest of (a) the delivery of written notice by Simply Wheelz to DTG terminating this Agreement, (b) the expiration of the current term or earlier termination of (i) the DTG Lease Agreement or (ii) the Advantage Concession, and (c) the termination of this Agreement pursuant to Section 11.1; provided that the termination of this Agreement shall not terminate any party's rights or obligations accruing prior to such termination.

SECTION 3. CONDITION OF DTG LEASE AREA. THE JOINT USE AREA IS BEING MADE ACCESSIBLE BY DTG TO SIMPLY WHEELZ PURSUANT TO THIS AGREEMENT IN ITS "AS-IS, WHERE-IS" CONDITION. DTG MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS WHATSOEVER PERTAINING TO THE JOINT USE AREA, INCLUDING, WITHOUT LIMITATION, AS TO ITS CURRENT OR FUTURE CONDITION, SUITABILITY FOR ANY PURPOSE OR COMPLIANCE WITH LAW. Simply Wheelz acknowledges that it has inspected the Joint Use Area prior to the execution and delivery of this Agreement, and has determined that the Joint Use Area is suitable for the operation of the Permitted Uses and is in good order and satisfactory condition. Simply Wheelz shall exercise its rights under this Agreement in such a manner as to maintain the Joint Use Area in substantially its condition as of the date of this Agreement, reasonable wear and tear excepted. The Joint Use Area shall be used and occupied only for ingress and egress to and from the Common Facilities and the operation of the Common Facilities for the Permitted Uses on a non-exclusive basis.

SECTION 4. FEES, TAXES AND LICENSES. During the Term, Simply Wheelz shall pay to DTG for the rights and easements granted hereunder with respect to the Joint Use Area, the amounts specified in attached Exhibit B (collectively, "Fees"). Simply Wheelz shall pay DTG the full amount of the accrued Fees on the first Business Day of each month during the Term and within three Business Days following the termination of this Agreement in accordance with Section 2. Fees shall be increased from time to time by DTG proportionate to any increases in amounts payable by DTG to the Prime Landlord under the DTG Lease Agreement attributable to the Permitted Use of the Common Facilities by Simply Wheelz. Simply Wheelz shall pay all taxes levied, assessed or charged upon Simply Wheelz's Permitted Use of the Common Facilities. Insofar as the Permitted Use of the Common Facilities by Simply Wheelz requires any licenses or permits, Simply Wheelz shall acquire such licenses and permits and be liable for their cost.

SECTION 5. ASSIGNMENT OR TRANSFER. Simply Wheelz shall not, directly or indirectly, assign, convey, pledge, mortgage or otherwise transfer this Agreement or any interest under it, or allow any transfer thereof or any lien upon Simply Wheelz's interest by operation of law or otherwise, or permit the occupancy of the Common Facilities or any part thereof by anyone other than Simply Wheelz. Notwithstanding the foregoing, Simply Wheelz may, with DTG's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and subject to receipt of the Prime Landlord's consent if required by the terms of the DTG Lease Agreement, assign this Agreement to, or permit the use of the Common Facilities by any of Simply Wheelz's Affiliates (as defined herein), or any entity with whom Simply Wheelz merges or consolidates in any reorganization, or any entity succeeding to or acquiring all or substantially all of the business and assets of Simply Wheelz; provided that, such entity has succeeded to the rights and obligations of Simply Wheelz under the Advantage Concession and is fully capable of performing all of its obligations under this Agreement. As used in this Agreement, the term "Affiliate" means any corporation, partnership or other business entity which controls, is controlled by or is under common control with the party in question. For the purpose hereof, the words "control", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership or other business entity, (a) the ownership of more than 50% of the voting interests, or (b) the ownership of at least 20% of the voting interests and the possession of the power to direct or cause the direction of the management and policy of such corporation, partnership or other business entity by reason of the ownership of such voting interests or by virtue of voting trusts or other contractual arrangements.

SECTION 6. RULES. Simply Wheelz agrees to comply with all rules and regulations and minimum standards of operation that the Prime Landlord has made or may hereafter from time to time make for the use or operation of the Joint Use Area or the operation of the DTG Lease Area in accordance with the terms of the DTG

Lease Agreement. DTG shall promptly deliver copies of any such rules and regulations and any changes thereto that it receives from the Prime Landlord to Simply Wheelz.

SECTION 7. LIENS. Simply Wheelz shall not do any act which shall in any way encumber the title of the Prime Landlord in and to the DTG Lease Area, nor shall the interest or estate of the Prime Landlord or of DTG be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Simply Wheelz, or by reason of any other act or omission of Simply Wheelz.

SECTION 8. CASUALTY/CONDEMNATION. The terms of the DTG Lease Agreement shall control in the event of a fire or other casualty or condemnation affecting the Joint Use Area. If the DTG Lease Agreement imposes on DTG the obligation to repair or restore improvements or alterations to the Joint Use Area, DTG shall be responsible for repair or restoration of such improvements to the Joint Use Area; provided, that (i) any decision to terminate the DTG Lease Agreement as a result of any fire or other casualty or condemnation shall rest solely with DTG, and (ii) nothing contained in this Agreement (as distinct from the DTG Lease Agreement) shall impose upon DTG any obligation to repair or restore any improvements or alterations to the Joint Use Area.

SECTION 9. INSURANCE. Simply Wheelz shall procure and maintain, at its own cost and expense, such commercial general liability insurance as is required to be carried by DTG under the DTG Lease Agreement, naming DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord as additional insureds, which insurance shall not be rescindable or cancellable by the insurer with respect to DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord to be named as additional insureds. Simply Wheelz shall furnish to DTG a certificate of Simply Wheelz's insurance and copies of the applicable insurance policies required hereunder prior to Simply Wheelz's making any use of the Joint Use Area, and 30 days prior to expiration of such insurance. Simply Wheelz agrees to obtain, for the benefit of the Prime Landlord and DTG, such waivers of subrogation rights from its insurer as are required of DTG under the DTG Lease Agreement.

SECTION 10. DEFAULTS. The parties agree that any one or more of the following events, each of which shall be considered a material breach of this Agreement, shall be considered Events of Default hereunder upon written notice from the non-defaulting party after the expiration of any applicable cure period set forth below:

10.1 Simply Wheelz's Events of Default.

(a) Simply Wheelz shall default in any payment of the Fees or any other monetary obligations or payments required to be made by Simply Wheelz hereunder when due as herein provided and such default

shall continue for 10 days after notice thereof in writing to Simply Wheelz; or

(b) Simply Wheelz shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Simply Wheelz, and such default shall continue for 30 days after notice thereof in writing to Simply Wheelz (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and Simply Wheelz proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) Simply Wheelz shall breach a provision of the DTG Lease Agreement made applicable to Simply Wheelz pursuant to this Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(d) Simply Wheelz violates the provisions of Section 5 of this Agreement by making an unpermitted transfer or assignment.

10.2 DTG's Events of Default.

(a) DTG shall default in the payment of any concession fees, rent or any other monetary obligations or payments required to be made under the DTG Lease Agreement when due and such default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(b) DTG shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by DTG, and such default shall continue for 30 days after notice thereof in writing to DTG (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and DTG proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) DTG shall breach a provision of the DTG Lease Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement.

10.3 Mutual Events of Default.

(a) Either party makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature; commences a voluntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action under applicable state or foreign law; consents to entry of an order for relief against it in an involuntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action in any proceeding under applicable state or foreign law; takes any corporate action, action in a legal proceeding or other steps towards, or consents to or fails to contest, the appointment of a receiver, trustee, assignee, administrator, examiner, liquidator, custodian or similar person or entity appointed under any federal, state or foreign law related to bankruptcy, expropriation, attachment, sequestration, distress, insolvency, winding-up, liquidation, readjustment of indebtedness, arrangements, composition, reorganization or other similar law for itself or any substantial part of its property; or makes any general assignment for the benefit of creditors; or

(b) A court enters an order or decree that is an order for relief against either party in an involuntary bankruptcy proceeding under the United States Bankruptcy Code, or has similar effect under applicable state or foreign law; appoints a receiver, trustee, assignee, administrator, examiner, liquidator, custodian, or similar person or entity for either party or any substantial part of their property; garnishes, attaches, seizes, forecloses upon or takes similar action against either party or any substantial part of their property; or directs the winding-up or liquidation of either party or any substantial part of their property and in any such case such order or decree or appointment is not dismissed or rescinded within 45 days.

SECTION 11. REMEDIES. Upon the occurrence of any one or more Events of Default, the non-defaulting party may exercise, without limitation of any other rights available to it hereunder or at law or in equity, any or all of the following remedies:

11.1 Termination of this Joint Use Agreement. By providing notice to the other party, terminate this Agreement, effective on the date specified by the terminating party in such notice.

11.2 Self-Help. If either party fails timely to perform any of its duties under this Agreement, in addition to all other remedies available to the non-defaulting party hereunder, the non-defaulting party shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Agreement expressly granted to the defaulting party for the performance of such duty

(except in the event of an emergency, or where prompt action is required to prevent injury to persons or property, in which case the non-defaulting party need not wait for the expiration of any applicable grace or notice and cure period under this Agreement), to perform such duty on behalf and at the expense of the defaulting party without further prior notice to the defaulting party, and all sums expended or expenses incurred by the non-defaulting party, including reasonable attorneys' fees, in performing such duty, plus an administrative fee of 12% of such amount(s), shall be due and payable upon demand by the non-defaulting party.

11.3 Specific Performance. The non-defaulting party shall be entitled to enforcement of this Agreement by a decree of specific performance requiring the defaulting party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

SECTION 12. DEFAULT RATE INTEREST. All payments becoming due from Simply Wheelz under this Agreement and remaining unpaid as and when due shall accrue interest daily until paid at the rate of 12% per annum or, if less, the maximum rate permitted by applicable law (the "Default Rate"). The provision for payment of the Default Rate shall be in addition to all of DTG's other rights and remedies, at law and in equity, with respect to overdue payments under this Agreement and shall not be construed as liquidated damages.

SECTION 13. INDEMNIFICATION.

13.1 Simply Wheelz shall indemnify and hold harmless DTG, it officers, directors, employees, stockholders and representatives (collectively, the "DTG Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any DTG Indemnified Party, whether or not arising from third party claims, by reason of any exercise by Simply Wheelz or its employees, representatives or agents of Simply Wheelz's rights granted under Section 1.1.

13.2 DTG shall indemnify and hold harmless Simply Wheelz, it officers, directors, employees, stockholders and representatives (collectively, the "Simply Wheelz Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any Simply Wheelz Indemnified Party, whether or not arising from third party claims, by reason of any use by DTG or its employees, representatives or agents of the Common Facilities.

SECTION 14. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent

by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) overnight commercial courier service, or (iii) confirmed telecopier transmission,

(a) if to DTG, at:

The DTG Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions
Fax: (201) 307-2644

With a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

(b) if to Simply Wheelz, at:

Simply Wheelz LLC
c/o [●]

or at such other place as either party may from time to time designate by notice in writing to the other party.

SECTION 15. THE PRIME LANDLORD. This Agreement shall not (a) create privity of contract between the Prime Landlord and Simply Wheelz, or (b) be deemed to have amended the DTG Lease Agreement in any regard.

SECTION 16. SIGNAGE. Simply Wheelz shall not install, operate or maintain signage at the Joint Use Area.

SECTION 17. DEFINITIONS. The following terms have the respective meanings given to them below:

"Business Day" means a day on which banks are open for business in New York City.

"Event of Default" means the Events of Default specified in Section 10.

"Term" means the term of this Agreement, as specified in Section 2.

SECTION 18. MISCELLANEOUS.

18.1 Representations. Simply Wheelz represents and warrants to DTG that this Agreement has been duly authorized, executed and delivered by and on behalf of Simply Wheelz and constitutes the valid, enforceable and binding agreement of Simply Wheelz in accordance with the terms hereof. DTG represents and warrants to Simply Wheelz that this Agreement has been duly authorized, executed and delivered by and on behalf of DTG and constitutes the valid, enforceable and binding agreement of DTG in accordance with the terms hereof.

18.2 No Waiver. Failure of DTG to declare any default or Event of Default or delay in taking any action in connection therewith shall not waive such default or Event of Default. No receipt of moneys by DTG from Simply Wheelz after the expiration or earlier termination of the Term or of Simply Wheelz's right of use hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Simply Wheelz or any suit commenced or judgment entered prior to receipt of such moneys.

18.3 Rights and Remedies Cumulative. All rights and remedies of the parties under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

18.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of parties hereunder.

18.5 Integration. This Agreement, the DTG Lease Agreement and all documents relating thereto, contain all of the terms, covenants, conditions and agreements between DTG and Simply Wheelz relating in any manner to the use and occupancy of the Joint Use Area. This Agreement is intended to be and shall be interpreted as an integrated and non-severable unitary agreement governing the use and occupancy of the Joint Use Area, each of which is dependent upon the validity and enforceability of the other. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants and conditions of this Agreement cannot be altered, changed, modified or added to except by a written instrument signed by each of the parties.

18.6 Governing Law; Forum. This Agreement shall be construed and enforced in accordance with the laws of the state of Maryland.

18.7 Waiver of Jury. DTG AND SIMPLY WHEELZ EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER DTG AGAINST SIMPLY WHEELZ OR SIMPLY WHEELZ AGAINST DTG ON ANY MATTER

WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, THE RELATIONSHIP OF DTG AND SIMPLY WHEELZ, SIMPLY WHEELZ'S USE OF THE JOINT USE AREA, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

18.8 Confidentiality. Simply Wheelz shall keep the content and all copies of this Agreement and the DTG Lease Agreement, all related documents and amendments, and all proposals, materials, information and matters relating hereto strictly confidential, and shall not disclose, divulge, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Simply Wheelz's employees, attorneys, agents, insurers, auditors, lenders and permitted successors and assigns (and Simply Wheelz shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof) and except as may be required by law or court proceedings.

18.9 Counterparts, etc. This Agreement may be executed in any number of counterparts (including facsimile or pdf transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Section and exhibit references herein are to sections and exhibits of this Agreement unless otherwise specified.

18.10 Attorneys' Fees. In the event of any dispute hereunder, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees.

(Signature page immediately follows)

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

DTG OPERATIONS, INC.

By: Michael E. Holdgrafer
Its: Vice President - Real Estate & Concessions

SIMPLY WHEELZ LLC,
dba ADVANTAGE RENT A CAR

By: _____
Its: _____

Exhibit A

Description and/or Depiction of Common Facilities; Description of Permitted Uses

See attached depiction of Common Facilities

Description of Permitted Uses

Preparation of cars for rental

Fueling of cars

Exhibit B

List of Fees

$2 per use of DTG's car wash and preparation area

105% of the cost of fuel to DTG, as invoiced by DTG to Simply Wheelz

EXHIBIT B-2

FORM OF JFK JOINT USE AGREEMENT

See attached

JOINT USE AGREEMENT

This JOINT USE AGREEMENT, dated as of [●], 20[●], is made by and between DTG OPERATIONS, INC., an Oklahoma corporation ("DTG"), and SIMPLY WHEELZ LLC, dba ADVANTAGE RENT A CAR, a Delaware limited liability company ("Simply Wheelz"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 17.

RECITALS

WHEREAS, DTG has previously entered into an Agreement of Lease, dated as of May 1, 1983, with the Port Authority of New York and New Jersey (the "Prime Landlord") (the "DTG Lease Agreement"), pursuant to which DTG has been granted certain space for the operation of a vehicle rental business at John F. Kennedy International Airport (the "Airport") (the "DTG Lease Area"), on the terms and subject to the conditions set forth therein;

WHEREAS, the Prime Landlord has issued Simply Wheelz a permit, dated [●], under which Simply Wheelz may operate the Advantage brand at the Airport (the "JFK Permit");

WHEREAS, in order to permit Simply Wheelz to operate the Advantage brand at the Airport pursuant to the JFK Permit, DTG is willing to grant Simply Wheelz a limited and non-exclusive right to use certain facilities located within the DTG Lease Area and specified in attached Exhibit A (the "Common Facilities"), together with certain rights of ingress and egress with respect thereto, in order to perform the services specified in attached Exhibit A with respect to each such location (the "Permitted Uses"); and

WHEREAS, the parties hereto desire to set forth their understanding concerning the joint use and operation of the Common Facilities and related rights of access;

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

SECTION 1. RIGHT TO USE AND GRANT OF EASEMENT

1.1 Grant. Subject to there terms and conditions of this Agreement, DTG hereby assigns, grants and conveys for the term of this Agreement, as set forth in Section 2 (the "Term"), (a) a non-exclusive right to use the Common Facilities solely for the Permitted Uses, and (b) a non-exclusive easement in, to and over solely that portion of the DTG Lease Area necessary to permit Simply Wheelz access to and use of the Common Facilities in accordance with this Agreement (the "Joint Use Area").

1.2 Grant Subject to DTG Lease Agreement. This Agreement and all rights and easements granted to Simply Wheelz hereunder with respect to the Common Facilities and the DTG Lease Area are subject to the terms, conditions, provisions and restrictions of the DTG Lease Agreement (which terms are hereby incorporated herein by reference), except to the extent to which they, by their nature, or in the context of the DTG Lease Agreement are applicable solely to portions of the DTG Lease Area not included in the Joint Use Area.

1.3 Additional Use Limitations. Without limitation of the foregoing:

(a) Simply Wheelz shall not make any changes, alterations or additions in or to the Joint Use Area including but not limited to the Common Facilities;

(b) If Simply Wheelz desires to take any action and the DTG Lease Agreement would require that DTG obtain the consent of the Prime Landlord before undertaking any action of the same or similar kind, Simply Wheelz shall not undertake the same without such prior written consent of DTG, which consent shall not be unreasonably withheld, conditioned or delayed, and the Prime Landlord;

(c) Except as modified under this Agreement, DTG shall also have all other rights, and all privileges, options, reservations and remedies, granted or allowed to, or held by the Prime Landlord under the DTG Lease Agreement, including, without limitation, all rights to audit, or authorize the Prime Landlord to audit, Simply Wheelz's records pertaining to its performance of the Permitted Uses at the Joint Use Area, and Simply Wheelz agrees to keep its books and records in connection with the operation of the Permitted Uses in accordance with the terms of the DTG Lease Agreement;

(d) Notwithstanding anything to the contrary herein, Simply Wheelz shall in no event have rights in the Joint Use Area that are greater than DTG's rights in the DTG Lease Area under the DTG Lease Agreement; and

(e) In exercising any rights or easements granted pursuant to Section 1.1, Simply Wheelz shall not unreasonably interfere with DTG's full and complete use and enjoyment of all or any portion of the Joint Use Area, including but not limited to the Common Facilities, as presently used.

1.4 No Assumption of Obligations of the Prime Landlord**.** It is expressly understood and agreed by Simply Wheelz that DTG has not and does not

assume and shall not have any of the obligations or liabilities of the Prime Landlord under the DTG Lease Agreement and that DTG is not making the representations or warranties, if any, made by the Prime Landlord in the DTG Lease Agreement. DTG shall not be liable in damages for or on account of any failure by the Prime Landlord to perform the obligations and duties imposed on it under the DTG Lease Agreement.

1.5 Compliance with DTG Rules. Simply Wheelz and its employees, agents and representatives shall have access to the Joint Use Area pursuant to this Agreement solely during normal business hours of DTG at the Common Facilities. During any such access, Simply Wheelz shall cause its employees who have access to the Joint Use Area to comply with the rules that are applicable to employees of DTG, including those relating to conduct of business, access, confidentiality, environmental, safety, security, health and similar matters. DTG shall inform Simply Wheelz of those rules from time to time.

SECTION 2. TERM. This Agreement shall commence on [●], 20[●] and terminate on the earliest of (a) the delivery of written notice by Simply Wheelz to DTG terminating this Agreement, (b) the expiration of the current term or earlier termination of (i) the DTG Lease Agreement or (ii) the JFK Permit, and (c) the termination of this Agreement pursuant to Section 11.1; provided that the termination of this Agreement shall not terminate any party's rights or obligations accruing prior to such termination.

SECTION 3. CONDITION OF DTG LEASE AREA. THE JOINT USE AREA IS BEING MADE ACCESSIBLE BY DTG TO SIMPLY WHEELZ PURSUANT TO THIS AGREEMENT IN ITS "AS-IS, WHERE-IS" CONDITION. DTG MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS WHATSOEVER PERTAINING TO THE JOINT USE AREA, INCLUDING, WITHOUT LIMITATION, AS TO ITS CURRENT OR FUTURE CONDITION, SUITABILITY FOR ANY PURPOSE OR COMPLIANCE WITH LAW. Simply Wheelz acknowledges that it has inspected the Joint Use Area prior to the execution and delivery of this Agreement, and has determined that the Joint Use Area is suitable for the operation of the Permitted Uses and is in good order and satisfactory condition. Simply Wheelz shall exercise its rights under this Agreement in such a manner as to maintain the Joint Use Area in substantially its condition as of the date of this Agreement, reasonable wear and tear excepted. The Joint Use Area shall be used and occupied only for ingress and egress to and from the Common Facilities and the operation of the Common Facilities for the Permitted Uses on a non-exclusive basis.

SECTION 4. FEES, TAXES AND LICENSES. During the Term, Simply Wheelz shall pay to DTG for the rights and easements granted hereunder with respect to the Joint Use Area, the amounts specified in attached Exhibit B (collectively, "Fees"). Simply Wheelz shall pay DTG the full amount of the accrued Fees on the first Business Day of each month during the Term and within three Business Days following

the termination of this Agreement in accordance with Section 2. Fees shall be increased from time to time by DTG proportionate to any increases in amounts payable by DTG to the Prime Landlord under the DTG Lease Agreement attributable to the Permitted Use of the Common Facilities by Simply Wheelz. Simply Wheelz shall pay all taxes levied, assessed or charged upon Simply Wheelz's Permitted Use of the Common Facilities. Insofar as the Permitted Use of the Common Facilities by Simply Wheelz requires any licenses or permits, Simply Wheelz shall acquire such licenses and permits and be liable for their cost.

SECTION 5. ASSIGNMENT OR TRANSFER. Simply Wheelz shall not, directly or indirectly, assign, convey, pledge, mortgage or otherwise transfer this Agreement or any interest under it, or allow any transfer thereof or any lien upon Simply Wheelz's interest by operation of law or otherwise, or permit the occupancy of the Common Facilities or any part thereof by anyone other than Simply Wheelz. Notwithstanding the foregoing, Simply Wheelz may, with DTG's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and subject to receipt of the Prime Landlord's consent if required by the terms of the DTG Lease Agreement, assign this Agreement to, or permit the use of the Common Facilities by any of Simply Wheelz's Affiliates (as defined herein), or any entity with whom Simply Wheelz merges or consolidates in any reorganization, or any entity succeeding to or acquiring all or substantially all of the business and assets of Simply Wheelz; provided that, such entity has succeeded to the rights and obligations of Simply Wheelz under the JFK Permit and is fully capable of performing all of its obligations under this Agreement. As used in this Agreement, the term "Affiliate" means any corporation, partnership or other business entity which controls, is controlled by or is under common control with the party in question. For the purpose hereof, the words "control", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership or other business entity, (a) the ownership of more than 50% of the voting interests, or (b) the ownership of at least 20% of the voting interests and the possession of the power to direct or cause the direction of the management and policy of such corporation, partnership or other business entity by reason of the ownership of such voting interests or by virtue of voting trusts or other contractual arrangements.

SECTION 6. RULES. Simply Wheelz agrees to comply with all rules and regulations and minimum standards of operation that the Prime Landlord has made or may hereafter from time to time make for the use or operation of the Joint Use Area or the operation of the DTG Lease Area in accordance with the terms of the DTG Lease Agreement. DTG shall promptly deliver copies of any such rules and regulations and any changes thereto that it receives from the Prime Landlord to Simply Wheelz.

SECTION 7. LIENS. Simply Wheelz shall not do any act which shall in any way encumber the title of the Prime Landlord in and to the DTG Lease Area, nor shall the interest or estate of the Prime Landlord or of DTG be in any way subject to

any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Simply Wheelz, or by reason of any other act or omission of Simply Wheelz.

SECTION 8. CASUALTY/CONDEMNATION. The terms of the DTG Lease Agreement shall control in the event of a fire or other casualty or condemnation affecting the Joint Use Area. If the DTG Lease Agreement imposes on DTG the obligation to repair or restore improvements or alterations to the Joint Use Area, DTG shall be responsible for repair or restoration of such improvements to the Joint Use Area; provided, that (i) any decision to terminate the DTG Lease Agreement as a result of any fire or other casualty or condemnation shall rest solely with DTG, and (ii) nothing contained in this Agreement (as distinct from the DTG Lease Agreement) shall impose upon DTG any obligation to repair or restore any improvements or alterations to the Joint Use Area.

SECTION 9. INSURANCE. Simply Wheelz shall procure and maintain, at its own cost and expense, such commercial general liability insurance as is required to be carried by DTG under the DTG Lease Agreement, naming DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord as additional insureds, which insurance shall not be rescindable or cancellable by the insurer with respect to DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord to be named as additional insureds. Simply Wheelz shall furnish to DTG a certificate of Simply Wheelz's insurance and copies of the applicable insurance policies required hereunder prior to Simply Wheelz's making any use of the Joint Use Area, and 30 days prior to expiration of such insurance. Simply Wheelz agrees to obtain, for the benefit of the Prime Landlord and DTG, such waivers of subrogation rights from its insurer as are required of DTG under the DTG Lease Agreement.

SECTION 10. DEFAULTS. The parties agree that any one or more of the following events, each of which shall be considered a material breach of this Agreement, shall be considered Events of Default hereunder upon written notice from the non-defaulting party after the expiration of any applicable cure period set forth below:

10.1 Simply Wheelz's Events of Default.

(a) Simply Wheelz shall default in any payment of the Fees or any other monetary obligations or payments required to be made by Simply Wheelz hereunder when due as herein provided and such default shall continue for 10 days after notice thereof in writing to Simply Wheelz; or

(b) Simply Wheelz shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Simply Wheelz, and such default shall continue for 30 days after notice

thereof in writing to Simply Wheelz (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and Simply Wheelz proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) Simply Wheelz shall breach a provision of the DTG Lease Agreement made applicable to Simply Wheelz pursuant to this Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(d) Simply Wheelz violates the provisions of Section 5 of this Agreement by making an unpermitted transfer or assignment.

10.2 DTG's Events of Default.

(a) DTG shall default in the payment of any concession fees, rent or any other monetary obligations or payments required to be made under the DTG Lease Agreement when due and such default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(b) DTG shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by DTG, and such default shall continue for 30 days after notice thereof in writing to DTG (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and DTG proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) DTG shall breach a provision of the DTG Lease Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement.

10.3 Mutual Events of Default.

(a) Either party makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature; commences a voluntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action under applicable state or foreign

law; consents to entry of an order for relief against it in an involuntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action in any proceeding under applicable state or foreign law; takes any corporate action, action in a legal proceeding or other steps towards, or consents to or fails to contest, the appointment of a receiver, trustee, assignee, administrator, examiner, liquidator, custodian or similar person or entity appointed under any federal, state or foreign law related to bankruptcy, expropriation, attachment, sequestration, distress, insolvency, winding-up, liquidation, readjustment of indebtedness, arrangements, composition, reorganization or other similar law for itself or any substantial part of its property; or makes any general assignment for the benefit of creditors; or

(b) A court enters an order or decree that is an order for relief against either party in an involuntary bankruptcy proceeding under the United States Bankruptcy Code, or has similar effect under applicable state or foreign law; appoints a receiver, trustee, assignee, administrator, examiner, liquidator, custodian, or similar person or entity for either party or any substantial part of their property; garnishes, attaches, seizes, forecloses upon or takes similar action against either party or any substantial part of their property; or directs the winding-up or liquidation of either party or any substantial part of their property and in any such case such order or decree or appointment is not dismissed or rescinded within 45 days.

SECTION 11. REMEDIES. Upon the occurrence of any one or more Events of Default, the non-defaulting party may exercise, without limitation of any other rights available to it hereunder or at law or in equity, any or all of the following remedies:

11.1 Termination of this Joint Use Agreement. By providing notice to the other party, terminate this Agreement, effective on the date specified by the terminating party in such notice.

11.2 Self-Help. If either party fails timely to perform any of its duties under this Agreement, in addition to all other remedies available to the non-defaulting party hereunder, the non-defaulting party shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Agreement expressly granted to the defaulting party for the performance of such duty (except in the event of an emergency, or where prompt action is required to prevent injury to persons or property, in which case the non-defaulting party need not wait for the expiration of any applicable grace or notice and cure period under this Agreement), to perform such duty on behalf and at the expense of the defaulting party without further prior notice to the defaulting party, and all sums expended or expenses incurred by the non-defaulting party, including reasonable attorneys' fees, in performing such duty, plus

an administrative fee of 12% of such amount(s), shall be due and payable upon demand by the non-defaulting party.

11.3 Specific Performance. The non-defaulting party shall be entitled to enforcement of this Agreement by a decree of specific performance requiring the defaulting party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

SECTION 12. DEFAULT RATE INTEREST. All payments becoming due from Simply Wheelz under this Agreement and remaining unpaid as and when due shall accrue interest daily until paid at the rate of 12% per annum or, if less, the maximum rate permitted by applicable law (the "Default Rate"). The provision for payment of the Default Rate shall be in addition to all of DTG's other rights and remedies, at law and in equity, with respect to overdue payments under this Agreement and shall not be construed as liquidated damages.

SECTION 13. INDEMNIFICATION.

13.1 Simply Wheelz shall indemnify and hold harmless DTG, it officers, directors, employees, stockholders and representatives (collectively, the "DTG Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any DTG Indemnified Party, whether or not arising from third party claims, by reason of any exercise by Simply Wheelz or its employees, representatives or agents of Simply Wheelz's rights granted under Section 1.1.

13.2 DTG shall indemnify and hold harmless Simply Wheelz, it officers, directors, employees, stockholders and representatives (collectively, the "Simply Wheelz Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any Simply Wheelz Indemnified Party, whether or not arising from third party claims, by reason of any use by DTG or its employees, representatives or agents of the Common Facilities.

SECTION 14. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) overnight commercial courier service, or (iii) confirmed telecopier transmission,

(a) if to DTG, at:

The DTG Corporation

225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions
Fax: (201) 307-2644

With a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

(b) if to Simply Wheelz, at:

Simply Wheelz LLC
c/o [●]

or at such other place as either party may from time to time designate by notice in writing to the other party.

SECTION 15. THE PRIME LANDLORD. This Agreement shall not (a) create privity of contract between the Prime Landlord and Simply Wheelz, or (b) be deemed to have amended the DTG Lease Agreement in any regard.

SECTION 16. SIGNAGE. Simply Wheelz shall not install, operate or maintain signage at the Joint Use Area.

SECTION 17. DEFINITIONS. The following terms have the respective meanings given to them below:

"Business Day" means a day on which banks are open for business in New York City.

"Event of Default" means the Events of Default specified in Section 10.

"Term" means the term of this Agreement, as specified in Section 2.

SECTION 18. MISCELLANEOUS.

18.1 Representations. Simply Wheelz represents and warrants to DTG that this Agreement has been duly authorized, executed and delivered by and on behalf of Simply Wheelz and constitutes the valid, enforceable and binding agreement of Simply Wheelz in accordance with the terms hereof. DTG represents and warrants to Simply

Wheelz that this Agreement has been duly authorized, executed and delivered by and on behalf of DTG and constitutes the valid, enforceable and binding agreement of DTG in accordance with the terms hereof.

18.2 No Waiver. Failure of DTG to declare any default or Event of Default or delay in taking any action in connection therewith shall not waive such default or Event of Default. No receipt of moneys by DTG from Simply Wheelz after the expiration or earlier termination of the Term or of Simply Wheelz's right of use hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Simply Wheelz or any suit commenced or judgment entered prior to receipt of such moneys.

18.3 Rights and Remedies Cumulative. All rights and remedies of the parties under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

18.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of parties hereunder.

18.5 Integration. This Agreement, the DTG Lease Agreement and all documents relating thereto, contain all of the terms, covenants, conditions and agreements between DTG and Simply Wheelz relating in any manner to the use and occupancy of the Joint Use Area. This Agreement is intended to be and shall be interpreted as an integrated and non-severable unitary agreement governing the use and occupancy of the Joint Use Area, each of which is dependent upon the validity and enforceability of the other. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants and conditions of this Agreement cannot be altered, changed, modified or added to except by a written instrument signed by each of the parties.

18.6 Governing Law; Forum. This Agreement shall be construed and enforced in accordance with the laws of the state of New York.

18.7 Waiver of Jury. DTG AND SIMPLY WHEELZ EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER DTG AGAINST SIMPLY WHEELZ OR SIMPLY WHEELZ AGAINST DTG ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, THE RELATIONSHIP OF DTG AND SIMPLY WHEELZ, SIMPLY WHEELZ'S USE OF THE JOINT USE AREA, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

18.8 Confidentiality. Simply Wheelz shall keep the content and all copies of this Agreement and the DTG Lease Agreement, all related documents and amendments, and all proposals, materials, information and matters relating hereto strictly confidential, and shall not disclose, divulge, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Simply Wheelz's employees, attorneys, agents, insurers, auditors, lenders and permitted successors and assigns (and Simply Wheelz shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof) and except as may be required by law or court proceedings.

18.9 Counterparts, etc. This Agreement may be executed in any number of counterparts (including facsimile or pdf transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Section and exhibit references herein are to sections and exhibits of this Agreement unless otherwise specified.

18.10 Attorneys' Fees. In the event of any dispute hereunder, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees.

(Signature page immediately follows)

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

DTG OPERATIONS, INC.

By: Michael E. Holdgrafer
Its: Vice President - Real Estate & Concessions

SIMPLY WHEELZ LLC,
dba ADVANTAGE RENT A CAR

By: _____
Its: _____

Exhibit A

Description and/or Depiction of Common Facilities; Description of Permitted Uses

See attached depiction of Common Facilities

Description of Permitted Uses

Preparation of cars for rental

Fueling of cars

Exhibit B

List of Fees

$2 per use of DTG's car wash and preparation area

105% of the cost of fuel to DTG, as invoiced by DTG to Simply Wheelz

EXHIBIT B-3

FORM OF JFK EXIT BOOTH AGREEMENT

See attached

EXIT BOOTH SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of [●], 20[●] by and between DTG Operations, Inc., having its principal place of business at 5330 East 31st Street, Tulsa, OK 74135 (hereinafter referred to as "DTG") and Simply Wheelz LLC dba Advantage Rent-A-Car, having its principal place of business at [●] (hereinafter referred to as "Advantage").

WHEREAS, prior to or concurrent with the date of this Agreement, Advantage has entered into an Agreement of Lease (the "Advantage Lease") with the Port Authority of New York and New Jersey (the "Port") so as to permit it to serve rental car customers in connection with its on-airport rental car operation at John F. Kennedy International Airport (the "Airport") from the parcel of land depicted and identified as the premises in the Advantage Lease (the "Advantage Location");

WHEREAS, Advantage has requested that DTG provide exit booth staffing at the Advantage Location during Advantage's normal business hours ("Exit Booth Services"); and

WHEREAS, DTG, directly or through one or more of its contractors, is willing to provide the Exit Booth Services to Advantage on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, including but not limited to payment of fees as set forth within this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PROVISION OF EXIT BOOTH SERVICES, TERM

DTG agrees to supply Exit Booth Services to Advantage and Advantage agrees to use DTG for the provision of Exit Booth Services. Except as otherwise provided in Paragraph 8, the term of this Agreement shall commence on [●], 20[●] and shall expire on the expiration of the current term or earlier termination of (i) the Advantage Lease or (ii) the Agreement of Lease, dated as of May 1, 1983, between the Port and DTG.

2. PRICING AND PAYMENT TERMS

Exit Booth Services will be provided by DTG to Advantage for a monthly charge of $[●] (the "Service Charge"). Advantage shall pay to DTG the full amount of the Service Charge not later than three business days prior to the first day of each calendar month during the term of this Agreement, provided that if the term of this Agreement begins or ends on a day other than the first or last day of a calendar month, respectively, the Service Charge payable hereunder shall be adjusted and prorated on a per diem basis

for any such month. All Service Charges shall be paid by Advantage to DTG without any set-off or deduction whatsoever.

3. TAXES AND OTHER LIABILITIES

Advantage shall pay, or reimburse, DTG for any and all sales, use, franchise, excise, value added, and similar taxes (hereinafter "Taxes") of any kind on the product and services provided by DTG pursuant to this Agreement; provided, that Advantage shall not be liable or responsible for any Taxes or other levies imposed on the net or gross income of DTG or its agents or employees. Any request for payment or reimbursement will be accompanied by appropriate documentation. Advantage may contest the imposition or amount of Taxes which are subject to payment or reimbursement pursuant to this Paragraph 3 if it so desires and, if so, DTG shall cooperate with such contest as reasonably necessary. The terms of Paragraph 3 shall survive the termination and/or expiration of this Agreement.

4. ACCESS TO ADVANTAGE FACILITY

Advantage shall provide DTG with full and free access to the Advantage Location for the purposes of furnishing Exit Booth Services pursuant to this Agreement. DTG shall adhere to all reasonable safety and security procedures applicable to the Advantage Location specified by Advantage.

5. INSURANCE

DTG will secure and keep in force at all times while Exit Booth Services are being performed under this Agreement, and thereafter where specified herein, the following insurance coverages and their respective minimum limits via policies of insurance or as a self-insured:

(1) Workers' Compensation & Employer's Liability Insurance – Workers' Compensation Insurance with applicable statutorily required limits; and Employer's Liability Insurance protection subject to the limit of not than the greater of (1) $500,000.00 and (2) the minimum amount required under applicable law of the state or states of operation.

(2) Comprehensive General Liability Insurance – Combined Single Limit per occurrence of not less than $1,000,000 combined single limit/$2,000,000 annual aggregate limit for Bodily Injury, including Death, and Property Damage.

Prior to the commencement of any Exit Booth Services and for each policy renewal or change in any pertinent insurance carriers, DTG will provide Advantage with Certificates of Insurance/Self-Insurance which reflect the required coverages (as described above).

6. CONFIDENTIAL INFORMATION

Each party acknowledges that the information supplied to the other party may include information that the party considers confidential. Each party agrees to maintain such information in strict confidence and not to disclose such information to others except on a need to know basis. Each party shall use all reasonable efforts to prevent its employees from disclosing such information. Information shall not be considered confidential if it is already known or hereafter becomes known to the general public through no breach of confidentiality by the receiving party or is already known or becomes known from a source other than a party hereto not otherwise bound to keep such information confidential, or is independently developed by the receiving party without reference to the received confidential information.

If the disclosing party should find it necessary to commence litigation against anyone resulting from a breach of confidentiality hereunder by the receiving party, its agents or subcontractors, the disclosing party is authorized to do so in its own name or in the receiving party's name, but in either instance, at the receiving party's expense (including reasonable attorney's fees) with counsel selected by the disclosing party, and the receiving party agrees to cooperate fully with the disclosing party in the prosecution of such litigation.

The receiving party recognizes that any remedy at law for any breach of confidentiality hereunder may be inadequate and agrees that the disclosing party may be entitled to temporary and/or permanent injunctive relief for any such breach by the receiving party, its agents and subcontractors. The receiving party hereby consents to and shall not object to the disclosing party seeking such temporary and/or permanent injunctive relief.

7. DEFAULT

Each of the following will constitute an event of Default by either party (hereinafter "Default"):

(1) Failure to pay monies when due hereunder, and such failure is not cured within ten (10) days after payment is due;

(2) Any representation or warranty made by either party in this Agreement is discovered to have been intentionally false or misleading in any material respect by either party as of the date on which, or as of which, the same was made; and

(3) Except for payment of monies when due, failure in any material respect to perform as required by this Agreement, or failure in any material respect to observe any covenant, condition, or agreement required by this Agreement to be performed by either party and such failure is not cured within thirty (30) days after receipt of notice thereof.

If a Default by Advantage occurs and continues, without proper cure, if subject to cure, DTG may:

(1) Terminate this Agreement, in whole or part, without prejudice to DTG's rights with respect to Advantage' obligation then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to DTG at law or in equity.

If a default by DTG occurs and continues, without a proper cure, if subject to cure, Advantage may:

(1) Terminate this Agreement, in whole or in part, without prejudice to Advantage' rights in respect of DTG's obligations then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to Advantage at law or in equity.

8. TERMINATION

This Agreement may be terminated:

(1) By Advantage at any time for any reason, upon thirty (30) days prior written notice to DTG; or

(2) By either party upon a Default by the other party, as provided in Paragraph 7.

Upon any termination of this Agreement in accordance with this Paragraph 8, Advantage will remit payment to DTG for all properly authorized Exit Booth Services completed through the date of termination.

9. FORCE MAJEURE

Except for the payment of monies when due and owing, for the period and to the extent that a party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of enforcement of any law or governmental regulation or other governmental act, or flood, war, fire, explosion or other natural catastrophe or act of God that is not within the direct control of the party claiming excuse of its performance obligations under this Agreement and which by the exercise of due diligence such party is unable to prevent or overcome (herein "Force Majeure Event"), such party shall be temporarily excused from obligations that are so prevented until the abatement of such Force Majeure Event. The term of this Agreement shall not

be extended by the period of duration of such Force Majeure Event. Notice of any such disability and any abatement shall be given forthwith to the other party.

If a Force Majeure Event prevents DTG from providing the products or services subject hereunder for a period of fifteen (15) or more consecutive business days, in whole or in part, Advantage may thereafter, on notice to DTG, suspend this Agreement with respect to the affected part or, if all Exit Booth Services are prevented, in whole.

10. INDEMNIFICATION - PERSONAL INJURY/DEATH

Each party shall indemnify, defend and save harmless the other party and their subsidiaries and their respective officers, directors, employees, agents and assigns ("Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, subrogations and expenses (including fees and expenses of legal counsel and expert witnesses) (collectively, "Damages") which may be imposed upon or incurred by or asserted against the Indemnitees, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation, employees of one or more of the Indemnitees or of either party and employees of its contractors, subcontractors or agents), or (ii) damage to the property of any person or legal entity (including without limitation, the property of one or more of the Indemnitees and the property of their contractors, subcontractors, agents or employees) in either case resulting from negligent acts or omissions arising out of the work or services performed under this Agreement by such party or its contractors, subcontractors, agents and/or employees.

If any claim is made, or any suit or action commenced, against any Indemnitee under this Agreement for which it may seek indemnification under this Paragraph 10 (collectively, "Third Party Claims"), such Indemnitee(s) shall promptly provide the other party to this Agreement (the "Notified Party" hereinafter) written notice thereof within ten (10) days of being served or provided with notice of any such Third Party Claim (setting forth in reasonable detail the facts giving rise to such Third Party Claim (to the extent known by such Indemnitee(s)) and the amount or estimated amount (to the extent reasonably estimable) of Damages arising out of, involving or otherwise in respect of such Third Party Claim); thereafter, such Indemnitee(s) shall deliver to the Notified Party, promptly following receipt by such Indemnitee(s) thereof, copies of all notices and documents (including court papers) received by such Indemnitee(s) relating to such Third Party Claim. The Notified Party may elect to assume, at its expense, sole control of the defense thereof, including any settlement negotiations with respect thereto and any settlement payments arising therefrom. If the Notified Party chooses to defend any Third Party Claim, the Indemnitee(s) shall cooperate in the defense thereof. Such cooperation shall include the retention and (upon the Notified Party's request) the provision to the Notified Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available at such times and places as may be reasonably necessary to defend against such Third Party Claim for the purpose of providing

additional information, explanation or testimony in connection with such Third Party Claim. Whether or not the Notified Party assumes the defense of a Third Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Notified Party's prior written consent (which consent shall not be unreasonably withheld or delayed). Any Indemnitee shall have the right to employ its own counsel, but all fees and expenses of such counsel shall be at its own expense. The Notified Party may settle or compromise any such Third Party Claim solely for payment of money damages, but shall not agree to any other settlement or compromise without the prior written consent of the Indemnitee(s), which consent shall not be unreasonably withheld or delayed. The terms of this Paragraph 10 shall survive the termination and/or expiration of this Agreement.

11. NON-WAIVER

No term or provision of this Agreement will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by a representative of the party claimed to have waived or consented. Consent by a party to, or waiver of, a breach or default by the other party, express or implied, will not constitute a consent to, waiver of, or excuse any different or subsequent breach or default.

12. ASSIGNMENT

Neither party may assign any of its rights hereunder without the prior written consent of the other party. Parties agree that consent under this paragraph shall not be unreasonably withheld or delayed.

13. NOTICES

Any notice, demand, request or approval required or permitted to be given under this Agreement shall be in writing and shall be effective once delivered in person or sent by registered or certified mail, postage prepaid, return-receipt requested, or other receipted mail, or when delivered by facsimile transmission to the recipient at its address, as listed below. If the address of a party shall change, that party shall notify the other party in writing of the changed address, thereafter all notices shall be sent to the new address.

If to DTG:

DTG Operations, Inc.
3550 East 31st Street
Tulsa, OK 75135
Attn: Executive Director - Properties & Concessions

With a copy to:

The Hertz Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions

And to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

If to Advantage:

Simply Wheelz LLC
c/o [●]

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to principles of conflict of laws. The courts of that State shall have personal jurisdiction over any dispute arising hereunder.

15. MODIFICATION OF AGREEMENT

No modification of this Agreement shall be binding upon the parties unless evidenced in writing and signed by both parties.

16. COUNTERPARTS AND FACSMILE SIGNATURE

This Agreement may be executed in one or more counterparts, each of which shall be considered an original of this Agreement but together shall form but one agreement. Signatures on this Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission.

17. INDEPENDENT CONTRACTORS

The relationship between and amongst the parties hereto is solely set forth in this Agreement. Neither party shall be deemed the employee, borrowed servant, officer, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other or to do any other thing on behalf of the other. No party will have or attempt to exercise any control or direction

over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective employees, agents and representatives of each party hereto shall remain its own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from any other party. No party shall be responsible for any tax collection, payment and/or reporting obligations with respect to any other party or such other party's employees, subcontractors or agents.

18. AGENCY

Neither party is authorized to act as an agent, attorney in fact or legal representative for the other nor shall either party have the authority (actual, constructive, apparent or otherwise) to assume, create or otherwise modify any obligation on the behalf of and/or in the name of the other party except as specifically set forth in this Agreement.

19. COMPLETE AGREEMENT, UNDERSTANDING, AND AUTHORITY

This Agreement represents the entire Agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, representations, or undertakings by or between the parties, whether oral or written, with respect to the subject matter hereof, if any. Any alterations of the terms of this Agreement will only be valid if made in writing and signed by both of the parties or their authorized representatives. Each party represents it is authorized to enter into this Agreement and that doing so does not violate any other obligation it may have. In addition, both parties agree and stipulate that should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, said unenforceable provision shall be deemed severable and shall not affect the remaining provisions or any other portions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth on page one (1) hereof by each party's duly authorized representative.

SIMPLY WHEELZ LLC DBA ADVANTAGE RENT-A-CAR		**DTG OPERATIONS, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	Michael E. Holdgrafer
Title:	_____	Title:	Vice President - Real Estate & Concessions

EXHIBIT B-4

FORM OF LAGUARDIA JOINT USE AGREEMENT

See attached

JOINT USE AGREEMENT

This JOINT USE AGREEMENT, dated as of [●], 20[●], is made by and between DTG OPERATIONS, INC., an Oklahoma corporation ("DTG"), and SIMPLY WHEELZ LLC, dba ADVANTAGE RENT A CAR, a Delaware limited liability company ("Simply Wheelz"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 17.

RECITALS

WHEREAS, DTG has previously entered into an Lease Agreement, dated as of November 24, 1998, with Pacifica LaGuardia LLC (the "Prime Landlord") (the "DTG Lease Agreement"), pursuant to which DTG leases certain space for the operation of a near-airport vehicle rental business at LaGuardia Airport (the "Airport") (the "DTG Lease Area"), on the terms and subject to the conditions set forth therein;

WHEREAS, Simply Wheelz has entered into a Sublease Agreement, commencing [●], 20[●], with DTG (the "Sublease Agreement"), pursuant to which Simply Wheelz has been granted certain space for the operation of a near-airport vehicle rental business using the Advantage® brand owned by Simply Wheelz at the Airport, on the terms and subject to the conditions set forth therein;

WHEREAS, in order to permit Simply Wheelz to operate the Advantage brand at the Airport, DTG is willing to grant Simply Wheelz a limited and non-exclusive right to use certain facilities located within the DTG Lease Area and specified in attached Exhibit A (the "Common Facilities"), together with certain rights of ingress and egress with respect thereto, in order to perform the services specified in attached Exhibit A with respect to each such location (the "Permitted Uses"); and

WHEREAS, the parties hereto desire to set forth their understanding concerning the joint use and operation of the Common Facilities and related rights of access;

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

SECTION 1. RIGHT TO USE AND GRANT OF EASEMENT

1.1 Grant. Subject to there terms and conditions of this Agreement, DTG hereby assigns, grants and conveys for the term of this Agreement, as set forth in Section 2 (the "Term"), (a) a non-exclusive right to use the Common Facilities solely for the Permitted Uses, and (b) a non-exclusive easement in, to and over solely that portion

of the DTG Lease Area necessary to permit Simply Wheelz access to and use of the Common Facilities in accordance with this Agreement (the "Joint Use Area").

1.2 Grant Subject to DTG Lease Agreement. This Agreement and all rights and easements granted to Simply Wheelz hereunder with respect to the Common Facilities and the DTG Lease Area are subject to the terms, conditions, provisions and restrictions of the DTG Lease Agreement (which terms are hereby incorporated herein by reference), except to the extent to which they, by their nature, or in the context of the DTG Lease Agreement are applicable solely to portions of the DTG Lease Area not included in the Joint Use Area.

1.3 Additional Use Limitations. Without limitation of the foregoing:

(a) Simply Wheelz shall not make any changes, alterations or additions in or to the Joint Use Area including but not limited to the Common Facilities;

(b) If Simply Wheelz desires to take any action and the DTG Lease Agreement would require that DTG obtain the consent of the Prime Landlord before undertaking any action of the same or similar kind, Simply Wheelz shall not undertake the same without such prior written consent of DTG, which consent shall not be unreasonably withheld, conditioned or delayed, and the Prime Landlord;

(c) Except as modified under this Agreement, DTG shall also have all other rights, and all privileges, options, reservations and remedies, granted or allowed to, or held by the Prime Landlord under the DTG Lease Agreement, including, without limitation, all rights to audit, or authorize the Prime Landlord to audit, Simply Wheelz's records pertaining to its performance of the Permitted Uses at the Joint Use Area, and Simply Wheelz agrees to keep its books and records in connection with the operation of the Permitted Uses in accordance with the terms of the DTG Lease Agreement;

(d) Notwithstanding anything to the contrary herein, Simply Wheelz shall in no event have rights in the Joint Use Area that are greater than DTG's rights in the DTG Lease Area under the DTG Lease Agreement; and

(e) In exercising any rights or easements granted pursuant to Section 1.1, Simply Wheelz shall not unreasonably interfere with DTG's full and complete use and enjoyment of all or any portion of the Joint Use Area, including but not limited to the Common Facilities, as presently used.

1.4 No Assumption of Obligations of the Prime Landlord**.** It is expressly understood and agreed by Simply Wheelz that DTG has not and does not assume and shall not have any of the obligations or liabilities of the Prime Landlord under the DTG Lease Agreement and that DTG is not making the representations or warranties, if any, made by the Prime Landlord in the DTG Lease Agreement. DTG shall not be liable in damages for or on account of any failure by the Prime Landlord to perform the obligations and duties imposed on it under the DTG Lease Agreement.

1.5 Compliance with DTG Rules. Simply Wheelz and its employees, agents and representatives shall have access to the Joint Use Area pursuant to this Agreement solely during normal business hours of DTG at the Common Facilities. During any such access, Simply Wheelz shall cause its employees who have access to the Joint Use Area to comply with the rules that are applicable to employees of DTG, including those relating to conduct of business, access, confidentiality, environmental, safety, security, health and similar matters. DTG shall inform Simply Wheelz of those rules from time to time.

SECTION 2. TERM. This Agreement shall commence on [●],[●]13 and terminate on the earliest of (a) the delivery of written notice by Simply Wheelz to DTG terminating this Agreement, (b) the expiration or earlier termination of the Sublease Agreement, and (c) the termination of this Agreement pursuant to Section 11.1; provided that the termination of this Agreement shall not terminate any party's rights or obligations accruing prior to such termination.

SECTION 3. CONDITION OF DTG LEASE AREA. THE JOINT USE AREA IS BEING MADE ACCESSIBLE BY DTG TO SIMPLY WHEELZ PURSUANT TO THIS AGREEMENT IN ITS "AS-IS, WHERE-IS" CONDITION. DTG MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS WHATSOEVER PERTAINING TO THE JOINT USE AREA, INCLUDING, WITHOUT LIMITATION, AS TO ITS CURRENT OR FUTURE CONDITION, SUITABILITY FOR ANY PURPOSE OR COMPLIANCE WITH LAW. Simply Wheelz acknowledges that it has inspected the Joint Use Area prior to the execution and delivery of this Agreement, and has determined that the Joint Use Area is suitable for the operation of the Permitted Uses and is in good order and satisfactory condition. Simply Wheelz shall exercise its rights under this Agreement in such a manner as to maintain the Joint Use Area in substantially its condition as of the date of this Agreement, reasonable wear and tear excepted. The Joint Use Area shall be used and occupied only for ingress and egress to and from the Common Facilities and the operation of the Common Facilities for the Permitted Uses on a non-exclusive basis.

SECTION 4. FEES, TAXES AND LICENSES. During the Term, Simply Wheelz shall pay to DTG for the rights and easements granted hereunder with respect to the Joint Use Area, the amounts specified in attached Exhibit B (collectively, "Fees"). Simply Wheelz shall pay DTG the full amount of the accrued Fees on the first

Business Day of each month during the Term and within three Business Days following the termination of this Agreement in accordance with Section 2. Fees shall be increased from time to time by DTG proportionate to any increases in amounts payable by DTG to the Prime Landlord under the DTG Lease Agreement attributable to the Permitted Use of the Common Facilities by Simply Wheelz. Simply Wheelz shall pay all taxes levied, assessed or charged upon Simply Wheelz's Permitted Use of the Common Facilities. Insofar as the Permitted Use of the Common Facilities by Simply Wheelz requires any licenses or permits, Simply Wheelz shall acquire such licenses and permits and be liable for their cost.

SECTION 5. ASSIGNMENT OR TRANSFER. Simply Wheelz shall not, directly or indirectly, assign, convey, pledge, mortgage or otherwise transfer this Agreement or any interest under it, or allow any transfer thereof or any lien upon Simply Wheelz's interest by operation of law or otherwise, or permit the occupancy of the Common Facilities or any part thereof by anyone other than Simply Wheelz. Notwithstanding the foregoing, Simply Wheelz may, with DTG's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and subject to receipt of the Prime Landlord's consent if required by the terms of the DTG Lease Agreement, assign this Agreement to, or permit the use of the Common Facilities by any of Simply Wheelz's Affiliates (as defined herein), or any entity with whom Simply Wheelz merges or consolidates in any reorganization, or any entity succeeding to or acquiring all or substantially all of the business and assets of Simply Wheelz; provided that, such entity has succeeded to the rights and obligations of Simply Wheelz under the Sublease Agreements and is fully capable of performing all of its obligations under this Agreement. As used in this Agreement, the term "Affiliate" means any corporation, partnership or other business entity which controls, is controlled by or is under common control with the party in question. For the purpose hereof, the words "control", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership or other business entity, (a) the ownership of more than 50% of the voting interests, or (b) the ownership of at least 20% of the voting interests and the possession of the power to direct or cause the direction of the management and policy of such corporation, partnership or other business entity by reason of the ownership of such voting interests or by virtue of voting trusts or other contractual arrangements.

SECTION 6. RULES. Simply Wheelz agrees to comply with all rules and regulations and minimum standards of operation that the Prime Landlord has made or may hereafter from time to time make for the use or operation of the Joint Use Area or the operation of the DTG Lease Area in accordance with the terms of the DTG Lease Agreement. DTG shall promptly deliver copies of any such rules and regulations and any changes thereto that it receives from the Prime Landlord to Simply Wheelz.

SECTION 7. LIENS. Simply Wheelz shall not do any act which shall in any way encumber the title of the Prime Landlord in and to the DTG Lease Area,

nor shall the interest or estate of the Prime Landlord or of DTG be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Simply Wheelz, or by reason of any other act or omission of Simply Wheelz.

SECTION 8. CASUALTY/CONDEMNATION. The terms of the DTG Lease Agreement shall control in the event of a fire or other casualty or condemnation affecting the Joint Use Area. If the DTG Lease Agreement imposes on DTG the obligation to repair or restore improvements or alterations to the Joint Use Area, DTG shall be responsible for repair or restoration of such improvements to the Joint Use Area; provided, that (i) any decision to terminate the DTG Lease Agreement as a result of any fire or other casualty or condemnation shall rest solely with DTG, and (ii) nothing contained in this Agreement (as distinct from the DTG Lease Agreement) shall impose upon DTG any obligation to repair or restore any improvements or alterations to the Joint Use Area.

SECTION 9. INSURANCE. Simply Wheelz shall procure and maintain, at its own cost and expense, such commercial general liability insurance as is required to be carried by DTG under the DTG Lease Agreement, naming DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord as additional insureds, which insurance shall not be rescindable or cancellable by the insurer with respect to DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord to be named as additional insureds. Simply Wheelz shall furnish to DTG a certificate of Simply Wheelz's insurance and copies of the applicable insurance policies required hereunder prior to Simply Wheelz's making any use of the Joint Use Area, and 30 days prior to expiration of such insurance. Simply Wheelz agrees to obtain, for the benefit of the Prime Landlord and DTG, such waivers of subrogation rights from its insurer as are required of DTG under the DTG Lease Agreement.

SECTION 10. DEFAULTS. The parties agree that any one or more of the following events, each of which shall be considered a material breach of this Agreement, shall be considered Events of Default hereunder upon written notice from the non-defaulting party after the expiration of any applicable cure period set forth below:

10.1 Simply Wheelz's Events of Default.

(a) Simply Wheelz shall default in any payment of the Fees or any other monetary obligations or payments required to be made by Simply Wheelz hereunder when due as herein provided and such default shall continue for 10 days after notice thereof in writing to Simply Wheelz; or

(b) Simply Wheelz shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by

Simply Wheelz, and such default shall continue for 30 days after notice thereof in writing to Simply Wheelz (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and Simply Wheelz proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) Simply Wheelz shall breach a provision of the DTG Lease Agreement made applicable to Simply Wheelz pursuant to this Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(d) Simply Wheelz violates the provisions of Section 5 of this Agreement by making an unpermitted transfer or assignment; or

(e) There shall have been an Event of Default (as defined in the Sublease Agreement) by Advantage under the Sublease Agreement.

10.2 DTG's Events of Default.

(a) DTG shall default in the payment of any concession fees, rent or any other monetary obligations or payments required to be made under the DTG Lease Agreement when due and such default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(b) DTG shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by DTG, and such default shall continue for 30 days after notice thereof in writing to DTG (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and DTG proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) DTG shall breach a provision of the DTG Lease Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(d) There shall have been an Event of Default by DTG under the Sublease Agreement.

10.3 Mutual Events of Default.

(a) Either party makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature; commences a voluntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action under applicable state or foreign law; consents to entry of an order for relief against it in an involuntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action in any proceeding under applicable state or foreign law; takes any corporate action, action in a legal proceeding or other steps towards, or consents to or fails to contest, the appointment of a receiver, trustee, assignee, administrator, examiner, liquidator, custodian or similar person or entity appointed under any federal, state or foreign law related to bankruptcy, expropriation, attachment, sequestration, distress, insolvency, winding-up, liquidation, readjustment of indebtedness, arrangements, composition, reorganization or other similar law for itself or any substantial part of its property; or makes any general assignment for the benefit of creditors; or

(b) A court enters an order or decree that is an order for relief against either party in an involuntary bankruptcy proceeding under the United States Bankruptcy Code, or has similar effect under applicable state or foreign law; appoints a receiver, trustee, assignee, administrator, examiner, liquidator, custodian, or similar person or entity for either party or any substantial part of their property; garnishes, attaches, seizes, forecloses upon or takes similar action against either party or any substantial part of their property; or directs the winding-up or liquidation of either party or any substantial part of their property and in any such case such order or decree or appointment is not dismissed or rescinded within 45 days.

SECTION 11. REMEDIES. Upon the occurrence of any one or more Events of Default, the non-defaulting party may exercise, without limitation of any other rights available to it hereunder or at law or in equity, any or all of the following remedies:

11.1 Termination of this Joint Use Agreement. By providing notice to the other party, terminate this Agreement, effective on the date specified by the terminating party in such notice.

11.2 Self-Help. If either party fails timely to perform any of its duties under this Agreement, in addition to all other remedies available to the non-defaulting party hereunder, the non-defaulting party shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Agreement expressly granted to the defaulting party for the performance of such duty

(except in the event of an emergency, or where prompt action is required to prevent injury to persons or property, in which case the non-defaulting party need not wait for the expiration of any applicable grace or notice and cure period under this Agreement), to perform such duty on behalf and at the expense of the defaulting party without further prior notice to the defaulting party, and all sums expended or expenses incurred by the non-defaulting party, including reasonable attorneys' fees, in performing such duty, plus an administrative fee of 12% of such amount(s), shall be due and payable upon demand by the non-defaulting party.

11.3 Specific Performance. The non-defaulting party shall be entitled to enforcement of this Agreement by a decree of specific performance requiring the defaulting party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

SECTION 12. DEFAULT RATE INTEREST. All payments becoming due from Simply Wheelz under this Agreement and remaining unpaid as and when due shall accrue interest daily until paid at the rate of 12% per annum or, if less, the maximum rate permitted by applicable law (the "Default Rate"). The provision for payment of the Default Rate shall be in addition to all of DTG's other rights and remedies, at law and in equity, with respect to overdue payments under this Agreement and shall not be construed as liquidated damages.

SECTION 13. INDEMNIFICATION.

13.1 Simply Wheelz shall indemnify and hold harmless DTG, it officers, directors, employees, stockholders and representatives (collectively, the "DTG Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any DTG Indemnified Party, whether or not arising from third party claims, by reason of any exercise by Simply Wheelz or its employees, representatives or agents of Simply Wheelz's rights granted under Section 1.1.

13.2 DTG shall indemnify and hold harmless Simply Wheelz, it officers, directors, employees, stockholders and representatives (collectively, the "Simply Wheelz Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any Simply Wheelz Indemnified Party, whether or not arising from third party claims, by reason of any use by DTG or its employees, representatives or agents of the Common Facilities.

SECTION 14. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent

by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) overnight commercial courier service, or (iii) confirmed telecopier transmission,

(a) if to DTG, at:

The DTG Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions
Fax: (201) 307-2644

With a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

(b) if to Simply Wheelz, at:

Simply Wheelz LLC
c/o [●]

or at such other place as either party may from time to time designate by notice in writing to the other party.

SECTION 15. THE PRIME LANDLORD. This Agreement shall not (a) create privity of contract between the Prime Landlord and Simply Wheelz, or (b) be deemed to have amended the DTG Lease Agreement in any regard.

SECTION 16. SIGNAGE. Simply Wheelz shall not install, operate or maintain signage at the Joint Use Area.

SECTION 17. DEFINITIONS. The following terms have the respective meanings given to them below:

"Business Day" means a day on which banks are open for business in New York City.

"Event of Default" means the Events of Default specified in Section 10.

"Term" means the term of this Agreement, as specified in Section 2.

SECTION 18. MISCELLANEOUS.

18.1 Representations. Simply Wheelz represents and warrants to DTG that this Agreement has been duly authorized, executed and delivered by and on behalf of Simply Wheelz and constitutes the valid, enforceable and binding agreement of Simply Wheelz in accordance with the terms hereof. DTG represents and warrants to Simply Wheelz that this Agreement has been duly authorized, executed and delivered by and on behalf of DTG and constitutes the valid, enforceable and binding agreement of DTG in accordance with the terms hereof.

18.2 No Waiver. Failure of DTG to declare any default or Event of Default or delay in taking any action in connection therewith shall not waive such default or Event of Default. No receipt of moneys by DTG from Simply Wheelz after the expiration or earlier termination of the Term or of Simply Wheelz's right of use hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Simply Wheelz or any suit commenced or judgment entered prior to receipt of such moneys.

18.3 Rights and Remedies Cumulative. All rights and remedies of the parties under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

18.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of parties hereunder.

18.5 Integration. This Agreement, the DTG Lease Agreement and all documents relating thereto, contain all of the terms, covenants, conditions and agreements between DTG and Simply Wheelz relating in any manner to the use and occupancy of the Joint Use Area. This Agreement is intended to be and shall be interpreted as an integrated and non-severable unitary agreement governing the use and occupancy of the Joint Use Area, each of which is dependent upon the validity and enforceability of the other. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants and conditions of this Agreement cannot be altered, changed, modified or added to except by a written instrument signed by each of the parties.

18.6 Governing Law; Forum. This Agreement shall be construed and enforced in accordance with the laws of the state of New York.

18.7 Waiver of Jury. DTG AND SIMPLY WHEELZ EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER DTG AGAINST SIMPLY WHEELZ OR SIMPLY WHEELZ AGAINST DTG ON ANY MATTER

WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, THE RELATIONSHIP OF DTG AND SIMPLY WHEELZ, SIMPLY WHEELZ'S USE OF THE JOINT USE AREA, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

18.8 Confidentiality. Simply Wheelz shall keep the content and all copies of this Agreement and the DTG Lease Agreement, all related documents and amendments, and all proposals, materials, information and matters relating hereto strictly confidential, and shall not disclose, divulge, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Simply Wheelz's employees, attorneys, agents, insurers, auditors, lenders and permitted successors and assigns (and Simply Wheelz shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof) and except as may be required by law or court proceedings.

18.9 Counterparts, etc. This Agreement may be executed in any number of counterparts (including facsimile or pdf transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Section and exhibit references herein are to sections and exhibits of this Agreement unless otherwise specified.

18.10 Attorneys' Fees. In the event of any dispute hereunder, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees.

(Signature page immediately follows)

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

DTG OPERATIONS, INC.

By: Michael E. Holdgrafer
Its: Vice President - Real Estate & Concessions

SIMPLY WHEELZ LLC,
dba ADVANTAGE RENT A CAR

By: _____
Its: _____

Exhibit A

Description and/or Depiction of Common Facilities; Description of Permitted Uses

See attached depiction of Common Facilities

Description of Permitted Uses

Preparation of cars for rental

Note: Common Facilities are outlined in red

LGA

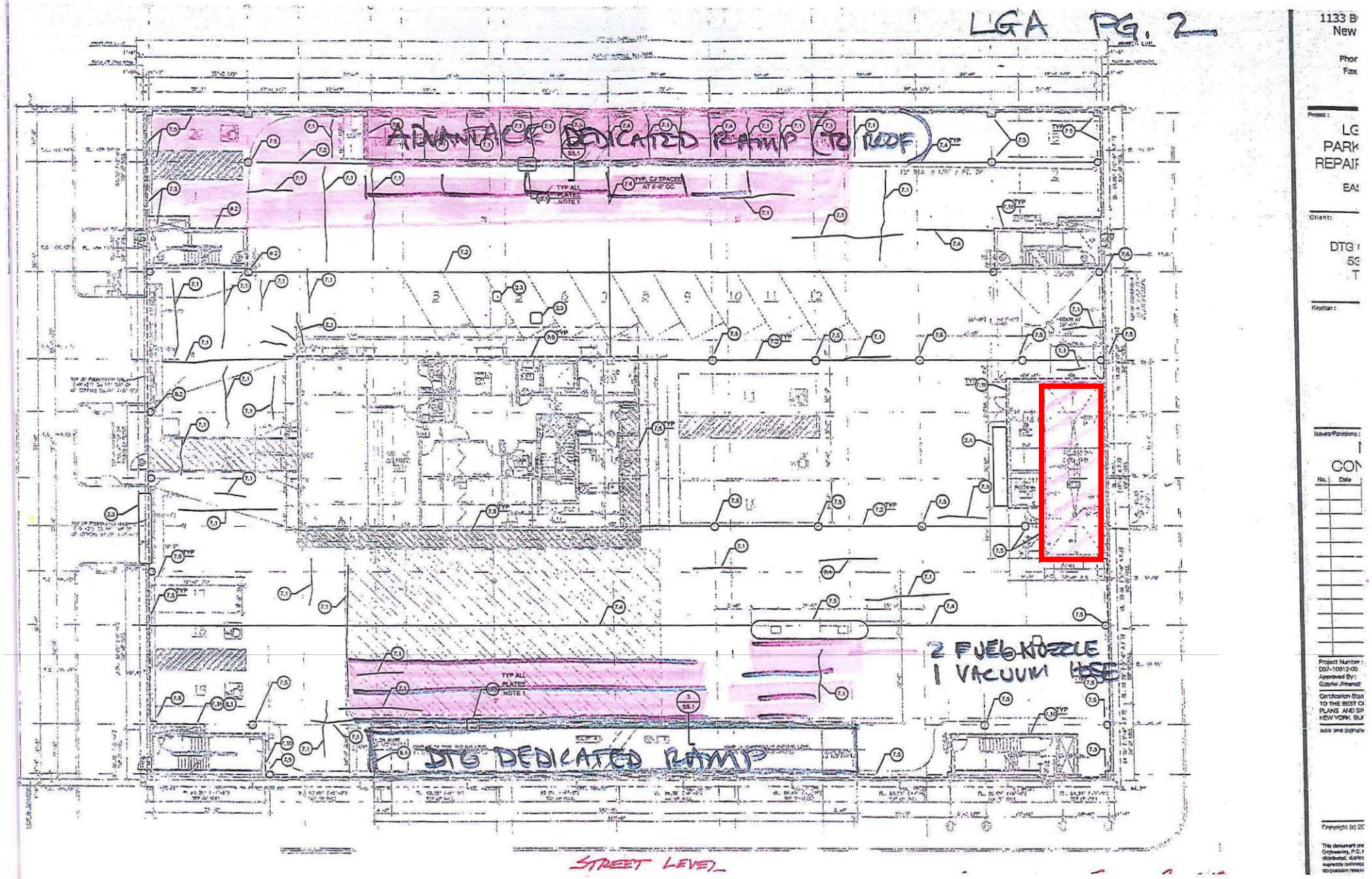


Exhibit B

List of Fees

$2 per use of DTG's car wash and preparation area

EXHIBIT B-5

FORM OF LAGUARDIA EXIT BOOTH AGREEMENT

See attached

EXIT BOOTH SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of [●], 20[●] by and between DTG Operations, Inc., having its principal place of business at 5330 East 31st Street, Tulsa, OK 74135 (hereinafter referred to as "DTG") and Simply Wheelz LLC dba Advantage Rent-A-Car, having its principal place of business at [●] (hereinafter referred to as "Advantage").

WHEREAS, prior to or concurrent with the date of this Agreement, Advantage has entered into a Sublease Agreement with DTG (the "Sublease") so as to permit it to serve rental car customers in connection with its near-airport rental car operation at LaGuardia Airport (the "Airport") from the parcel of land depicted and identified as the Premises in the Sublease (the "Advantage Location");

WHEREAS, in order to permit Advantage to operate an near-Airport car rental business in a manner consistent with DTG's current operations at the Airport, Advantage has requested that DTG provide exit booth staffing at the Advantage Location during Advantage's normal business hours ("Exit Booth Services"); and

WHEREAS, DTG, directly or through one or more of its contractors, is willing to provide the Exit Booth Services to Advantage on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, including but not limited to payment of fees as set forth within this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PROVISION OF EXIT BOOTH SERVICES, TERM

DTG agrees to supply Exit Booth Services to Advantage and Advantage agrees to use DTG for the provision of Exit Booth Services. Except as otherwise provided in Paragraph 8, the term of this Agreement shall commence on the Effective Date (as defined and provided for in the Sublease) and shall expire on the Expiration Date (as defined and provided for in the Sublease).

2. PRICING AND PAYMENT TERMS

Exit Booth Services will be provided by DTG to Advantage for a monthly charge of $[●] (the "Service Charge"). Advantage shall pay to DTG the full amount of the Service Charge not later than three business days prior to the first day of each calendar month during the term of this Agreement, provided that if the term of this Agreement begins or ends on a day other than the first or last day of a calendar month, respectively, the Service Charge payable hereunder shall be adjusted and prorated on a per diem basis

for any such month. All Service Charges shall be paid by Advantage to DTG without any set-off or deduction whatsoever.

3. TAXES AND OTHER LIABILITIES

Advantage shall pay, or reimburse, DTG for any and all sales, use, franchise, excise, value added, and similar taxes (hereinafter "Taxes") of any kind on the product and services provided by DTG pursuant to this Agreement; provided, that Advantage shall not be liable or responsible for any Taxes or other levies imposed on the net or gross income of DTG or its agents or employees. Any request for payment or reimbursement will be accompanied by appropriate documentation. Advantage may contest the imposition or amount of Taxes which are subject to payment or reimbursement pursuant to this Paragraph 3 if it so desires and, if so, DTG shall cooperate with such contest as reasonably necessary. The terms of Paragraph 3 shall survive the termination and/or expiration of this Agreement.

4. ACCESS TO ADVANTAGE FACILITY

Advantage shall provide DTG with full and free access to the Advantage Location for the purposes of furnishing Exit Booth Services pursuant to this Agreement. DTG shall adhere to all reasonable safety and security procedures applicable to the Advantage Location specified by Advantage.

5. INSURANCE

DTG will secure and keep in force at all times while Exit Booth Services are being performed under this Agreement, and thereafter where specified herein, the following insurance coverages and their respective minimum limits via policies of insurance or as a self-insured:

(1) Workers' Compensation & Employer's Liability Insurance – Workers' Compensation Insurance with applicable statutorily required limits; and Employer's Liability Insurance protection subject to the limit of not than the greater of (1) $500,000.00 and (2) the minimum amount required under applicable law of the state or states of operation.

(2) Comprehensive General Liability Insurance – Combined Single Limit per occurrence of not less than $1,000,000 combined single limit/$2,000,000 annual aggregate limit for Bodily Injury, including Death, and Property Damage.

Prior to the commencement of any Exit Booth Services and for each policy renewal or change in any pertinent insurance carriers, DTG will provide Advantage with Certificates of Insurance/Self-Insurance which reflect the required coverages (as described above).

6. CONFIDENTIAL INFORMATION

Each party acknowledges that the information supplied to the other party may include information that the party considers confidential. Each party agrees to maintain such information in strict confidence and not to disclose such information to others except on a need to know basis. Each party shall use all reasonable efforts to prevent its employees from disclosing such information. Information shall not be considered confidential if it is already known or hereafter becomes known to the general public through no breach of confidentiality by the receiving party or is already known or becomes known from a source other than a party hereto not otherwise bound to keep such information confidential, or is independently developed by the receiving party without reference to the received confidential information.

If the disclosing party should find it necessary to commence litigation against anyone resulting from a breach of confidentiality hereunder by the receiving party, its agents or subcontractors, the disclosing party is authorized to do so in its own name or in the receiving party's name, but in either instance, at the receiving party's expense (including reasonable attorney's fees) with counsel selected by the disclosing party, and the receiving party agrees to cooperate fully with the disclosing party in the prosecution of such litigation.

The receiving party recognizes that any remedy at law for any breach of confidentiality hereunder may be inadequate and agrees that the disclosing party may be entitled to temporary and/or permanent injunctive relief for any such breach by the receiving party, its agents and subcontractors. The receiving party hereby consents to and shall not object to the disclosing party seeking such temporary and/or permanent injunctive relief.

7. DEFAULT

Each of the following will constitute an event of Default by either party (hereinafter "Default"):

(1) Failure to pay monies when due hereunder, and such failure is not cured within ten (10) days after payment is due;

(2) Any representation or warranty made by either party in this Agreement is discovered to have been intentionally false or misleading in any material respect by either party as of the date on which, or as of which, the same was made; and

(3) Except for payment of monies when due, failure in any material respect to perform as required by this Agreement, or failure in any material respect to observe any covenant, condition, or agreement required by this Agreement to be performed by either party and such failure is not cured within thirty (30) days after receipt of notice thereof.

If a Default by Advantage occurs and continues, without proper cure, if subject to cure, DTG may:

(1) Terminate this Agreement, in whole or part, without prejudice to DTG's rights with respect to Advantage' obligation then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to DTG at law or in equity.

If a default by DTG occurs and continues, without a proper cure, if subject to cure, Advantage may:

(1) Terminate this Agreement, in whole or in part, without prejudice to Advantage' rights in respect of DTG's obligations then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to Advantage at law or in equity.

8. TERMINATION

This Agreement may be terminated:

(1) By Advantage at any time for any reason, upon thirty (30) days prior written notice to DTG; or

(2) By either party upon a Default by the other party, as provided in Paragraph 7.

Upon any termination of this Agreement in accordance with this Paragraph 8, Advantage will remit payment to DTG for all properly authorized Exit Booth Services completed through the date of termination.

9. FORCE MAJEURE

Except for the payment of monies when due and owing, for the period and to the extent that a party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of enforcement of any law or governmental regulation or other governmental act, or flood, war, fire, explosion or other natural catastrophe or act of God that is not within the direct control of the party claiming excuse of its performance obligations under this Agreement and which by the exercise of due diligence such party is unable to prevent or overcome (herein "Force Majeure Event"), such party shall be temporarily excused from obligations that are so prevented until the abatement of such Force Majeure Event. The term of this Agreement shall not

be extended by the period of duration of such Force Majeure Event. Notice of any such disability and any abatement shall be given forthwith to the other party.

If a Force Majeure Event prevents DTG from providing the products or services subject hereunder for a period of fifteen (15) or more consecutive business days, in whole or in part, Advantage may thereafter, on notice to DTG, suspend this Agreement with respect to the affected part or, if all Exit Booth Services are prevented, in whole.

10. INDEMNIFICATION - PERSONAL INJURY/DEATH

Each party shall indemnify, defend and save harmless the other party and their subsidiaries and their respective officers, directors, employees, agents and assigns ("Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, subrogations and expenses (including fees and expenses of legal counsel and expert witnesses) (collectively, "Damages") which may be imposed upon or incurred by or asserted against the Indemnitees, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation, employees of one or more of the Indemnitees or of either party and employees of its contractors, subcontractors or agents), or (ii) damage to the property of any person or legal entity (including without limitation, the property of one or more of the Indemnitees and the property of their contractors, subcontractors, agents or employees) in either case resulting from negligent acts or omissions arising out of the work or services performed under this Agreement by such party or its contractors, subcontractors, agents and/or employees.

If any claim is made, or any suit or action commenced, against any Indemnitee under this Agreement for which it may seek indemnification under this Paragraph 10 (collectively, "Third Party Claims"), such Indemnitee(s) shall promptly provide the other party to this Agreement (the "Notified Party" hereinafter) written notice thereof within ten (10) days of being served or provided with notice of any such Third Party Claim (setting forth in reasonable detail the facts giving rise to such Third Party Claim (to the extent known by such Indemnitee(s)) and the amount or estimated amount (to the extent reasonably estimable) of Damages arising out of, involving or otherwise in respect of such Third Party Claim); thereafter, such Indemnitee(s) shall deliver to the Notified Party, promptly following receipt by such Indemnitee(s) thereof, copies of all notices and documents (including court papers) received by such Indemnitee(s) relating to such Third Party Claim. The Notified Party may elect to assume, at its expense, sole control of the defense thereof, including any settlement negotiations with respect thereto and any settlement payments arising therefrom. If the Notified Party chooses to defend any Third Party Claim, the Indemnitee(s) shall cooperate in the defense thereof. Such cooperation shall include the retention and (upon the Notified Party's request) the provision to the Notified Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available at such times and places as may be reasonably necessary to defend against such Third Party Claim for the purpose of providing

additional information, explanation or testimony in connection with such Third Party Claim. Whether or not the Notified Party assumes the defense of a Third Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Notified Party's prior written consent (which consent shall not be unreasonably withheld or delayed). Any Indemnitee shall have the right to employ its own counsel, but all fees and expenses of such counsel shall be at its own expense. The Notified Party may settle or compromise any such Third Party Claim solely for payment of money damages, but shall not agree to any other settlement or compromise without the prior written consent of the Indemnitee(s), which consent shall not be unreasonably withheld or delayed. The terms of this Paragraph 10 shall survive the termination and/or expiration of this Agreement.

11. NON-WAIVER

No term or provision of this Agreement will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by a representative of the party claimed to have waived or consented. Consent by a party to, or waiver of, a breach or default by the other party, express or implied, will not constitute a consent to, waiver of, or excuse any different or subsequent breach or default.

12. ASSIGNMENT

Neither party may assign any of its rights hereunder without the prior written consent of the other party. Parties agree that consent under this paragraph shall not be unreasonably withheld or delayed.

13. NOTICES

Any notice, demand, request or approval required or permitted to be given under this Agreement shall be in writing and shall be effective once delivered in person or sent by registered or certified mail, postage prepaid, return-receipt requested, or other receipted mail, or when delivered by facsimile transmission to the recipient at its address, as listed below. If the address of a party shall change, that party shall notify the other party in writing of the changed address, thereafter all notices shall be sent to the new address.

If to DTG:

DTG Operations, Inc.
3550 East 31st Street
Tulsa, OK 75135
Attn: Executive Director - Properties & Concessions

With a copy to:

The Hertz Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions

And to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

If to Advantage:

Simply Wheelz LLC
c/o [●]

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to principles of conflict of laws. The courts of that State shall have personal jurisdiction over any dispute arising hereunder.

15. MODIFICATION OF AGREEMENT

No modification of this Agreement shall be binding upon the parties unless evidenced in writing and signed by both parties.

16. COUNTERPARTS AND FACSMILE SIGNATURE

This Agreement may be executed in one or more counterparts, each of which shall be considered an original of this Agreement but together shall form but one agreement. Signatures on this Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission.

17. INDEPENDENT CONTRACTORS

The relationship between and amongst the parties hereto is solely set forth in this Agreement. Neither party shall be deemed the employee, borrowed servant, officer, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other or to do any other thing on behalf of the other. No party will have or attempt to exercise any control or direction

over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective employees, agents and representatives of each party hereto shall remain its own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from any other party. No party shall be responsible for any tax collection, payment and/or reporting obligations with respect to any other party or such other party's employees, subcontractors or agents.

18. AGENCY

Neither party is authorized to act as an agent, attorney in fact or legal representative for the other nor shall either party have the authority (actual, constructive, apparent or otherwise) to assume, create or otherwise modify any obligation on the behalf of and/or in the name of the other party except as specifically set forth in this Agreement.

19. COMPLETE AGREEMENT, UNDERSTANDING, AND AUTHORITY

This Agreement represents the entire Agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, representations, or undertakings by or between the parties, whether oral or written, with respect to the subject matter hereof, if any. Any alterations of the terms of this Agreement will only be valid if made in writing and signed by both of the parties or their authorized representatives. Each party represents it is authorized to enter into this Agreement and that doing so does not violate any other obligation it may have. In addition, both parties agree and stipulate that should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, said unenforceable provision shall be deemed severable and shall not affect the remaining provisions or any other portions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth on page one (1) hereof by each party's duly authorized representative.

SIMPLY WHEELZ LLC DBA ADVANTAGE RENT-A-CAR		**DTG OPERATIONS, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	Michael E. Holdgrafer
Title:	_____	Title:	Vice President - Real Estate & Concessions

EXHIBIT B-6

FORM OF LAGUARDIA BUS SHARING AGREEMENT

See attached

BUS SHARING AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of [●], 20[●] by and between DTG Operations, Inc., having its principal place of business at 5330 East 31st Street, Tulsa, OK 74135 (hereinafter referred to as "DTG") and Simply Wheelz LLC dba Advantage Rent-A-Car, having its principal place of business at [●] (hereinafter referred to as "Advantage").

WHEREAS, prior to or concurrent with the date of this Agreement, Advantage has entered into a Sublease Agreement with DTG (the "Sublease") so as to permit it to serve rental car customers in connection with its near-airport rental car operation at LaGuardia Airport (the "Airport") from the parcel of land depicted and identified as the Premises in the Sublease (the "Advantage Location");

WHEREAS, in order to permit Advantage to operate an near-Airport car rental business in a manner consistent with DTG's current operations at the Airport, Advantage has requested that DTG extend to Advantage customers the use of the near-Airport rental car courtesy vehicle system previously operated by DTG or its affiliates for the exclusive use of DTG customers ("Busing Services"); and

WHEREAS, DTG, directly or through one or more of its contractors, is willing to provide the Busing Services to Advantage on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, including but not limited to payment of fees as set forth within this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PROVISION OF BUSING SERVICES, TERM

DTG agrees to supply Busing Services to Advantage and Advantage agrees to use such services solely in accordance with, and subject to, this Agreement. Except as otherwise provided in Paragraph 8, the term of this Agreement shall commence on the Effective Date (as defined and provided for in the Sublease) and shall expire on the Expiration Date (as defined and provided for in the Sublease).

2. PRICING AND PAYMENT TERMS

Busing Services will be provided by DTG to Advantage for a monthly charge of $[●] (the "Busing Charge"). Advantage shall pay to DTG the full amount of the Busing Charge not later than three business days prior to the first day of each calendar month during the term of this Agreement, provided that if the term of this Agreement begins or ends on a day other than the first or last day of a calendar month, respectively, the Busing

Charge payable hereunder shall be adjusted and prorated on a per diem basis for any such month. All Busing Charges shall be paid by Advantage to DTG without any set-off or deduction whatsoever.

3. TAXES AND OTHER LIABILITIES

Advantage shall pay, or reimburse, DTG for any and all sales, use, franchise, excise, value added, and similar taxes (hereinafter "Taxes") of any kind on the product and services provided by DTG pursuant to this Agreement; provided, that Advantage shall not be liable or responsible for any Taxes or other levies imposed on the net or gross income of DTG or its agents or employees. Any request for payment or reimbursement will be accompanied by appropriate documentation. Advantage may contest the imposition or amount of Taxes which are subject to payment or reimbursement pursuant to this Paragraph 3 if it so desires and, if so, DTG shall cooperate with such contest as reasonably necessary. The terms of Paragraph 3 shall survive the termination and/or expiration of this Agreement.

4. ACCESS TO ADVANTAGE FACILITY

Advantage shall provide DTG with full and free access to the Advantage Location for the purposes of furnishing Busing Services pursuant to this Agreement. DTG shall adhere to all reasonable safety and security procedures applicable to the Advantage Location specified by Advantage.

5. INSURANCE

DTG will secure and keep in force at all times while Busing Services are being performed under this Agreement, and thereafter where specified herein, the following insurance coverages and their respective minimum limits via policies of insurance or as a self-insured:

(1) Workers' Compensation & Employer's Liability Insurance – Workers' Compensation Insurance with applicable statutorily required limits; and Employer's Liability Insurance protection subject to the limit of not than the greater of (1) $500,000.00 and (2) the minimum amount required under applicable law of the state or states of operation.

(2) Comprehensive General Liability Insurance – Combined Single Limit per occurrence of not less than $1,000,000 combined single limit/$2,000,000 annual aggregate limit for Bodily Injury, including Death, and Property Damage.

(3) Business Automobile Liability Insurance – Combined Single Limit per occurrence of not less than $1,000,000 for Bodily Injury, including Death and Property

Damage. Said policy shall be specifically endorsed to extend coverage to non-owned vehicles.

Prior to the commencement of any Busing Services and for each policy renewal or change in any pertinent insurance carriers, DTG will provide Advantage with Certificates of Insurance/Self-Insurance which reflect the required coverages (as described above).

6. CONFIDENTIAL INFORMATION

Each party acknowledges that the information supplied to the other party may include information that the party considers confidential. Each party agrees to maintain such information in strict confidence and not to disclose such information to others except on a need to know basis. Each party shall use all reasonable efforts to prevent its employees from disclosing such information. Information shall not be considered confidential if it is already known or hereafter becomes known to the general public through no breach of confidentiality by the receiving party or is already known or becomes known from a source other than a party hereto not otherwise bound to keep such information confidential, or is independently developed by the receiving party without reference to the received confidential information.

If the disclosing party should find it necessary to commence litigation against anyone resulting from a breach of confidentiality hereunder by the receiving party, its agents or subcontractors, the disclosing party is authorized to do so in its own name or in the receiving party's name, but in either instance, at the receiving party's expense (including reasonable attorney's fees) with counsel selected by the disclosing party, and the receiving party agrees to cooperate fully with the disclosing party in the prosecution of such litigation.

The receiving party recognizes that any remedy at law for any breach of confidentiality hereunder may be inadequate and agrees that the disclosing party may be entitled to temporary and/or permanent injunctive relief for any such breach by the receiving party, its agents and subcontractors. The receiving party hereby consents to and shall not object to the disclosing party seeking such temporary and/or permanent injunctive relief.

7. DEFAULT

Each of the following will constitute an event of Default by either party (hereinafter "Default"):

(1) Failure to pay monies when due hereunder, and such failure is not cured within ten (10) days after payment is due;

(2) Any representation or warranty made by either party in this Agreement is discovered to have been intentionally false or misleading in any material respect by either party as of the date on which, or as of which, the same was made; and

(3) Except for payment of monies when due, failure in any material respect to perform as required by this Agreement, or failure in any material respect to observe any covenant, condition, or agreement required by this Agreement to be performed by either party and such failure is not cured within thirty (30) days after receipt of notice thereof.

If a Default by Advantage occurs and continues, without proper cure, if subject to cure, DTG may:

(1) Terminate this Agreement, in whole or part, without prejudice to DTG's rights with respect to Advantage' obligation then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to DTG at law or in equity.

If a default by DTG occurs and continues, without a proper cure, if subject to cure, Advantage may:

(1) Terminate this Agreement, in whole or in part, without prejudice to Advantage' rights in respect of DTG's obligations then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to Advantage at law or in equity.

8. TERMINATION

This Agreement may be terminated:

(1) By Advantage at any time for any reason, upon thirty (30) days prior written notice to DTG; or

(2) By either party upon a Default by the other party, as provided in Paragraph 7.

Upon any termination of this Agreement in accordance with this Paragraph 8, Advantage will remit payment to DTG for all properly authorized Busing Services completed through the date of termination.

9. FORCE MAJEURE

Except for the payment of monies when due and owing, for the period and to the extent that a party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of enforcement of any law or governmental regulation or other governmental act, or flood, war, fire, explosion or other natural catastrophe or act of God that is not within the direct control of the party claiming excuse of its performance obligations under this Agreement and which by the exercise of due diligence such party is unable to prevent or overcome (herein "Force Majeure Event"), such party shall be temporarily excused from obligations that are so prevented until the abatement of such Force Majeure Event. The term of this Agreement shall not be extended by the period of duration of such Force Majeure Event. Notice of any such disability and any abatement shall be given forthwith to the other party.

If a Force Majeure Event prevents DTG from providing the products or services subject hereunder for a period of fifteen (15) or more consecutive business days, in whole or in part, Advantage may thereafter, on notice to DTG, suspend this Agreement with respect to the affected part or, if all Busing Services are prevented, in whole.

10. EXTENSION OF BUSING SERVICES

In the event DTG is requested or compelled to provide Busing Services to allow any third party to operate an on-airport car rental business using a common-use courtesy vehicle system, DTG may so extend such services, provided that DTG shall then proportionately reduce the Busing Charge payable by Advantage thereafter to reflect the reduction in DTG's costs attributable to the provision of Busing Services to Advantage under this Agreement.

11. INDEMNIFICATION - PERSONAL INJURY/DEATH

Each party shall indemnify, defend and save harmless the other party and their subsidiaries and their respective officers, directors, employees, agents and assigns ("Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, subrogations and expenses (including fees and expenses of legal counsel and expert witnesses) (collectively, "Damages") which may be imposed upon or incurred by or asserted against the Indemnitees, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation, employees of one or more of the Indemnitees or of either party and employees of its contractors, subcontractors or agents), or (ii) damage to the property of any person or legal entity (including without limitation, the property of one or more of the Indemnitees and the property of their contractors, subcontractors, agents or employees) in either case resulting from negligent acts or omissions arising out of the work or services performed under this Agreement by such party or its contractors, subcontractors, agents and/or employees.

If any claim is made, or any suit or action commenced, against any Indemnitee under this Agreement for which it may seek indemnification under this Paragraph 11 (collectively, "Third Party Claims"), such Indemnitee(s) shall promptly provide the other party to this Agreement (the "Notified Party" hereinafter) written notice thereof within ten (10) days of being served or provided with notice of any such Third Party Claim (setting forth in reasonable detail the facts giving rise to such Third Party Claim (to the extent known by such Indemnitee(s)) and the amount or estimated amount (to the extent reasonably estimable) of Damages arising out of, involving or otherwise in respect of such Third Party Claim); thereafter, such Indemnitee(s) shall deliver to the Notified Party, promptly following receipt by such Indemnitee(s) thereof, copies of all notices and documents (including court papers) received by such Indemnitee(s) relating to such Third Party Claim. The Notified Party may elect to assume, at its expense, sole control of the defense thereof, including any settlement negotiations with respect thereto and any settlement payments arising therefrom. If the Notified Party chooses to defend any Third Party Claim, the Indemnitee(s) shall cooperate in the defense thereof. Such cooperation shall include the retention and (upon the Notified Party's request) the provision to the Notified Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available at such times and places as may be reasonably necessary to defend against such Third Party Claim for the purpose of providing additional information, explanation or testimony in connection with such Third Party Claim. Whether or not the Notified Party assumes the defense of a Third Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Notified Party's prior written consent (which consent shall not be unreasonably withheld or delayed). Any Indemnitee shall have the right to employ its own counsel, but all fees and expenses of such counsel shall be at its own expense. The Notified Party may settle or compromise any such Third Party Claim solely for payment of money damages, but shall not agree to any other settlement or compromise without the prior written consent of the Indemnitee(s), which consent shall not be unreasonably withheld or delayed. The terms of this Paragraph 11 shall survive the termination and/or expiration of this Agreement.

12. NON-WAIVER

No term or provision of this Agreement will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by a representative of the party claimed to have waived or consented. Consent by a party to, or waiver of, a breach or default by the other party, express or implied, will not constitute a consent to, waiver of, or excuse any different or subsequent breach or default.

13. ASSIGNMENT

Neither party may assign any of its rights hereunder without the prior written consent of the other party. Parties agree that consent under this paragraph shall not be unreasonably withheld or delayed.

14. NOTICES

Any notice, demand, request or approval required or permitted to be given under this Agreement shall be in writing and shall be effective once delivered in person or sent by registered or certified mail, postage prepaid, return-receipt requested, or other receipted mail, or when delivered by facsimile transmission to the recipient at its address, as listed below. If the address of a party shall change, that party shall notify the other party in writing of the changed address, thereafter all notices shall be sent to the new address.

If to DTG:

DTG Operations, Inc.
3550 East 31st Street
Tulsa, OK 75135
Attn: Executive Director - Properties & Concessions

With a copy to:

The Hertz Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions

And to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

If to Advantage:

Simply Wheelz LLC
c/o [●]

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to principles of conflict of laws. The courts of that State shall have personal jurisdiction over any dispute arising hereunder.

16. MODIFICATION OF AGREEMENT

No modification of this Agreement shall be binding upon the parties unless evidenced in writing and signed by both parties.

17. COUNTERPARTS AND FACSMILE SIGNATURE

This Agreement may be executed in one or more counterparts, each of which shall be considered an original of this Agreement but together shall form but one agreement. Signatures on this Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission.

18. INDEPENDENT CONTRACTORS

The relationship between and amongst the parties hereto is solely set forth in this Agreement. Neither party shall be deemed the employee, borrowed servant, officer, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other or to do any other thing on behalf of the other. No party will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective employees, agents and representatives of each party hereto shall remain its own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from any other party. No party shall be responsible for any tax collection, payment and/or reporting obligations with respect to any other party or such other party's employees, subcontractors or agents.

19. AGENCY

Neither party is authorized to act as an agent, attorney in fact or legal representative for the other nor shall either party have the authority (actual, constructive, apparent or otherwise) to assume, create or otherwise modify any obligation on the behalf of and/or in the name of the other party except as specifically set forth in this Agreement.

20. COMPLETE AGREEMENT, UNDERSTANDING, AND AUTHORITY

This Agreement represents the entire Agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, representations, or undertakings by or between the parties, whether oral or written, with respect to the subject matter hereof, if any. Any alterations of the terms of this Agreement will only be valid if made in writing and signed by both of the parties or their authorized representatives. Each party represents it is authorized to enter into this Agreement and that doing so does not violate any other obligation it may have. In addition, both parties agree and stipulate that should any

provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, said unenforceable provision shall be deemed severable and shall not affect the remaining provisions or any other portions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth on page one (1) hereof by each party's duly authorized representative.

SIMPLY WHEELZ LLC DBA ADVANTAGE RENT-A-CAR		**DTG OPERATIONS, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	Michael E. Holdgrafer
Title:	_____	Title:	Vice President - Real Estate & Concessions

EXHIBIT B-7

FORM OF LAGUARDIA SUBLEASE AGREEMENT

See attached

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "**Sublease Agreement**") is made and entered into this [●] day of [●], 20[●] (the "**Effective Date**"), by and between **DTG OPERATIONS, INC.**, an Oklahoma corporation ("**Sublandlord**"), and **SIMPLY WHEELZ LLC dba ADVANTAGE RENT A CAR**, a Delaware limited liability company ("**Sublessee**").

1. BASIC SUBLEASE TERMS AND PROVISIONS.

A. "**Property**": that certain parcel of land and all improvements thereon located at the intersection of 23rd Avenue, between 94th and 95th Street, Queens County, New York, as more fully described in the Prime Lease.

B. "**Premises**": subject to Section 7(A), those certain areas described and/or depicted on Exhibit A attached hereto and made a part hereof, and which constitute a portion of the Property.

C. "**Prime Landlord**": Pacifica LaGuardia LLC.

D. "**Prime Lease**": Lease Agreement, dated as of November 24, 1998, by and between Prime Landlord, as landlord, and Sublandlord, as tenant (as amended).

E. "**LGA Permit**": [●].

F. "**Commencement Date**": [●].

G. "**Expiration Date**": the earlier of (i) the expiration or earlier termination of the Prime Lease or the LGA Permit and (iii) January 31, 2018.

H. "**Rent**": see Section 6(A).

I. "**Business Day**": a day on which banks are open for business in New York City.

J. Sublandlord's Address (for notices):

DTG Operations, Inc.
3550 East 31st Street
Tulsa, OK 75135
Attn: Executive Director - Properties & Concessions

With a copy to:
The Hertz Corporation
225 Brae Boulevard

Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions

And to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

K. Sublessee's Address (for notices):

Simply Wheelz LLC
c/o [●]

L. Prime Landlord's Address (for notices):

Mr. Ash Israni
President/CEO
Pacifica LaGuardia LLC
1775 Hancock Street, Suite 185
San Diego, CA 92110

M. Payee of Rent: Sublandlord

N. Address for Payment of Rent:

The Hertz Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Vice President, Properties and Concessions

O. "**Permitted Use**": the operation of a car rental business under the Advantage brand, and for no other use or purpose.

2. PRIME LEASE. Sublandlord is the tenant under the Prime Lease which Sublandlord has entered into with Prime Landlord. Sublandlord represents and warrants to Sublessee that (a) Sublandlord has delivered to Sublessee a true and complete copy of the Prime Lease and all amendments and modifications thereto with which Sublessee shall be hereby bound to comply, (b) the Prime Lease is, as of the date hereof, in full force and effect, (c) no event of default (and no event which would, after all notice and cure periods have elapsed, constitute an event of default) has occurred under the Prime Lease on the part of Sublandlord, and (d) Sublandlord has not received any written notice that Sublandlord is in breach of any material provision of the Prime Lease, nor has Sublandlord sent a written notice of breach of the Prime Lease to Prime Landlord. If required under the terms of the Prime Lease, Sublandlord has

obtained the consent of Prime Landlord to this Sublease Agreement in accordance with the Prime Lease.

3. SUBLEASE AND EASEMENT. For and in consideration of Sublessee's representations, warranties and covenants herein and subject to the terms and conditions of this Sublease Agreement and the Prime Lease, (i) Sublandlord hereby subleases to Sublessee the Premises and such other rights as set forth herein, and Sublessee accepts and subleases the Premises from Sublandlord, and (ii) Sublandlord hereby assigns, grants and conveys for the term of this Sublease Agreement a non-exclusive easement in, to and over solely that portion of the Property necessary for ingress and egress to and from the Premises, in each case, subject to the terms and conditions of this Sublease Agreement, Sublandlord's representations, warranties and covenants herein and the Prime Lease.

4. TERM. Subject to the terms of this Sublease Agreement, the term of this Sublease Agreement (the "**Term**") shall commence on the Commencement Date and shall expire on the earlier of (a) 60 days following the delivery of written notice by Sublessee to Sublandlord terminating this Agreement and (b) the Expiration Date, unless sooner terminated by Sublandlord or Sublessee as provided in this Sublease Agreement. Sublandlord shall deliver the Premises to Sublessee on the Commencement Date.

5. CONDITION AND USE OF PREMISES. Sublandlord shall deliver the Premises to Sublessee, and Sublessee shall accept the Premises from Sublandlord in their "as-is, where-is" condition. Sublandlord makes no express or implied representations or warranties whatsoever pertaining to the Premises, including, without limitation, as to their condition, suitability for any purpose or compliance with law. Sublessee acknowledges that Sublessee has inspected the Premises prior to the execution and delivery of this Sublease Agreement, and that Sublessee accepts the Premises as suitable for the Permitted Uses and as being in good order and satisfactory condition. Sublandlord shall maintain the Premises in substantially their condition as of the date of such inspection until the Commencement Date, reasonable wear and tear excepted. Sublessee's acceptance of the Premises on the Commencement Date shall be conclusive evidence as against Sublessee that the Premises were in good order and satisfactory condition from and after the Commencement Date. The Premises shall be used and occupied only for the Permitted Uses set forth in Section 1(N).

6. RENT AND FUELING FEES.

A. **Rent**. Sublessee shall pay to Sublandlord $9,959.13 per month, for the use and occupancy of the Premises ("**Rent**").

Rent shall be increased from time to time by Sublandlord proportionate to any increases in the rents and charges payable by Sublandlord to Prime Landlord under the Prime Lease attributable to the Premises. Sublessee shall pay to Sublandlord the full amount of Rent pursuant to this Section 6(A), not later than three Business Days prior to the due date by which Sublandlord must pay its rent to Prime Landlord under the Prime Lease; provided that if the Term of this Sublease Agreement begins or ends on a day other than the first or last day of a calendar month, respectively, the Rent payable hereunder shall be adjusted and pro rated on a per

diem basis for any such month. All Rent shall be paid by Sublessee to Sublandlord, without any set-off or deduction whatsoever.

B. **Taxes and Licenses**. Sublessee shall pay all taxes levied, assessed or charged upon the Sublease and/or Sublessee's use of the Premises and/or on its improvements, fixtures, equipment or other property thereon. In addition, Sublessee shall obtain and be liable for the cost of all licenses required in connection with the operation of the Premises.

C. **Fueling Fees**. During the term of this Sublease Agreement, Sublessee shall pay to Sublandlord 105% of the actual cost of fuel consumed by Sublessee on the Premises in the immediately preceding month (the "**Fueling Fees**"). Sublessee shall pay to Sublandlord the full amount of the accrued Fuel Fees on the first Business Day of each month during the term of this Sublease Agreement and within three Business Days following the expiration or earlier termination of this Sublease Agreement. Fueling Fees shall be increased from time to time by Sublandlord proportionate to any increases in amounts payable by Sublandlord under the Prime Lease attributable to Sublessee's use of the fueling facilities on the Premises.

7. PRIME LEASE.

A. **Subject to Prime Lease.** This Sublease and all rights of Sublessee hereunder with respect to the Premises are subject to the terms, conditions and provisions of the Prime Lease. Except as modified or otherwise provided under this Sublease Agreement, Sublessee, as if it were the Tenant under the Prime Lease, hereby assumes and agrees to perform faithfully and on time, and be bound by, with respect to the Premises only and only with respect to obligations which arise after the Commencement Date, and in addition to all of Sublessee's other obligations set forth in this Sublease, all of Sublandlord's obligations, covenants, and agreements under the Prime Lease and all terms, conditions, provisions and restrictions contained in the Prime Lease (which terms are hereby incorporated herein by this reference), except to the extent to which they, by their nature, or in the context of the Prime Lease are intended to apply only to the relationship between the Prime Landlord and the Sublandlord (collectively, the "**Excluded Lease Provisions**"). For the avoidance of doubt, this Sublease shall not eliminate or reduce any of Sublandlord's rights, obligations, liabilities, and responsibilities pursuant to all of the terms and conditions of the Prime Lease. Sublessee and Sublandlord expressly agree that the Prime Landlord is a third party beneficiary of this Sublease and is entitled to enforce the provisions in the Prime Lease that have been assumed by Sublessee. In the event of any reallocation of the Property by Prime Landlord (a "**Reallocation**"), "Premises" shall no longer meant he areas described and/or depicted on Exhibit A and shall instead mean the areas reasonably designated by Sublandlord to proportionately reflect the increase, decrease or relocation of the Property as a result of the Reallocation.

B. **Limitation and Grant of Rights.** Without limitation of the foregoing:

1. Sublessee shall not make any changes, alterations or additions in or to the Premises except as expressly permitted by the terms hereof and by the Prime Lease;

2. If Sublessee desires to take any action and the Prime Lease would require that Sublandlord obtain the consent of Prime Landlord before undertaking any action of the same or similar kind, Sublessee shall not undertake the same without the prior written consent of Prime Landlord, which Sublandlord shall use commercially reasonable efforts to obtain, provided that Sublandlord shall not be required to incur any unreimbursed expenses in connection with seeking any such consent;

3. All rights given to Prime Landlord and its agents and representatives by the Prime Lease to access and inspect the Premises shall inure to the benefit of Prime Landlord, Sublandlord and their respective agents and representatives;

4. Except as modified under this Sublease Agreement, Sublandlord shall also have all other rights, and all privileges, options, reservations and remedies, granted or allowed to, or held by Prime Landlord under the Prime Lease; and

5. Notwithstanding anything to the contrary herein, Sublessee shall have no rights in the Premises that are greater than Sublandlord's rights in the Premises under the Prime Lease.

C. **No Assumption of Obligations of Prime Landlord.** It is expressly understood and agreed by Sublessee that Sublandlord has not and does not assume and shall not have any of the obligations or liabilities of Prime Landlord under the Prime Lease and that Sublandlord is not making the representations or warranties, if any, made by Prime Landlord in the Prime Lease. Sublandlord shall not be liable in damages for or on account of any failure by Prime Landlord to perform the obligations and duties imposed on it under the Prime Lease.

D. **Obligations under Prime Lease.** The parties hereby confirm, each to the other, that it is not practical in this Sublease Agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease Agreement. Accordingly, in order to afford to Sublessee the benefits of this Sublease Agreement and of those provisions of the Sublease Agreement which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Sublandlord against a default by Sublessee which might cause a default or event of default by Sublandlord under the Prime Lease, Sublandlord and Sublessee, as appropriate, further agree as follows:

1. Except as expressly provided to the contrary herein including with respect to the Excluded Lease Provisions, Sublessee shall perform all affirmative covenants of Sublandlord contained in the Prime Lease (including without limitation all obligations to indemnify Prime Landlord), shall refrain from performing any act which is prohibited by the negative covenants of Sublandlord contained in the Prime Lease and will not by its act or omission to act, cause a default under the Prime Lease.

2. Sublandlord shall not agree to any amendment to the Prime Lease (except those required by Prime Landlord) which (i) would create any additional liability for fees or other charges due from Sublessee under this Sublease Agreement and which is disproportionate to any additional liability or burden incurred by Sublandlord under the Prime Lease or (ii) would materially reduce the utility of the Premises, unless Sublandlord shall first obtain Sublessee's prior written approval thereof (which shall not be unreasonably withheld, conditioned or delayed). In the event that Sublessee fails to deliver approval or disapproval of any such proposed amendment to the Prime Lease within ten Business Days after the date of Sublandlord's written request for approval and delivery of the proposed amendment in accordance with the notice provisions hereof, such proposed amendment to the Prime Lease shall be deemed approved by Sublessee.

3. Sublandlord shall not permit the Prime Lease to be terminated by reason of any default by Sublandlord thereunder which is not attributable to any default by Sublessee under this Sublease Agreement.

4. Sublessee shall be entitled to all rights of the Sublandlord under the Prime Lease with respect to the Premises, as set forth in the Prime Lease; provided that Sublessee shall not be entitled to any compensation for leasehold improvements upon any early termination or condemnation under the Prime Lease.

5. Sublandlord shall, at the Sublessee's direction and expense, enforce all of Sublessee's rights under the Prime Lease.

8. SUBLESSEE'S OBLIGATIONS.

A. **Costs.** Sublessee shall be responsible for, and shall pay for all costs incurred by Sublessee and all reasonable out-of-pocket, bona fide, third-party costs incurred by Sublandlord in connection with the Premises and the operation thereof, including, without limitation, any utilities consumed in the Premises (to the extent that Sublandlord pays such amounts with respect to the Premises under the Prime Lease) and the cost of construction and/or installation of any fencing, divider, drive lane, walkway, or signage required to delineate the Premises and/or separate Subtenant's operations from Sublandlord's operations on the Property. If such costs are paid directly by Sublandlord, Sublandlord shall provide Sublessee with reasonable documentation of such costs.

B. **Maintenance.** Sublessee shall be responsible for all maintenance, repairs and replacements as to the Premises and to its furniture, fixtures, equipment and other personal property located thereon, and shall otherwise comply in all respects with the requirements of the Prime Lease with respect to the Premises.

C. **Fueling Facilities**. Notwithstanding anything herein to the contrary, Sublandlord shall be responsible for maintenance costs attributable to the day-to-day use of the fueling facilities located on the Premises in the ordinary course of business, including, for the

avoidance of doubt, costs relating to maintenance of any fuel tanks or fuel nozzles located on the Premises.

9. QUIET ENJOYMENT. Sublandlord represents that it has full power and authority to enter into this Sublease Agreement. So long as an Event of Default by Sublessee has not occurred and is continuing, Sublessee's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Sublandlord, or by any person claiming by, through, or under Sublandlord.

10. INSURANCE. Sublessee shall procure and maintain, at its own cost and expense, such liability, property and other insurance as is required to be carried by Sublandlord under the Prime Lease, naming Sublandlord, Prime Landlord and all parties required by Sublandlord and by Prime Landlord as additional insureds, which insurance shall not be rescindable or cancellable by the insurer with respect to the Sublandlord, Prime Landlord and all parties required by Sublandlord and by Prime Landlord to be named as additional insureds. If the Prime Lease requires Sublandlord to insure leasehold improvements or alterations, then Sublessee shall insure such leasehold improvements which are located in the Premises. Sublessee shall furnish to Sublandlord a certificate of Sublessee's insurance and copies of the applicable insurance policies required hereunder upon Sublessee's taking possession of the Premises, and 30 days prior to expiration of such insurance. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Sublessee hereby waives claims against Prime Landlord and Sublandlord for property damage to the Premises or its contents if and to the extent that Sublandlord waives such claims against Prime Landlord under the Prime Lease. Sublessee agrees to obtain, for the benefit of Prime Landlord and Sublandlord, such waivers of subrogation rights from its insurer as are required of Sublandlord under the Prime Lease. Sublandlord agrees to use commercially reasonable efforts in good faith to obtain from Prime Landlord a waiver of claims for insurable property damage losses and an agreement from Prime Landlord to obtain a waiver of subrogation rights in Prime Landlord's property insurance, if and to the extent that Prime Landlord waives such claims against Sublandlord under the Prime Lease or is required under the Prime Lease to obtain such waiver of subrogation rights.

11. ASSIGNMENT OR TRANSFER. Sublessee shall not, directly or indirectly, assign, convey, pledge, mortgage or otherwise transfer this Sublease Agreement or any interest under it, or allow any transfer thereof or any lien upon Sublessee's interest by operation of law or otherwise, or permit the occupancy of the Premises or any part thereof by anyone other than Sublessee. Notwithstanding the foregoing, Sublessee may, with Sublandlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and subject to receipt of Prime Landlord's consent if required by the terms of the Prime Lease, assign this Sublease Agreement to, or permit the use and occupancy of all or any portion of the Premises by any of Sublessee's Affiliates (as defined herein), or any entity with whom Sublessee merges or consolidates in any reorganization, or any entity succeeding to or acquiring all or substantially all of the business and assets of Sublessee, provided that such entity is fully capable of performing all of its obligations under this Sublease Agreement and the Prime Lease (a "**Permitted Transfer**"). As used in this Sublease Agreement, the term "**Affiliate**" means any corporation,

partnership or other business entity which controls, is controlled by or is under common control with the party in question. For the purpose hereof, the words "control", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership or other business entity, (a) the ownership of more than 50% of the voting interests, or (b) the ownership of at least 20% of the voting interests and the possession of the power to direct or cause the direction of the management and policy of such corporation, partnership or other business entity by reason of the ownership of such voting interests or by virtue of voting trusts or other contractual arrangements.

12. RULES. Sublessee agrees to comply with all rules and regulations and minimum standards of operation that Prime Landlord has made or may hereafter from time to time make for the Premises in accordance with the terms of the Prime Lease. Sublandlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their Prime Leases or of such rules and regulations. Sublandlord shall deliver copies of any such rules and regulations and any changes thereto that it receives from Prime Landlord to Sublessee.

13. REPAIRS AND COMPLIANCE. Sublessee shall promptly pay for repairs as set forth in Section 8(B) and Sublessee shall, at Sublessee's own expense, comply with all applicable laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to Sublessee's particular use or manner of use of the Premises.

14. ALTERATIONS. Sublessee may make any alterations or improvements in or additions to the Premises only to the extent and on the terms permitted in the Prime Lease and to the extent such alterations, improvements and additions would not adversely affect Sublandlord's use and enjoyment of the remainder of the Property. Sublandlord may make any alterations or improvements in or additions to the Property only to the extent and on the terms permitted in the Prime Lease and to the extent such alterations, improvements and additions would not adversely affect Sublessee's use and enjoyment of the Premises. If Sublessee desires to make any alterations or improvements in or additions to the Premises, and the Prime Lease would require that Sublandlord obtain the consent of Prime Landlord before undertaking any such alterations, improvements or additions, Sublessee shall not undertake the same without the prior written consent of Prime Landlord, which Sublandlord shall use commercially reasonable efforts to obtain, provided that Sublandlord shall not be required to incur any unreimbursed expenses in obtaining such consent. Sublessee shall be subject to all of the terms and conditions of the Prime Lease in connection with any such alterations.

15. LIENS. Sublessee shall not do any act which shall in any way encumber the title of Prime Landlord in and to Premises or the Property, nor shall the interest or estate of Prime Landlord or of Sublandlord in and to the Premises or the Property be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Sublessee, or by reason of any other act or omission of Sublessee. Any claim to, or lien upon, the Premises arising from any act or omission of Sublessee shall accrue only against any interest of Sublessee as a result of this Sublessee Agreement and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the

Property pursuant to the Prime Lease. Without limiting the generality of the foregoing, Sublessee shall not permit the Premises or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Sublessee or claimed to have been furnished to Sublessee in connection with work of any character performed or claimed to have been performed to the Premises by, or at the direction or sufferance of, Sublessee.

16. CASUALTY/CONDEMNATION. The terms of the Prime Lease shall control in the event of a fire or other casualty or condemnation affecting the Premises. If the Prime Lease imposes on Sublandlord the obligation to repair or restore improvements or alterations to the Property, Sublessee shall be responsible for repair or restoration of such improvements or alterations to the Premises, provided that any decision to terminate the Prime Lease as a result of any fire or other casualty or condemnation shall rest solely with Sublandlord.

17. SURRENDER. At the expiration the Term or earlier termination of this Sublease Agreement, Sublessee shall at once surrender and deliver up the Premises, including all improvements thereto, to Sublandlord in good condition and repair, reasonable wear, tear and damage caused by any casualty excepted and otherwise in the condition that existed as of the Commencement Date and as required by the terms of the Prime Lease; conditions existing because of Sublessee's failure to perform maintenance, repairs or replacements as required of Sublessee under this Sublease Agreement shall not be deemed "reasonable wear and tear." In the event that Sublandlord or Prime Landlord and/or the terms of the Prime Lease require that Sublessee remove any alterations, improvements or additions made by Sublessee upon the expiration of the Term or earlier termination of this Sublease Agreement, Sublessee shall restore the Premises to their condition prior to the making of such improvements, alterations or additions, repairing any damage occasioned by such removal or restoration. Sublessee shall not be responsible for the restoration of any portion of the Premises to the extent the improvements, alterations or additions necessitating any such restoration were made by or on behalf of Sublandlord prior to the Commencement Date. In the event that Sublessee does not make such removal in accordance with this Section 17, Sublandlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Sublessee, or warehouse the same, at Sublessee's expense, plus interest at the Default Rate (as hereinafter defined).

18. REMOVAL OF SUBLESSEE'S PROPERTY. Upon the expiration of the Term or earlier termination of this Sublease Agreement, Sublessee shall remove Sublessee's articles of personal property, equipment and trade fixtures, as well as all cabling, wiring and servers brought onto the Premises by Sublessee (collectively, the "**Trade Fixtures**"), provided that Sublessee shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof but only to the condition required under the Prime Lease. If Sublessee does not remove Sublessee's Trade Fixtures from the Premises prior to the expiration of the Term or earlier termination of this Sublease Agreement in accordance with and to the extent required under the Prime Lease, Sublandlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Sublessee, or warehouse the same, and Sublessee shall pay the

cost (together with interest thereon at the Default Rate until paid) of such removal, repair, restoration, delivery or warehousing to Sublandlord on demand, or Sublandlord may treat said Trade Fixtures as having been conveyed to Sublandlord with this Sublease Agreement as a bill of sale, without further payment or credit by Sublandlord to Sublessee.

19. HOLDING OVER. Sublessee shall have no right to occupy the Premises or any portion thereof after the expiration of the Term or earlier termination of this Sublease Agreement. In the event Sublessee or any party claiming by, through or under Sublessee holds over, Sublandlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Sublandlord to Prime Landlord, as well as any and all amounts incurred by Sublandlord under the Prime Lease by reason of such holdover, including but not limited to any increases in the fees, rent and charges payable by Sublandlord to Prime Landlord during such holdover period.

20. DEFAULTS. The parties agree that any one or more of the following events, each of which shall be considered a material breach of this Agreement, shall be considered **Events of Default** hereunder upon written notice from the non-defaulting party after the expiration of any applicable cure period set forth below:

A. **Sublessee's Events of Default.**

1. Sublessee shall default in any payment of Rent or any other monetary obligations or payments required to be made by Sublessee hereunder when due as herein provided and such default shall continue for 10 days after notice thereof in writing to Sublessee; or

2. Sublessee shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Sublessee, and such default shall continue for 30 days after notice thereof in writing to Sublessee (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and Sublessee proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

3. Sublessee shall breach a provision of the Prime Lease made applicable to Sublessee pursuant to this Sublease Agreement or, by its breach of the terms of this Sublease Agreement, cause a default under the Prime Lease and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the Prime Lease; or

4. Sublessee violates the provisions of Section 11 of this Sublease Agreement by making an unpermitted transfer or assignment.

B. **Sublandlord's Events of Default.**

1. Sublandlord shall default in the payment of any rent or any other monetary obligations or payments required to be made under the Prime Lease when due and such default shall not be cured within the time, if any, permitted for such cure under the Prime Lease; or

2. Sublandlord shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Sublandlord, and such default shall continue for 30 days after notice thereof in writing to Sublandlord (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and Sublandlord proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

3. Sublandlord shall breach a provision of the Prime Lease or, by its breach of the terms of this Sublease Agreement, cause a default under the Prime Lease and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the Prime Lease.

C. **Mutual Events of Default.**

1. Either party makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature; commences a voluntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action under applicable state or foreign law; consents to entry of an order for relief against it in an involuntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action in any proceeding under applicable state or foreign law; takes any corporate action, action in a legal proceeding or other steps towards, or consents to or fails to contest, the appointment of a receiver, trustee, assignee, administrator, examiner, liquidator, custodian or similar person or entity appointed under any federal, state or foreign law related to bankruptcy, expropriation, attachment, sequestration, distress, insolvency, winding-up, liquidation, readjustment of indebtedness, arrangements, composition, reorganization or other similar law for itself or any substantial part of its property; or makes any general assignment for the benefit of creditors; or

2. A court enters an order or decree that is an order for relief against either party in an involuntary bankruptcy proceeding under the United States Bankruptcy Code, or has similar effect under applicable state or foreign law; appoints a receiver, trustee, assignee, administrator, examiner, liquidator, custodian, or similar person or entity for either party or any substantial part of their property; garnishes, attaches, seizes, forecloses upon or takes similar action against either party or any substantial part of their property; or directs the winding-up or liquidation of either party or any substantial part of their property and in any such case such order or decree or appointment is not dismissed or rescinded within 45 days.

21. REMEDIES.

A. **Sublandlord's Remedies.** Upon the occurrence of any one or more Events of Default, Sublandlord may exercise, without limitation of any other rights available to it hereunder or at law or in equity, any or all of the following remedies:

1. **Prime Lease Remedies.** Any remedy against Sublessee available to Prime Landlord that Prime Landlord may exercise for default by Sublandlord under Section 16 of the Prime Lease, each of which is incorporated herein.

2. **Default Rate Interest.** All payments becoming due from Sublessee under this Sublease Agreement and remaining unpaid as and when due shall accrue interest daily until paid at the rate of 12% per annum or such higher rate as may accrue under the Prime Lease with respect to delinquent rent or, if less, the maximum rate permitted by applicable law (the "**Default Rate**"). In addition, in the event that Sublandlord pays to Prime Landlord any amounts owed by Sublessee to Prime Landlord directly upon an Event of Default, Sublessee shall immediately upon demand reimburse Sublandlord therefor, which amount shall include interest at the Default Rate. The provision for payment of the Default Rate shall be in addition to all of Sublandlord's other rights and remedies, at law and in equity, with respect to overdue payments under this Sublease Agreement and shall not be construed as liquidated damages.

B. **Mutual Remedies.** Upon the occurrence of any one or more Events of Default, the non-defaulting party may exercise, without limitation of any other rights available to it hereunder or at law or in equity, any or all of the following remedies:

1. **Termination of this Sublease Agreement**. By providing notice to the defaulting party, terminate this Agreement, effective on the date specified by the non-defaulting party in such notice.

2. **Self-Help.** If either party fails timely to perform any of its duties under this Sublease Agreement, in addition to all other remedies available to the non-defaulting party hereunder, the non-defaulting party shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Sublease Agreement expressly granted to the defaulting party for the performance of such duty (except in the event of an emergency, or where prompt action is required to prevent injury to persons or property, in which case the non-defaulting party need not wait for the expiration of any applicable grace or notice and cure period under this Sublease Agreement), to perform such duty on behalf and at the expense of the defaulting party without further prior notice to the defaulting party, and all sums expended or expenses incurred by the non-defaulting party, including reasonable attorneys' fees, in performing such duty, plus an administrative fee of 12% of such amount(s), shall be due and payable upon demand by the non-defaulting party.

3. **Specific Performance.** The non-defaulting party shall be entitled to enforcement of this Sublease Agreement by a decree of specific performance requiring the defaulting party to fulfill its obligations under this Sublease Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

22. RIGHT TO CURE. If Sublandlord fails timely to perform any of its duties under the Prime Lease which gives Prime Landlord the right to terminate the Prime Lease or any portion of such Agreement or gives Prime Landlord another remedy, in each case which in the reasonable judgment of Sublessee jeopardizes this Sublease Agreement or the exercise of any of its material rights hereunder, in addition to all other remedies available to Sublessee hereunder, Sublessee shall have the right (but not the obligation) to perform such duty on behalf and at the expense of Sublandlord without further prior notice to Sublandlord, and all sums expended or expenses incurred by Sublessee, including reasonable attorneys' fees, in performing such duty, plus an administrative fee of 12% of such amount(s), shall be due and payable upon demand by Sublessee.

23. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by (i) United States registered or certified mail, postage prepaid, return receipt requested or (ii) overnight commercial courier service (x) if to Sublessee, to the address set forth in Section 1(J), or such other place as Sublessee may from time to time designate by notice in writing to Sublandlord or (y) if to Sublandlord, addressed to Sublandlord at the address specified in Section 1(I), or at such other place as Sublandlord may from time to time designate by notice in writing to Sublessee. Each party agrees to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord relating to or affecting the Premises within 24 hours after receipt.

24. PRIME LANDLORD. This Sublease Agreement shall not (a) create privity of contract between Prime Landlord and Sublessee, or (b) be deemed to have amended the Prime Lease in any regard.

25. SIGNAGE. Sublessee shall have all rights to install, operate and maintain signage at the Premises, subject to the restrictions set forth in the Prime Lease and this Sublease Agreement.

26. BROKERAGE. Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease Agreement and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease Agreement or the negotiation thereof on behalf of such party.

27. MISCELLANEOUS.

A. **Representations.** Sublessee represents and warrants to Sublandlord that this Sublease Agreement has been duly authorized, executed and delivered by and on behalf of Sublessee and constitutes the valid, enforceable and binding agreement of Sublessee in accordance with the terms hereof. Sublandlord represents and warrants to Sublessee that this Sublease Agreement has been duly authorized, executed and delivered by and on behalf of Sublandlord and constitutes the valid, enforceable and binding agreement of Sublandlord in accordance with the terms hereof.

B. **No Waiver.** Failure of Sublandlord to declare any default or Event of Default or delay in taking any action in connection therewith shall not waive such default or Event of Default. No receipt of moneys by Sublandlord from Sublessee after the expiration the Term or earlier termination of this Sublease Agreement or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Sublessee or any suit commenced or judgment entered prior to receipt of such moneys.

C. **Rights and Remedies Cumulative.** All rights and remedies of Sublandlord and Sublessee under this Sublease Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

D. **Successors and Assigns.** This Sublease Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of parties hereunder.

E. **Integration.** This Sublease Agreement, the Prime Lease and all documents relating thereto, contain all of the terms, covenants, conditions and agreements between Sublandlord and Sublessee relating in any manner to the rental, use and occupancy of the Premises. This Sublease Agreement is intended to be and shall be interpreted as an integrated and non-severable unitary agreement governing the rental, use and occupancy of the Premises, each of which is dependent upon the validity and enforceability of the other. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants and conditions of this Sublease Agreement cannot be altered, changed, modified or added to except by a written instrument signed by Sublandlord and Sublessee.

F. **Governing Law; Forum.** This Sublease Agreement shall be construed and enforced in accordance with the laws of the state of New York.

G. **Waiver of Jury.** Sublandlord and Sublessee each hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Sublandlord against Sublessee or Sublessee against Sublandlord on any matter whatsoever arising out of, or in any way connected with, this Sublease Agreement, the relationship of Sublandlord and Sublessee, Sublessee's use of the Premises or operation of the Sublease, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

H. **Confidentiality.** Sublessee shall keep the content and all copies of this Sublease Agreement and the Prime Lease, all related documents and amendments, and all

proposals, materials, information and matters relating hereto strictly confidential, and shall not disclose, divulge, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Sublessee's employees, attorneys, agents, insurers, auditors, lenders and permitted successors and assigns (and Sublessee shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof) and except as may be required by law or court proceedings.

I. **Counterparts, etc.** This Sublease Agreement may be executed in any number of counterparts (including facsimile transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Section and exhibit references herein are to sections and exhibits of this Sublease Agreement unless otherwise specified.

J. **Attorneys' Fees.** In the event of any dispute hereunder, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees.

(Signature page immediately follows)

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

SUBLANDLORD

DTG OPERATIONS, INC.

By: Michael E. Holdgrafer
Its: Vice President - Real Estate & Concessions

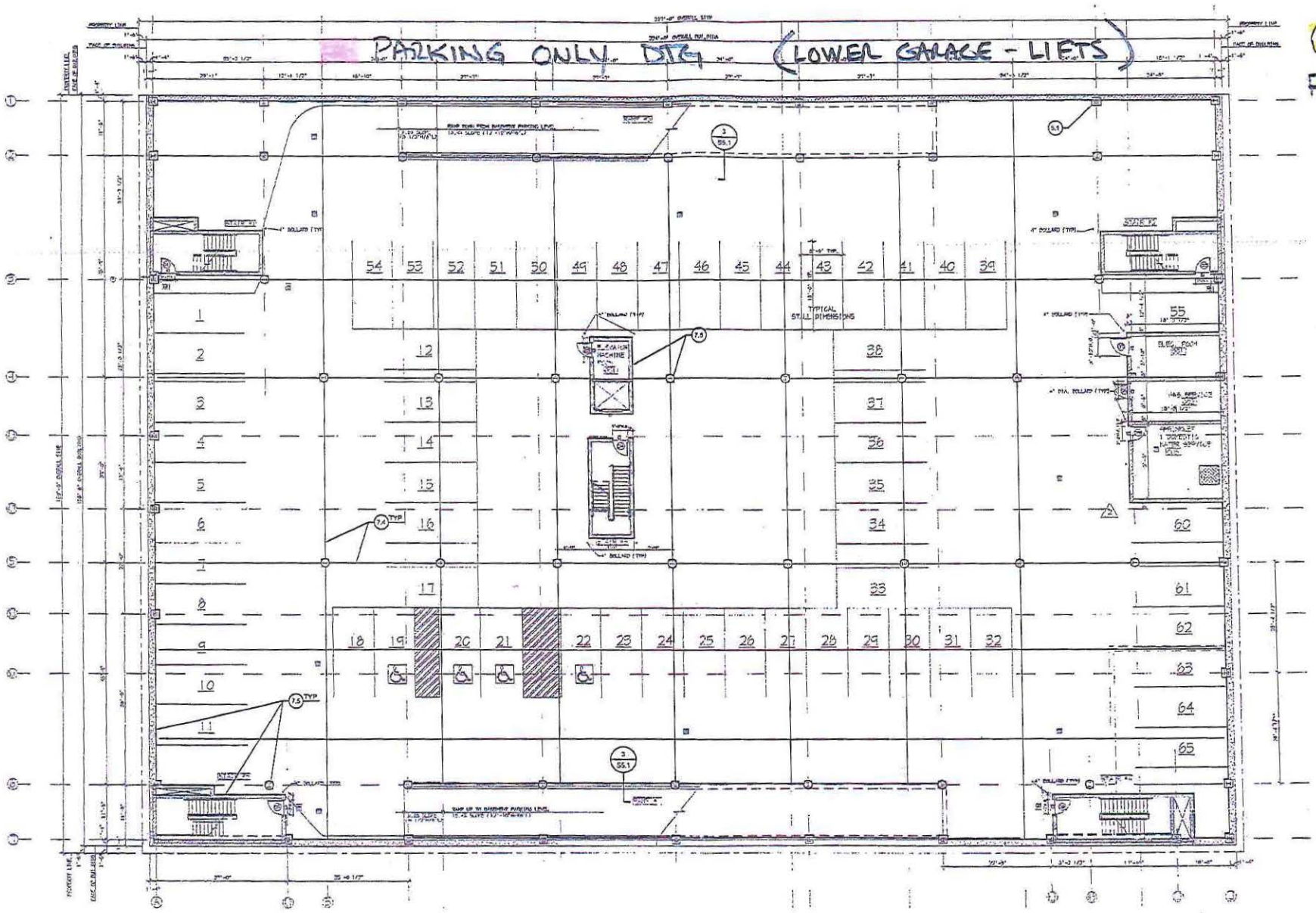
SUBLESSEE

SIMPLY WHEELZ LLC,
dba ADVANTAGE RENT A CAR

By: _____
Its: _____

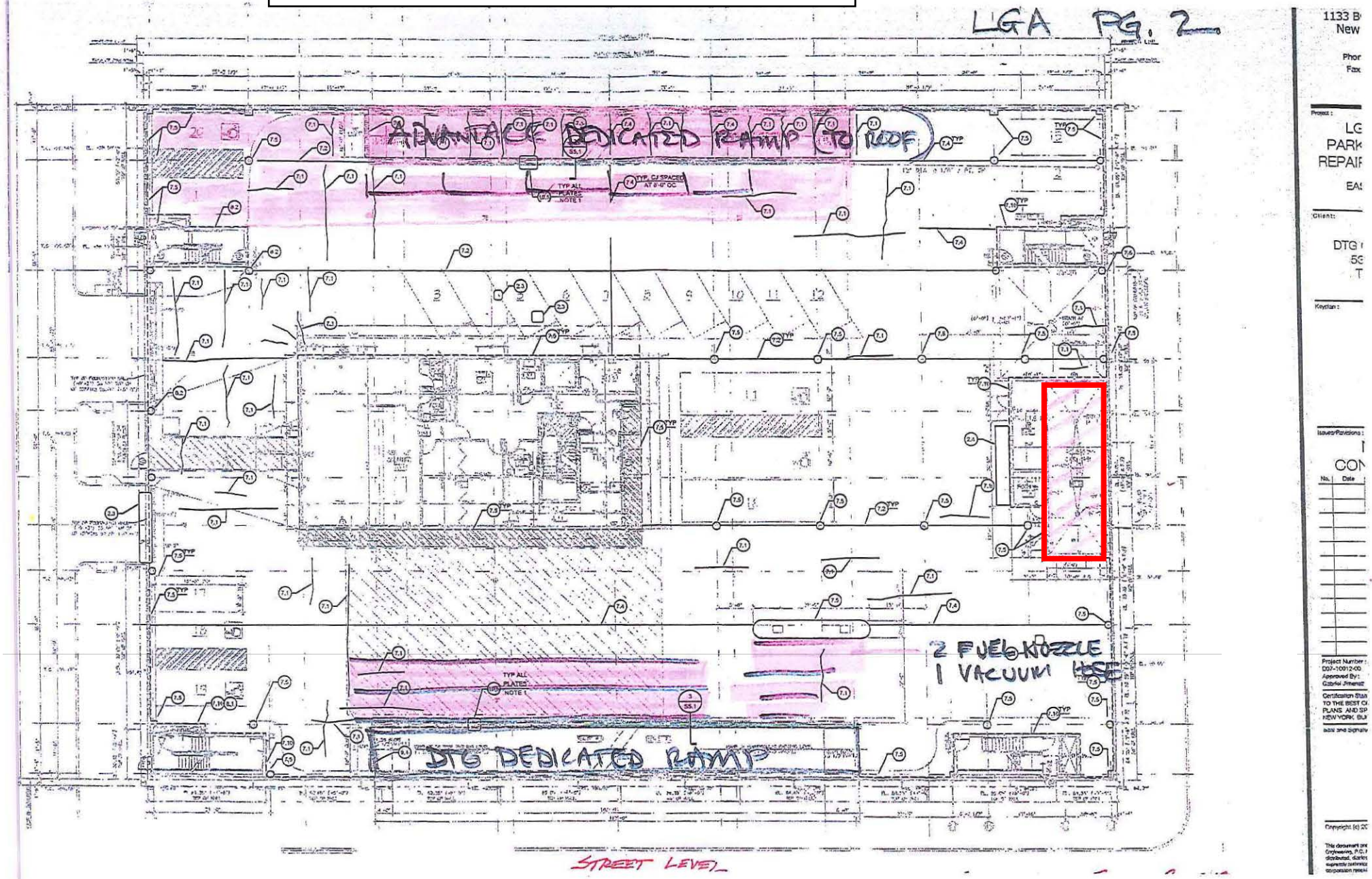
Exhibit A

Description and/or Depiction of the Premises

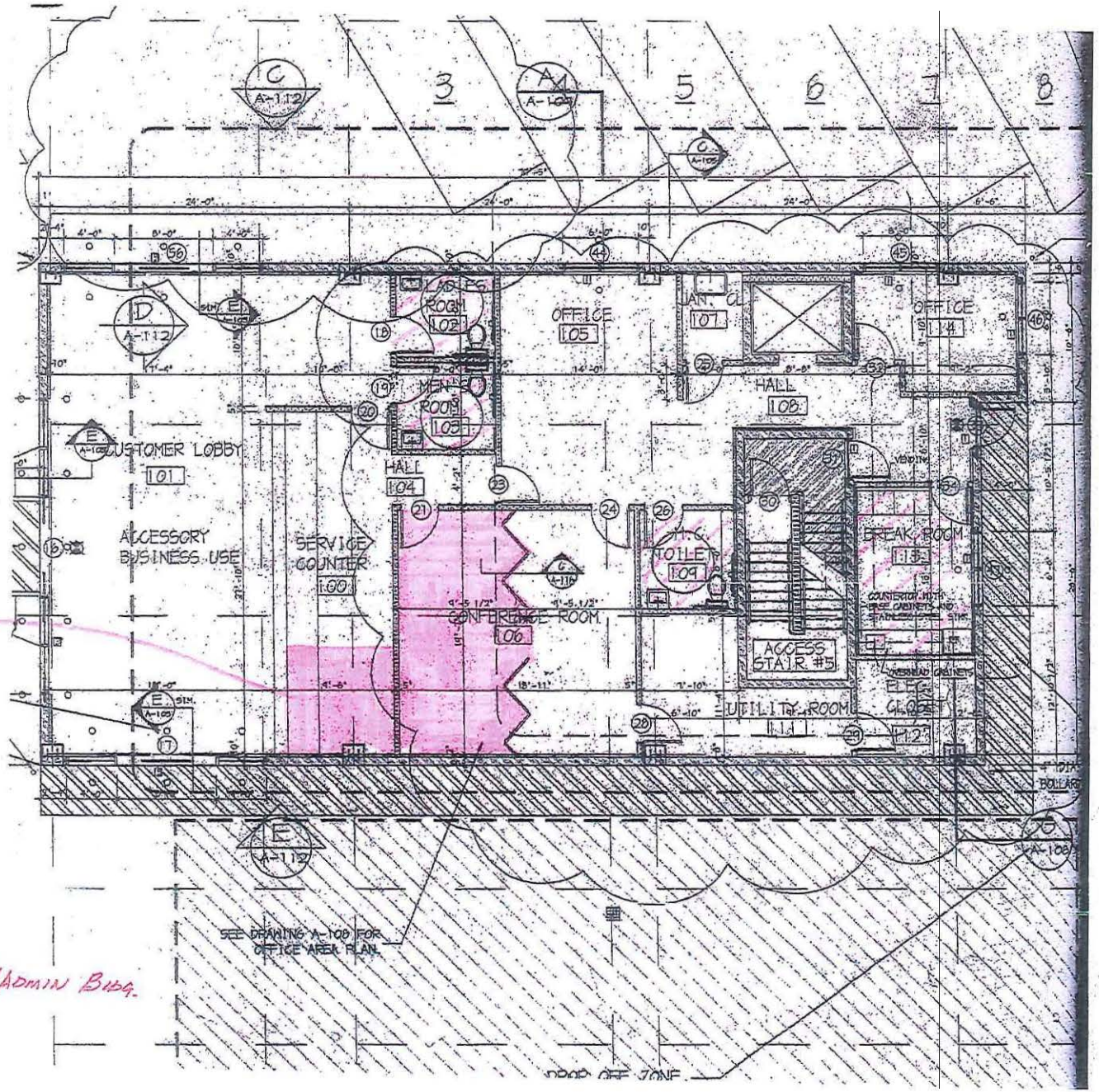

PARKING ONLY DIG (LOWER GARAGE - LIFTS)
LGA
PG. 1
N
CELLAR LEVEL FLOOR PLAN (LOWER LEVEL)

Note: area within red outline is not included in Premises

LGA



LGA PG 3

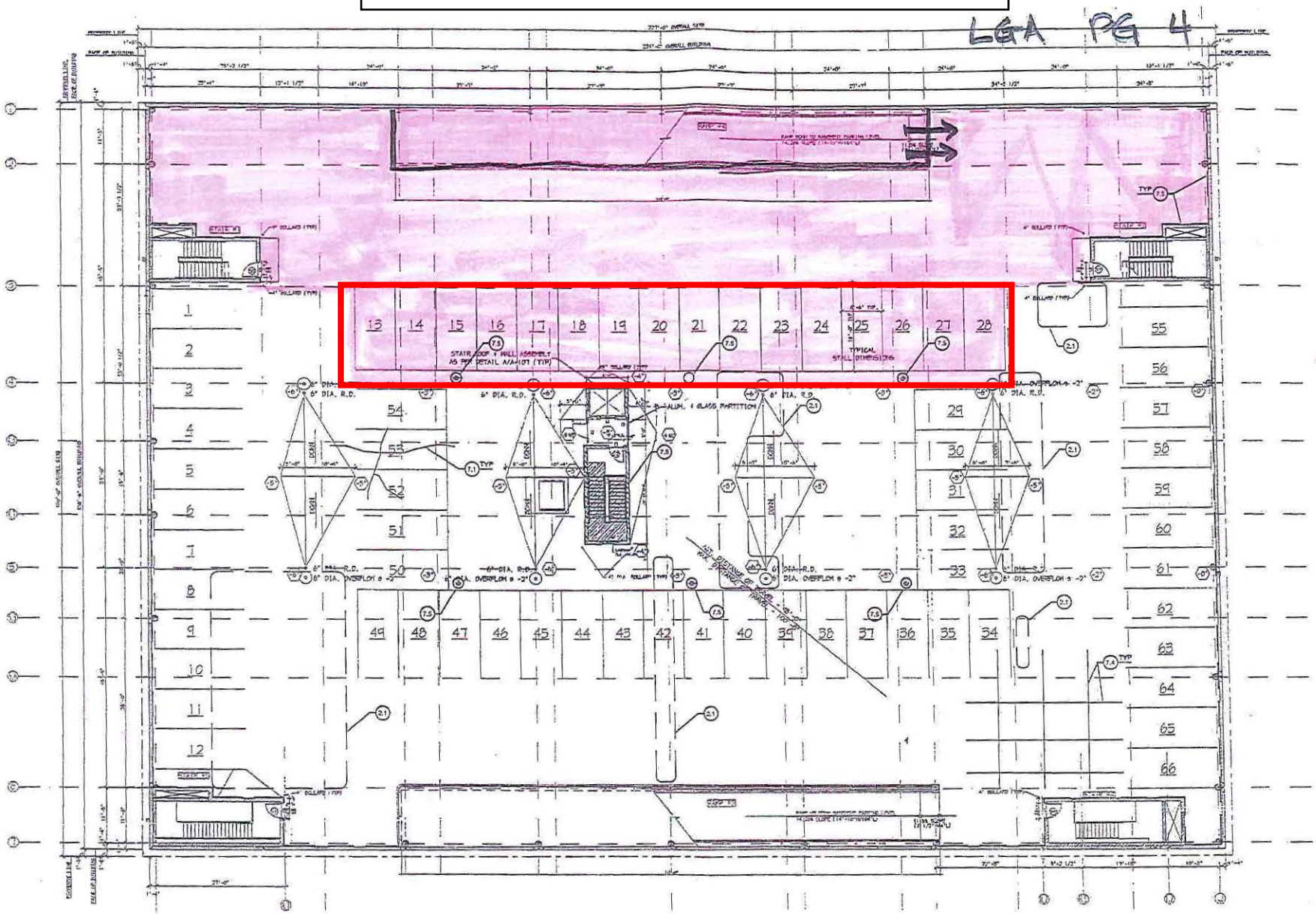


2 COUNTER POSITIONS

CUST. SERV./ADMIN BLDG.

Note: area within red outline is not included in Premises

LGA PG 4



N

ROOF LEVEL FLOOR PLAN
BASE BID
1

EXHIBIT B-8

FORM OF NEWARK JOINT USE AGREEMENT

See attached

JOINT USE AGREEMENT

This JOINT USE AGREEMENT, dated as of [●], 20[●], is made by and between DTG OPERATIONS, INC., an Oklahoma corporation ("DTG"), and SIMPLY WHEELZ LLC, dba ADVANTAGE RENT A CAR, a Delaware limited liability company ("Simply Wheelz"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 17.

RECITALS

WHEREAS, DTG has previously entered into an [Agreement of Lease], dated as of [●], with the Port Authority of New York and New Jersey (the "Prime Landlord") (the "DTG Lease Agreement"), pursuant to which DTG has been granted certain space for the operation of a vehicle rental business at Newark Liberty International Airport (the "Airport") (the "DTG Lease Area"), on the terms and subject to the conditions set forth therein;

WHEREAS, the Prime Landlord has issued Simply Wheelz a permit, dated [●], under which Simply Wheelz may operate the Advantage brand at the Airport (the "Newark Permit");

WHEREAS, in order to permit Simply Wheelz to operate the Advantage brand at the Airport pursuant to the Newark Permit, DTG is willing to grant Simply Wheelz a limited and non-exclusive right to use certain facilities located within the DTG Lease Area and specified in attached Exhibit A (the "Common Facilities"), together with certain rights of ingress and egress with respect thereto, in order to perform the services specified in attached Exhibit A with respect to each such location (the "Permitted Uses"); and

WHEREAS, the parties hereto desire to set forth their understanding concerning the joint use and operation of the Common Facilities and related rights of access;

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

SECTION 1. RIGHT TO USE AND GRANT OF EASEMENT

1.1 Grant. Subject to there terms and conditions of this Agreement, DTG hereby assigns, grants and conveys for the term of this Agreement, as set forth in Section 2 (the "Term"), (a) a non-exclusive right to use the Common Facilities solely for the Permitted Uses, and (b) a non-exclusive easement in, to and over solely that portion

of the DTG Lease Area necessary to permit Simply Wheelz access to and use of the Common Facilities in accordance with this Agreement (the "Joint Use Area").

1.2 Grant Subject to DTG Lease Agreement. This Agreement and all rights and easements granted to Simply Wheelz hereunder with respect to the Common Facilities and the DTG Lease Area are subject to the terms, conditions, provisions and restrictions of the DTG Lease Agreement (which terms are hereby incorporated herein by reference), except to the extent to which they, by their nature, or in the context of the DTG Lease Agreement are applicable solely to portions of the DTG Lease Area not included in the Joint Use Area.

1.3 Additional Use Limitations. Without limitation of the foregoing:

(a) Simply Wheelz shall not make any changes, alterations or additions in or to the Joint Use Area including but not limited to the Common Facilities;

(b) If Simply Wheelz desires to take any action and the DTG Lease Agreement would require that DTG obtain the consent of the Prime Landlord before undertaking any action of the same or similar kind, Simply Wheelz shall not undertake the same without such prior written consent of DTG, which consent shall not be unreasonably withheld, conditioned or delayed, and the Prime Landlord;

(c) Except as modified under this Agreement, DTG shall also have all other rights, and all privileges, options, reservations and remedies, granted or allowed to, or held by the Prime Landlord under the DTG Lease Agreement, including, without limitation, all rights to audit, or authorize the Prime Landlord to audit, Simply Wheelz's records pertaining to its performance of the Permitted Uses at the Joint Use Area, and Simply Wheelz agrees to keep its books and records in connection with the operation of the Permitted Uses in accordance with the terms of the DTG Lease Agreement;

(d) Notwithstanding anything to the contrary herein, Simply Wheelz shall in no event have rights in the Joint Use Area that are greater than DTG's rights in the DTG Lease Area under the DTG Lease Agreement; and

(e) In exercising any rights or easements granted pursuant to Section 1.1, Simply Wheelz shall not unreasonably interfere with DTG's full and complete use and enjoyment of all or any portion of the Joint Use Area, including but not limited to the Common Facilities, as presently used.

1.4 No Assumption of Obligations of the Prime Landlord**.** It is expressly understood and agreed by Simply Wheelz that DTG has not and does not assume and shall not have any of the obligations or liabilities of the Prime Landlord under the DTG Lease Agreement and that DTG is not making the representations or warranties, if any, made by the Prime Landlord in the DTG Lease Agreement. DTG shall not be liable in damages for or on account of any failure by the Prime Landlord to perform the obligations and duties imposed on it under the DTG Lease Agreement.

1.5 Compliance with DTG Rules. Simply Wheelz and its employees, agents and representatives shall have access to the Joint Use Area pursuant to this Agreement solely during normal business hours of DTG at the Common Facilities. During any such access, Simply Wheelz shall cause its employees who have access to the Joint Use Area to comply with the rules that are applicable to employees of DTG, including those relating to conduct of business, access, confidentiality, environmental, safety, security, health and similar matters. DTG shall inform Simply Wheelz of those rules from time to time.

SECTION 2. TERM. This Agreement shall commence on [●], 20[●] and terminate on the earliest of (a) the delivery of written notice by Simply Wheelz to DTG terminating this Agreement, (b) the expiration of the current term or earlier termination of (i) the DTG Lease Agreement or (ii) the Newark Permit, and (c) the termination of this Agreement pursuant to Section 11.1; provided that the termination of this Agreement shall not terminate any party's rights or obligations accruing prior to such termination.

SECTION 3. CONDITION OF DTG LEASE AREA. THE JOINT USE AREA IS BEING MADE ACCESSIBLE BY DTG TO SIMPLY WHEELZ PURSUANT TO THIS AGREEMENT IN ITS "AS-IS, WHERE-IS" CONDITION. DTG MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS WHATSOEVER PERTAINING TO THE JOINT USE AREA, INCLUDING, WITHOUT LIMITATION, AS TO ITS CURRENT OR FUTURE CONDITION, SUITABILITY FOR ANY PURPOSE OR COMPLIANCE WITH LAW. Simply Wheelz acknowledges that it has inspected the Joint Use Area prior to the execution and delivery of this Agreement, and has determined that the Joint Use Area is suitable for the operation of the Permitted Uses and is in good order and satisfactory condition. Simply Wheelz shall exercise its rights under this Agreement in such a manner as to maintain the Joint Use Area in substantially its condition as of the date of this Agreement, reasonable wear and tear excepted. The Joint Use Area shall be used and occupied only for ingress and egress to and from the Common Facilities and the operation of the Common Facilities for the Permitted Uses on a non-exclusive basis.

SECTION 4. FEES, TAXES AND LICENSES. During the Term, Simply Wheelz shall pay to DTG for the rights and easements granted hereunder with respect to the Joint Use Area, the amounts specified in attached Exhibit B (collectively,

"Fees"). Simply Wheelz shall pay DTG the full amount of the accrued Fees on the first Business Day of each month during the Term and within three Business Days following the termination of this Agreement in accordance with Section 2. Fees shall be increased from time to time by DTG proportionate to any increases in amounts payable by DTG to the Prime Landlord under the DTG Lease Agreement attributable to the Permitted Use of the Common Facilities by Simply Wheelz. Simply Wheelz shall pay all taxes levied, assessed or charged upon Simply Wheelz's Permitted Use of the Common Facilities. Insofar as the Permitted Use of the Common Facilities by Simply Wheelz requires any licenses or permits, Simply Wheelz shall acquire such licenses and permits and be liable for their cost.

SECTION 5. ASSIGNMENT OR TRANSFER. Simply Wheelz shall not, directly or indirectly, assign, convey, pledge, mortgage or otherwise transfer this Agreement or any interest under it, or allow any transfer thereof or any lien upon Simply Wheelz's interest by operation of law or otherwise, or permit the occupancy of the Common Facilities or any part thereof by anyone other than Simply Wheelz. Notwithstanding the foregoing, Simply Wheelz may, with DTG's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and subject to receipt of the Prime Landlord's consent if required by the terms of the DTG Lease Agreement, assign this Agreement to, or permit the use of the Common Facilities by any of Simply Wheelz's Affiliates (as defined herein), or any entity with whom Simply Wheelz merges or consolidates in any reorganization, or any entity succeeding to or acquiring all or substantially all of the business and assets of Simply Wheelz; provided that, such entity has succeeded to the rights and obligations of Simply Wheelz under the Newark Permit and is fully capable of performing all of its obligations under this Agreement. As used in this Agreement, the term "Affiliate" means any corporation, partnership or other business entity which controls, is controlled by or is under common control with the party in question. For the purpose hereof, the words "control", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership or other business entity, (a) the ownership of more than 50% of the voting interests, or (b) the ownership of at least 20% of the voting interests and the possession of the power to direct or cause the direction of the management and policy of such corporation, partnership or other business entity by reason of the ownership of such voting interests or by virtue of voting trusts or other contractual arrangements.

SECTION 6. RULES. Simply Wheelz agrees to comply with all rules and regulations and minimum standards of operation that the Prime Landlord has made or may hereafter from time to time make for the use or operation of the Joint Use Area or the operation of the DTG Lease Area in accordance with the terms of the DTG Lease Agreement. DTG shall promptly deliver copies of any such rules and regulations and any changes thereto that it receives from the Prime Landlord to Simply Wheelz.

SECTION 7. LIENS. Simply Wheelz shall not do any act which shall in any way encumber the title of the Prime Landlord in and to the DTG Lease Area, nor shall the interest or estate of the Prime Landlord or of DTG be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Simply Wheelz, or by reason of any other act or omission of Simply Wheelz.

SECTION 8. CASUALTY/CONDEMNATION. The terms of the DTG Lease Agreement shall control in the event of a fire or other casualty or condemnation affecting the Joint Use Area. If the DTG Lease Agreement imposes on DTG the obligation to repair or restore improvements or alterations to the Joint Use Area, DTG shall be responsible for repair or restoration of such improvements to the Joint Use Area; provided, that (i) any decision to terminate the DTG Lease Agreement as a result of any fire or other casualty or condemnation shall rest solely with DTG, and (ii) nothing contained in this Agreement (as distinct from the DTG Lease Agreement) shall impose upon DTG any obligation to repair or restore any improvements or alterations to the Joint Use Area.

SECTION 9. INSURANCE. Simply Wheelz shall procure and maintain, at its own cost and expense, such commercial general liability insurance as is required to be carried by DTG under the DTG Lease Agreement, naming DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord as additional insureds, which insurance shall not be rescindable or cancellable by the insurer with respect to DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord to be named as additional insureds. Simply Wheelz shall furnish to DTG a certificate of Simply Wheelz's insurance and copies of the applicable insurance policies required hereunder prior to Simply Wheelz's making any use of the Joint Use Area, and 30 days prior to expiration of such insurance. Simply Wheelz agrees to obtain, for the benefit of the Prime Landlord and DTG, such waivers of subrogation rights from its insurer as are required of DTG under the DTG Lease Agreement.

SECTION 10. DEFAULTS. The parties agree that any one or more of the following events, each of which shall be considered a material breach of this Agreement, shall be considered Events of Default hereunder upon written notice from the non-defaulting party after the expiration of any applicable cure period set forth below:

10.1 Simply Wheelz's Events of Default.

(a) Simply Wheelz shall default in any payment of the Fees or any other monetary obligations or payments required to be made by Simply Wheelz hereunder when due as herein provided and such default shall continue for 10 days after notice thereof in writing to Simply Wheelz; or

(b) Simply Wheelz shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Simply Wheelz, and such default shall continue for 30 days after notice thereof in writing to Simply Wheelz (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and Simply Wheelz proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) Simply Wheelz shall breach a provision of the DTG Lease Agreement made applicable to Simply Wheelz pursuant to this Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(d) Simply Wheelz violates the provisions of Section 5 of this Agreement by making an unpermitted transfer or assignment.

10.2 DTG's Events of Default.

(a) DTG shall default in the payment of any concession fees, rent or any other monetary obligations or payments required to be made under the DTG Lease Agreement when due and such default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(b) DTG shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by DTG, and such default shall continue for 30 days after notice thereof in writing to DTG (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and DTG proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) DTG shall breach a provision of the DTG Lease Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement.

10.3 Mutual Events of Default.

(a) Either party makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature; commences a voluntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action under applicable state or foreign law; consents to entry of an order for relief against it in an involuntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action in any proceeding under applicable state or foreign law; takes any corporate action, action in a legal proceeding or other steps towards, or consents to or fails to contest, the appointment of a receiver, trustee, assignee, administrator, examiner, liquidator, custodian or similar person or entity appointed under any federal, state or foreign law related to bankruptcy, expropriation, attachment, sequestration, distress, insolvency, winding-up, liquidation, readjustment of indebtedness, arrangements, composition, reorganization or other similar law for itself or any substantial part of its property; or makes any general assignment for the benefit of creditors; or

(b) A court enters an order or decree that is an order for relief against either party in an involuntary bankruptcy proceeding under the United States Bankruptcy Code, or has similar effect under applicable state or foreign law; appoints a receiver, trustee, assignee, administrator, examiner, liquidator, custodian, or similar person or entity for either party or any substantial part of their property; garnishes, attaches, seizes, forecloses upon or takes similar action against either party or any substantial part of their property; or directs the winding-up or liquidation of either party or any substantial part of their property and in any such case such order or decree or appointment is not dismissed or rescinded within 45 days.

SECTION 11. REMEDIES. Upon the occurrence of any one or more Events of Default, the non-defaulting party may exercise, without limitation of any other rights available to it hereunder or at law or in equity, any or all of the following remedies:

11.1 Termination of this Joint Use Agreement. By providing notice to the other party, terminate this Agreement, effective on the date specified by the terminating party in such notice.

11.2 Self-Help. If either party fails timely to perform any of its duties under this Agreement, in addition to all other remedies available to the non-defaulting party hereunder, the non-defaulting party shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Agreement expressly granted to the defaulting party for the performance of such duty (except in the event of an emergency, or where prompt action is required to prevent injury to persons or property, in which case the non-defaulting party need not wait for the

expiration of any applicable grace or notice and cure period under this Agreement), to perform such duty on behalf and at the expense of the defaulting party without further prior notice to the defaulting party, and all sums expended or expenses incurred by the non-defaulting party, including reasonable attorneys' fees, in performing such duty, plus an administrative fee of 12% of such amount(s), shall be due and payable upon demand by the non-defaulting party.

11.3 Specific Performance. The non-defaulting party shall be entitled to enforcement of this Agreement by a decree of specific performance requiring the defaulting party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

SECTION 12. DEFAULT RATE INTEREST. All payments becoming due from Simply Wheelz under this Agreement and remaining unpaid as and when due shall accrue interest daily until paid at the rate of 12% per annum or, if less, the maximum rate permitted by applicable law (the "Default Rate"). The provision for payment of the Default Rate shall be in addition to all of DTG's other rights and remedies, at law and in equity, with respect to overdue payments under this Agreement and shall not be construed as liquidated damages.

SECTION 13. INDEMNIFICATION.

13.1 Simply Wheelz shall indemnify and hold harmless DTG, it officers, directors, employees, stockholders and representatives (collectively, the "DTG Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any DTG Indemnified Party, whether or not arising from third party claims, by reason of any exercise by Simply Wheelz or its employees, representatives or agents of Simply Wheelz's rights granted under Section 1.1.

13.2 DTG shall indemnify and hold harmless Simply Wheelz, it officers, directors, employees, stockholders and representatives (collectively, the "Simply Wheelz Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any Simply Wheelz Indemnified Party, whether or not arising from third party claims, by reason of any use by DTG or its employees, representatives or agents of the Common Facilities.

SECTION 14. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) overnight commercial courier service, or (iii) confirmed telecopier transmission,

(a) if to DTG, at:

The DTG Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions
Fax: (201) 307-2644

With a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

(b) if to Simply Wheelz, at:

Simply Wheelz LLC
c/o [●]

or at such other place as either party may from time to time designate by notice in writing to the other party.

SECTION 15. THE PRIME LANDLORD. This Agreement shall not (a) create privity of contract between the Prime Landlord and Simply Wheelz, or (b) be deemed to have amended the DTG Lease Agreement in any regard.

SECTION 16. SIGNAGE. Simply Wheelz shall not install, operate or maintain signage at the Joint Use Area.

SECTION 17. DEFINITIONS. The following terms have the respective meanings given to them below:

"Business Day" means a day on which banks are open for business in New York City.

"Event of Default" means the Events of Default specified in Section 10.

"Term" means the term of this Agreement, as specified in Section 2.

SECTION 18. MISCELLANEOUS.

18.1 Representations. Simply Wheelz represents and warrants to DTG that this Agreement has been duly authorized, executed and delivered by and on behalf of Simply Wheelz and constitutes the valid, enforceable and binding agreement of Simply Wheelz in accordance with the terms hereof. DTG represents and warrants to Simply Wheelz that this Agreement has been duly authorized, executed and delivered by and on behalf of DTG and constitutes the valid, enforceable and binding agreement of DTG in accordance with the terms hereof.

18.2 No Waiver. Failure of DTG to declare any default or Event of Default or delay in taking any action in connection therewith shall not waive such default or Event of Default. No receipt of moneys by DTG from Simply Wheelz after the expiration or earlier termination of the Term or of Simply Wheelz's right of use hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Simply Wheelz or any suit commenced or judgment entered prior to receipt of such moneys.

18.3 Rights and Remedies Cumulative. All rights and remedies of the parties under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

18.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of parties hereunder.

18.5 Integration. This Agreement, the DTG Lease Agreement and all documents relating thereto, contain all of the terms, covenants, conditions and agreements between DTG and Simply Wheelz relating in any manner to the use and occupancy of the Joint Use Area. This Agreement is intended to be and shall be interpreted as an integrated and non-severable unitary agreement governing the use and occupancy of the Joint Use Area, each of which is dependent upon the validity and enforceability of the other. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants and conditions of this Agreement cannot be altered, changed, modified or added to except by a written instrument signed by each of the parties.

18.6 Governing Law; Forum. This Agreement shall be construed and enforced in accordance with the laws of the state of New Jersey.

18.7 Waiver of Jury. DTG AND SIMPLY WHEELZ EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION,

PROCEEDING AND/OR HEARING BROUGHT BY EITHER DTG AGAINST SIMPLY WHEELZ OR SIMPLY WHEELZ AGAINST DTG ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, THE RELATIONSHIP OF DTG AND SIMPLY WHEELZ, SIMPLY WHEELZ'S USE OF THE JOINT USE AREA, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

18.8 Confidentiality. Simply Wheelz shall keep the content and all copies of this Agreement and the DTG Lease Agreement, all related documents and amendments, and all proposals, materials, information and matters relating hereto strictly confidential, and shall not disclose, divulge, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Simply Wheelz's employees, attorneys, agents, insurers, auditors, lenders and permitted successors and assigns (and Simply Wheelz shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof) and except as may be required by law or court proceedings.

18.9 Counterparts, etc. This Agreement may be executed in any number of counterparts (including facsimile or pdf transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Section and exhibit references herein are to sections and exhibits of this Agreement unless otherwise specified.

18.10 Attorneys' Fees. In the event of any dispute hereunder, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees.

(Signature page immediately follows)

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

DTG OPERATIONS, INC.

By: Michael E. Holdgrafer
Its: Vice President - Real Estate & Concessions

SIMPLY WHEELZ LLC,
dba ADVANTAGE RENT A CAR

By: _____
Its: _____

Exhibit A

Description and/or Depiction of Common Facilities; Description of Permitted Uses

See attached depiction of Common Facilities

Description of Permitted Uses

Preparation of cars for rental

Fueling of cars

Exhibit B

List of Fees

$2 per use of DTG's car wash and preparation area

105% of the cost of fuel to DTG, as invoiced by DTG to Simply Wheelz

EXHIBIT B-9

FORM OF NEWARK EXIT BOOTH AGREEMENT

See attached

EXIT BOOTH SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of [●], 20[●] by and between DTG Operations, Inc., having its principal place of business at 5330 East 31st Street, Tulsa, OK 74135 (hereinafter referred to as "DTG") and Simply Wheelz LLC dba Advantage Rent-A-Car, having its principal place of business at [●] (hereinafter referred to as "Advantage").

WHEREAS, prior to or concurrent with the date of this Agreement, Advantage has entered into an Agreement of Lease (the "Advantage Lease") with the Port Authority of New York and New Jersey (the "Port") so as to permit it to serve rental car customers in connection with its on-airport rental car operation at Newark Liberty International Airport (the "Airport") from the parcel of land depicted and identified as the premises in the Advantage Lease (the "Advantage Location");

WHEREAS, Advantage has requested that DTG provide exit booth staffing at the Advantage Location during Advantage's normal business hours ("Exit Booth Services"); and

WHEREAS, DTG, directly or through one or more of its contractors, is willing to provide the Exit Booth Services to Advantage on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, including but not limited to payment of fees as set forth within this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PROVISION OF EXIT BOOTH SERVICES, TERM

DTG agrees to supply Exit Booth Services to Advantage and Advantage agrees to use DTG for the provision of Exit Booth Services. Except as otherwise provided in Paragraph 8, the term of this Agreement shall commence on [●], 20[●] and shall expire on the expiration of the current term or earlier termination of (i) the Advantage Lease or (ii) the Agreement of Lease, dated as of [●], between the Port and DTG.

2. PRICING AND PAYMENT TERMS

Exit Booth Services will be provided by DTG to Advantage for a monthly charge of $[●] (the "Service Charge"). Advantage shall pay to DTG the full amount of the Service Charge not later than three business days prior to the first day of each calendar month during the term of this Agreement, provided that if the term of this Agreement begins or ends on a day other than the first or last day of a calendar month, respectively, the Service Charge payable hereunder shall be adjusted and prorated on a per diem basis

for any such month. All Service Charges shall be paid by Advantage to DTG without any set-off or deduction whatsoever.

3. TAXES AND OTHER LIABILITIES

Advantage shall pay, or reimburse, DTG for any and all sales, use, franchise, excise, value added, and similar taxes (hereinafter "Taxes") of any kind on the product and services provided by DTG pursuant to this Agreement; provided, that Advantage shall not be liable or responsible for any Taxes or other levies imposed on the net or gross income of DTG or its agents or employees. Any request for payment or reimbursement will be accompanied by appropriate documentation. Advantage may contest the imposition or amount of Taxes which are subject to payment or reimbursement pursuant to this Paragraph 3 if it so desires and, if so, DTG shall cooperate with such contest as reasonably necessary. The terms of Paragraph 3 shall survive the termination and/or expiration of this Agreement.

4. ACCESS TO ADVANTAGE FACILITY

Advantage shall provide DTG with full and free access to the Advantage Location for the purposes of furnishing Exit Booth Services pursuant to this Agreement. DTG shall adhere to all reasonable safety and security procedures applicable to the Advantage Location specified by Advantage.

5. INSURANCE

DTG will secure and keep in force at all times while Exit Booth Services are being performed under this Agreement, and thereafter where specified herein, the following insurance coverages and their respective minimum limits via policies of insurance or as a self-insured:

(1) Workers' Compensation & Employer's Liability Insurance – Workers' Compensation Insurance with applicable statutorily required limits; and Employer's Liability Insurance protection subject to the limit of not than the greater of (1) $500,000.00 and (2) the minimum amount required under applicable law of the state or states of operation.

(2) Comprehensive General Liability Insurance – Combined Single Limit per occurrence of not less than $1,000,000 combined single limit/$2,000,000 annual aggregate limit for Bodily Injury, including Death, and Property Damage.

Prior to the commencement of any Exit Booth Services and for each policy renewal or change in any pertinent insurance carriers, DTG will provide Advantage with Certificates of Insurance/Self-Insurance which reflect the required coverages (as described above).

6. CONFIDENTIAL INFORMATION

Each party acknowledges that the information supplied to the other party may include information that the party considers confidential. Each party agrees to maintain such information in strict confidence and not to disclose such information to others except on a need to know basis. Each party shall use all reasonable efforts to prevent its employees from disclosing such information. Information shall not be considered confidential if it is already known or hereafter becomes known to the general public through no breach of confidentiality by the receiving party or is already known or becomes known from a source other than a party hereto not otherwise bound to keep such information confidential, or is independently developed by the receiving party without reference to the received confidential information.

If the disclosing party should find it necessary to commence litigation against anyone resulting from a breach of confidentiality hereunder by the receiving party, its agents or subcontractors, the disclosing party is authorized to do so in its own name or in the receiving party's name, but in either instance, at the receiving party's expense (including reasonable attorney's fees) with counsel selected by the disclosing party, and the receiving party agrees to cooperate fully with the disclosing party in the prosecution of such litigation.

The receiving party recognizes that any remedy at law for any breach of confidentiality hereunder may be inadequate and agrees that the disclosing party may be entitled to temporary and/or permanent injunctive relief for any such breach by the receiving party, its agents and subcontractors. The receiving party hereby consents to and shall not object to the disclosing party seeking such temporary and/or permanent injunctive relief.

7. DEFAULT

Each of the following will constitute an event of Default by either party (hereinafter "Default"):

(1) Failure to pay monies when due hereunder, and such failure is not cured within ten (10) days after payment is due;

(2) Any representation or warranty made by either party in this Agreement is discovered to have been intentionally false or misleading in any material respect by either party as of the date on which, or as of which, the same was made; and

(3) Except for payment of monies when due, failure in any material respect to perform as required by this Agreement, or failure in any material respect to observe any covenant, condition, or agreement required by this Agreement to be performed by either party and such failure is not cured within thirty (30) days after receipt of notice thereof.

If a Default by Advantage occurs and continues, without proper cure, if subject to cure, DTG may:

(1) Terminate this Agreement, in whole or part, without prejudice to DTG's rights with respect to Advantage' obligation then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to DTG at law or in equity.

If a default by DTG occurs and continues, without a proper cure, if subject to cure, Advantage may:

(1) Terminate this Agreement, in whole or in part, without prejudice to Advantage' rights in respect of DTG's obligations then accrued and remaining unsatisfied hereunder; and

(2) Exercise any other right or remedy that may be available to Advantage at law or in equity.

8. TERMINATION

This Agreement may be terminated:

(1) By Advantage at any time for any reason, upon thirty (30) days prior written notice to DTG; or

(2) By either party upon a Default by the other party, as provided in Paragraph 7.

Upon any termination of this Agreement in accordance with this Paragraph 8, Advantage will remit payment to DTG for all properly authorized Exit Booth Services completed through the date of termination.

9. FORCE MAJEURE

Except for the payment of monies when due and owing, for the period and to the extent that a party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of enforcement of any law or governmental regulation or other governmental act, or flood, war, fire, explosion or other natural catastrophe or act of God that is not within the direct control of the party claiming excuse of its performance obligations under this Agreement and which by the exercise of due diligence such party is unable to prevent or overcome (herein "Force Majeure Event"), such party shall be temporarily excused from obligations that are so prevented until the abatement of such Force Majeure Event. The term of this Agreement shall not

be extended by the period of duration of such Force Majeure Event. Notice of any such disability and any abatement shall be given forthwith to the other party.

If a Force Majeure Event prevents DTG from providing the products or services subject hereunder for a period of fifteen (15) or more consecutive business days, in whole or in part, Advantage may thereafter, on notice to DTG, suspend this Agreement with respect to the affected part or, if all Exit Booth Services are prevented, in whole.

10. INDEMNIFICATION - PERSONAL INJURY/DEATH

Each party shall indemnify, defend and save harmless the other party and their subsidiaries and their respective officers, directors, employees, agents and assigns ("Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, subrogations and expenses (including fees and expenses of legal counsel and expert witnesses) (collectively, "Damages") which may be imposed upon or incurred by or asserted against the Indemnitees, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation, employees of one or more of the Indemnitees or of either party and employees of its contractors, subcontractors or agents), or (ii) damage to the property of any person or legal entity (including without limitation, the property of one or more of the Indemnitees and the property of their contractors, subcontractors, agents or employees) in either case resulting from negligent acts or omissions arising out of the work or services performed under this Agreement by such party or its contractors, subcontractors, agents and/or employees.

If any claim is made, or any suit or action commenced, against any Indemnitee under this Agreement for which it may seek indemnification under this Paragraph 10 (collectively, "Third Party Claims"), such Indemnitee(s) shall promptly provide the other party to this Agreement (the "Notified Party" hereinafter) written notice thereof within ten (10) days of being served or provided with notice of any such Third Party Claim (setting forth in reasonable detail the facts giving rise to such Third Party Claim (to the extent known by such Indemnitee(s)) and the amount or estimated amount (to the extent reasonably estimable) of Damages arising out of, involving or otherwise in respect of such Third Party Claim); thereafter, such Indemnitee(s) shall deliver to the Notified Party, promptly following receipt by such Indemnitee(s) thereof, copies of all notices and documents (including court papers) received by such Indemnitee(s) relating to such Third Party Claim. The Notified Party may elect to assume, at its expense, sole control of the defense thereof, including any settlement negotiations with respect thereto and any settlement payments arising therefrom. If the Notified Party chooses to defend any Third Party Claim, the Indemnitee(s) shall cooperate in the defense thereof. Such cooperation shall include the retention and (upon the Notified Party's request) the provision to the Notified Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available at such times and places as may be reasonably necessary to defend against such Third Party Claim for the purpose of providing

additional information, explanation or testimony in connection with such Third Party Claim. Whether or not the Notified Party assumes the defense of a Third Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Notified Party's prior written consent (which consent shall not be unreasonably withheld or delayed). Any Indemnitee shall have the right to employ its own counsel, but all fees and expenses of such counsel shall be at its own expense. The Notified Party may settle or compromise any such Third Party Claim solely for payment of money damages, but shall not agree to any other settlement or compromise without the prior written consent of the Indemnitee(s), which consent shall not be unreasonably withheld or delayed. The terms of this Paragraph 10 shall survive the termination and/or expiration of this Agreement.

11. NON-WAIVER

No term or provision of this Agreement will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by a representative of the party claimed to have waived or consented. Consent by a party to, or waiver of, a breach or default by the other party, express or implied, will not constitute a consent to, waiver of, or excuse any different or subsequent breach or default.

12. ASSIGNMENT

Neither party may assign any of its rights hereunder without the prior written consent of the other party. Parties agree that consent under this paragraph shall not be unreasonably withheld or delayed.

13. NOTICES

Any notice, demand, request or approval required or permitted to be given under this Agreement shall be in writing and shall be effective once delivered in person or sent by registered or certified mail, postage prepaid, return-receipt requested, or other receipted mail, or when delivered by facsimile transmission to the recipient at its address, as listed below. If the address of a party shall change, that party shall notify the other party in writing of the changed address, thereafter all notices shall be sent to the new address.

If to DTG:

DTG Operations, Inc.
3550 East 31st Street
Tulsa, OK 75135
Attn: Executive Director - Properties & Concessions

With a copy to:

The Hertz Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions

And to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

If to Advantage:

Simply Wheelz LLC
c/o [●]

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to principles of conflict of laws. The courts of that State shall have personal jurisdiction over any dispute arising hereunder.

15. MODIFICATION OF AGREEMENT

No modification of this Agreement shall be binding upon the parties unless evidenced in writing and signed by both parties.

16. COUNTERPARTS AND FACSMILE SIGNATURE

This Agreement may be executed in one or more counterparts, each of which shall be considered an original of this Agreement but together shall form but one agreement. Signatures on this Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission.

17. INDEPENDENT CONTRACTORS

The relationship between and amongst the parties hereto is solely set forth in this Agreement. Neither party shall be deemed the employee, borrowed servant, officer, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other or to do any other thing on behalf of the other. No party will have or attempt to exercise any control or direction

over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective employees, agents and representatives of each party hereto shall remain its own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from any other party. No party shall be responsible for any tax collection, payment and/or reporting obligations with respect to any other party or such other party's employees, subcontractors or agents.

18. AGENCY

Neither party is authorized to act as an agent, attorney in fact or legal representative for the other nor shall either party have the authority (actual, constructive, apparent or otherwise) to assume, create or otherwise modify any obligation on the behalf of and/or in the name of the other party except as specifically set forth in this Agreement.

19. COMPLETE AGREEMENT, UNDERSTANDING, AND AUTHORITY

This Agreement represents the entire Agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, representations, or undertakings by or between the parties, whether oral or written, with respect to the subject matter hereof, if any. Any alterations of the terms of this Agreement will only be valid if made in writing and signed by both of the parties or their authorized representatives. Each party represents it is authorized to enter into this Agreement and that doing so does not violate any other obligation it may have. In addition, both parties agree and stipulate that should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, said unenforceable provision shall be deemed severable and shall not affect the remaining provisions or any other portions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth on page one (1) hereof by each party's duly authorized representative.

SIMPLY WHEELZ LLC DBA ADVANTAGE RENT-A-CAR		**DTG OPERATIONS, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	Michael E. Holdgrafer
Title:	_____	Title:	Vice President - Real Estate & Concessions

EXHIBIT B-10

FORM OF ORANGE COUNTY JOINT USE AGREEMENT

See attached

JOINT USE AGREEMENT

This JOINT USE AGREEMENT, dated as of [●], 20[●], is made by and between DTG OPERATIONS, INC., an Oklahoma corporation ("DTG"), and SIMPLY WHEELZ LLC, dba ADVANTAGE RENT A CAR, a Delaware limited liability company ("Simply Wheelz"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or in Section 17.

RECITALS

WHEREAS, DTG has previously entered into Lease Agreement, dated as of June 1, 1998, with the Barhan I, L.L.C. (the "Prime Landlord") (the "DTG Lease Agreement"), pursuant to which DTG has been granted certain space for the operation of a vehicle rental business at 3500-3510 Irvine Avenue (the "DTG Lease Area"), on the terms and subject to the conditions set forth therein;

WHEREAS, in order to permit Simply Wheelz to operate the Advantage brand at John Wayne Airport, DTG is willing to grant Simply Wheelz a limited and non-exclusive right to use certain facilities located within the DTG Lease Area and specified in attached Exhibit A (the "Common Facilities"), together with certain rights of ingress and egress with respect thereto, in order to perform the services specified in attached Exhibit A with respect to each such location (the "Permitted Uses"); and

WHEREAS, the parties hereto desire to set forth their understanding concerning the joint use and operation of the Common Facilities and related rights of access;

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

SECTION 1. RIGHT TO USE AND GRANT OF EASEMENT

1.1 Grant. Subject to there terms and conditions of this Agreement, DTG hereby assigns, grants and conveys for the term of this Agreement, as set forth in Section 2 (the "Term"), (a) a non-exclusive right to use the Common Facilities solely for the Permitted Uses, and (b) a non-exclusive easement in, to and over solely that portion of the DTG Lease Area necessary to permit Simply Wheelz access to and use of the Common Facilities in accordance with this Agreement (the "Joint Use Area").

1.2 Grant Subject to DTG Lease Agreement. This Agreement and all rights and easements granted to Simply Wheelz hereunder with respect to the Common Facilities and the DTG Lease Area are subject to the terms, conditions, provisions and restrictions of the DTG Lease Agreement (which terms are hereby incorporated herein by

reference), except to the extent to which they, by their nature, or in the context of the DTG Lease Agreement are applicable solely to portions of the DTG Lease Area not included in the Joint Use Area.

1.3 Additional Use Limitations. Without limitation of the foregoing:

(a) Simply Wheelz shall not make any changes, alterations or additions in or to the Joint Use Area including but not limited to the Common Facilities;

(b) If Simply Wheelz desires to take any action and the DTG Lease Agreement would require that DTG obtain the consent of the Prime Landlord before undertaking any action of the same or similar kind, Simply Wheelz shall not undertake the same without such prior written consent of DTG, which consent shall not be unreasonably withheld, conditioned or delayed, and the Prime Landlord;

(c) Except as modified under this Agreement, DTG shall also have all other rights, and all privileges, options, reservations and remedies, granted or allowed to, or held by the Prime Landlord under the DTG Lease Agreement, including, without limitation, all rights to audit, or authorize the Prime Landlord to audit, Simply Wheelz's records pertaining to its performance of the Permitted Uses at the Joint Use Area, and Simply Wheelz agrees to keep its books and records in connection with the operation of the Permitted Uses in accordance with the terms of the DTG Lease Agreement;

(d) Notwithstanding anything to the contrary herein, Simply Wheelz shall in no event have rights in the Joint Use Area that are greater than DTG's rights in the DTG Lease Area under the DTG Lease Agreement; and

(e) In exercising any rights or easements granted pursuant to Section 1.1, Simply Wheelz shall not unreasonably interfere with DTG's full and complete use and enjoyment of all or any portion of the Joint Use Area, including but not limited to the Common Facilities, as presently used.

1.4 No Assumption of Obligations of the Prime Landlord**.** It is expressly understood and agreed by Simply Wheelz that DTG has not and does not assume and shall not have any of the obligations or liabilities of the Prime Landlord under the DTG Lease Agreement and that DTG is not making the representations or warranties, if any, made by the Prime Landlord in the DTG Lease Agreement. DTG shall

not be liable in damages for or on account of any failure by the Prime Landlord to perform the obligations and duties imposed on it under the DTG Lease Agreement.

1.5 Compliance with DTG Rules. Simply Wheelz and its employees, agents and representatives shall have access to the Joint Use Area pursuant to this Agreement solely during normal business hours of DTG at the Common Facilities. During any such access, Simply Wheelz shall cause its employees who have access to the Joint Use Area to comply with the rules that are applicable to employees of DTG, including those relating to conduct of business, access, confidentiality, environmental, safety, security, health and similar matters. DTG shall inform Simply Wheelz of those rules from time to time.

SECTION 2. TERM. This Agreement shall commence on [●], 20[●] and terminate on the earliest of (a) the delivery of written notice by Simply Wheelz to DTG terminating this Agreement, (b) the expiration of the current term or earlier termination of (i) the DTG Lease Agreement or (ii) the Rental Car Concession Lease (On Airport) between the County of Orange and Simply Wheelz, dated as of [●], 20[●] (the "Advantage Concession"), and (c) the termination of this Agreement pursuant to Section 11.1; provided that the termination of this Agreement shall not terminate any party's rights or obligations accruing prior to such termination.

SECTION 3. CONDITION OF DTG LEASE AREA. THE JOINT USE AREA IS BEING MADE ACCESSIBLE BY DTG TO SIMPLY WHEELZ PURSUANT TO THIS AGREEMENT IN ITS "AS-IS, WHERE-IS" CONDITION. DTG MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS WHATSOEVER PERTAINING TO THE JOINT USE AREA, INCLUDING, WITHOUT LIMITATION, AS TO ITS CURRENT OR FUTURE CONDITION, SUITABILITY FOR ANY PURPOSE OR COMPLIANCE WITH LAW. Simply Wheelz acknowledges that it has inspected the Joint Use Area prior to the execution and delivery of this Agreement, and has determined that the Joint Use Area is suitable for the operation of the Permitted Uses and is in good order and satisfactory condition. Simply Wheelz shall exercise its rights under this Agreement in such a manner as to maintain the Joint Use Area in substantially its condition as of the date of this Agreement, reasonable wear and tear excepted. The Joint Use Area shall be used and occupied only for ingress and egress to and from the Common Facilities and the operation of the Common Facilities for the Permitted Uses on a non-exclusive basis.

SECTION 4. FEES, TAXES AND LICENSES. During the Term, Simply Wheelz shall pay to DTG for the rights and easements granted hereunder with respect to the Joint Use Area, the amounts specified in attached Exhibit B (collectively, "Fees"). Simply Wheelz shall pay DTG the full amount of the accrued Fees on the first Business Day of each month during the Term and within three Business Days following the termination of this Agreement in accordance with Section 2. Fees shall be increased from time to time by DTG proportionate to any increases in amounts payable by DTG to

the Prime Landlord under the DTG Lease Agreement attributable to the Permitted Use of the Common Facilities by Simply Wheelz. Simply Wheelz shall pay all taxes levied, assessed or charged upon Simply Wheelz's Permitted Use of the Common Facilities. Insofar as the Permitted Use of the Common Facilities by Simply Wheelz requires any licenses or permits, Simply Wheelz shall acquire such licenses and permits and be liable for their cost.

SECTION 5. ASSIGNMENT OR TRANSFER. Simply Wheelz shall not, directly or indirectly, assign, convey, pledge, mortgage or otherwise transfer this Agreement or any interest under it, or allow any transfer thereof or any lien upon Simply Wheelz's interest by operation of law or otherwise, or permit the occupancy of the Common Facilities or any part thereof by anyone other than Simply Wheelz. Notwithstanding the foregoing, Simply Wheelz may, with DTG's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and subject to receipt of the Prime Landlord's consent if required by the terms of the DTG Lease Agreement, assign this Agreement to, or permit the use of the Common Facilities by any of Simply Wheelz's Affiliates (as defined herein), or any entity with whom Simply Wheelz merges or consolidates in any reorganization, or any entity succeeding to or acquiring all or substantially all of the business and assets of Simply Wheelz; provided that, such entity has succeeded to the rights and obligations of Simply Wheelz under the Advantage Concession and is fully capable of performing all of its obligations under this Agreement. As used in this Agreement, the term "Affiliate" means any corporation, partnership or other business entity which controls, is controlled by or is under common control with the party in question. For the purpose hereof, the words "control", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership or other business entity, (a) the ownership of more than 50% of the voting interests, or (b) the ownership of at least 20% of the voting interests and the possession of the power to direct or cause the direction of the management and policy of such corporation, partnership or other business entity by reason of the ownership of such voting interests or by virtue of voting trusts or other contractual arrangements.

SECTION 6. RULES. Simply Wheelz agrees to comply with all rules and regulations and minimum standards of operation that the Prime Landlord has made or may hereafter from time to time make for the use or operation of the Joint Use Area or the operation of the DTG Lease Area in accordance with the terms of the DTG Lease Agreement. DTG shall promptly deliver copies of any such rules and regulations and any changes thereto that it receives from the Prime Landlord to Simply Wheelz.

SECTION 7. LIENS. Simply Wheelz shall not do any act which shall in any way encumber the title of the Prime Landlord in and to the DTG Lease Area, nor shall the interest or estate of the Prime Landlord or of DTG be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any

express or implied contract by Simply Wheelz, or by reason of any other act or omission of Simply Wheelz.

SECTION 8. CASUALTY/CONDEMNATION. The terms of the DTG Lease Agreement shall control in the event of a fire or other casualty or condemnation affecting the Joint Use Area. If the DTG Lease Agreement imposes on DTG the obligation to repair or restore improvements or alterations to the Joint Use Area, DTG shall be responsible for repair or restoration of such improvements to the Joint Use Area; provided, that (i) any decision to terminate the DTG Lease Agreement as a result of any fire or other casualty or condemnation shall rest solely with DTG, and (ii) nothing contained in this Agreement (as distinct from the DTG Lease Agreement) shall impose upon DTG any obligation to repair or restore any improvements or alterations to the Joint Use Area.

SECTION 9. INSURANCE. Simply Wheelz shall procure and maintain, at its own cost and expense, such commercial general liability insurance as is required to be carried by DTG under the DTG Lease Agreement, naming DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord as additional insureds, which insurance shall not be rescindable or cancellable by the insurer with respect to DTG, the Prime Landlord and all parties required by DTG and by the Prime Landlord to be named as additional insureds. Simply Wheelz shall furnish to DTG a certificate of Simply Wheelz's insurance and copies of the applicable insurance policies required hereunder prior to Simply Wheelz's making any use of the Joint Use Area, and 30 days prior to expiration of such insurance. Simply Wheelz agrees to obtain, for the benefit of the Prime Landlord and DTG, such waivers of subrogation rights from its insurer as are required of DTG under the DTG Lease Agreement.

SECTION 10. DEFAULTS. The parties agree that any one or more of the following events, each of which shall be considered a material breach of this Agreement, shall be considered Events of Default hereunder upon written notice from the non-defaulting party after the expiration of any applicable cure period set forth below:

10.1 Simply Wheelz's Events of Default.

(a) Simply Wheelz shall default in any payment of the Fees or any other monetary obligations or payments required to be made by Simply Wheelz hereunder when due as herein provided and such default shall continue for 10 days after notice thereof in writing to Simply Wheelz; or

(b) Simply Wheelz shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Simply Wheelz, and such default shall continue for 30 days after notice thereof in writing to Simply Wheelz (or within such period, if any, as may

be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and Simply Wheelz proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) Simply Wheelz shall breach a provision of the DTG Lease Agreement made applicable to Simply Wheelz pursuant to this Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(d) Simply Wheelz violates the provisions of Section 5 of this Agreement by making an unpermitted transfer or assignment.

10.2 DTG's Events of Default.

(a) DTG shall default in the payment of any concession fees, rent or any other monetary obligations or payments required to be made under the DTG Lease Agreement when due and such default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement; or

(b) DTG shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by DTG, and such default shall continue for 30 days after notice thereof in writing to DTG (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 30-day period and DTG proceeds with reasonable diligence thereafter to cure such default, not to exceed an additional 90 days); or

(c) DTG shall breach a provision of the DTG Lease Agreement or, by its breach of the terms of this Agreement, cause a default under the DTG Lease Agreement and, in the case of both of the foregoing, such breach or default shall not be cured within the time, if any, permitted for such cure under the DTG Lease Agreement.

10.3 Mutual Events of Default.

(a) Either party makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature; commences a voluntary bankruptcy proceeding under the United States Bankruptcy Code or takes similar action under applicable state or foreign law; consents to entry of an order for relief against it in an involuntary

bankruptcy proceeding under the United States Bankruptcy Code or takes similar action in any proceeding under applicable state or foreign law; takes any corporate action, action in a legal proceeding or other steps towards, or consents to or fails to contest, the appointment of a receiver, trustee, assignee, administrator, examiner, liquidator, custodian or similar person or entity appointed under any federal, state or foreign law related to bankruptcy, expropriation, attachment, sequestration, distress, insolvency, winding-up, liquidation, readjustment of indebtedness, arrangements, composition, reorganization or other similar law for itself or any substantial part of its property; or makes any general assignment for the benefit of creditors; or

(b) A court enters an order or decree that is an order for relief against either party in an involuntary bankruptcy proceeding under the United States Bankruptcy Code, or has similar effect under applicable state or foreign law; appoints a receiver, trustee, assignee, administrator, examiner, liquidator, custodian, or similar person or entity for either party or any substantial part of their property; garnishes, attaches, seizes, forecloses upon or takes similar action against either party or any substantial part of their property; or directs the winding-up or liquidation of either party or any substantial part of their property and in any such case such order or decree or appointment is not dismissed or rescinded within 45 days.

SECTION 11. REMEDIES. Upon the occurrence of any one or more Events of Default, the non-defaulting party may exercise, without limitation of any other rights available to it hereunder or at law or in equity, any or all of the following remedies:

11.1 Termination of this Joint Use Agreement. By providing notice to the other party, terminate this Agreement, effective on the date specified by the terminating party in such notice.

11.2 Self-Help. If either party fails timely to perform any of its duties under this Agreement, in addition to all other remedies available to the non-defaulting party hereunder, the non-defaulting party shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Agreement expressly granted to the defaulting party for the performance of such duty (except in the event of an emergency, or where prompt action is required to prevent injury to persons or property, in which case the non-defaulting party need not wait for the expiration of any applicable grace or notice and cure period under this Agreement), to perform such duty on behalf and at the expense of the defaulting party without further prior notice to the defaulting party, and all sums expended or expenses incurred by the non-defaulting party, including reasonable attorneys' fees, in performing such duty, plus

an administrative fee of 12% of such amount(s), shall be due and payable upon demand by the non-defaulting party.

11.3 Specific Performance. The non-defaulting party shall be entitled to enforcement of this Agreement by a decree of specific performance requiring the defaulting party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

SECTION 12. DEFAULT RATE INTEREST. All payments becoming due from Simply Wheelz under this Agreement and remaining unpaid as and when due shall accrue interest daily until paid at the rate of 12% per annum or, if less, the maximum rate permitted by applicable law (the "Default Rate"). The provision for payment of the Default Rate shall be in addition to all of DTG's other rights and remedies, at law and in equity, with respect to overdue payments under this Agreement and shall not be construed as liquidated damages.

SECTION 13. INDEMNIFICATION.

13.1 Simply Wheelz shall indemnify and hold harmless DTG, it officers, directors, employees, stockholders and representatives (collectively, the "DTG Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any DTG Indemnified Party, whether or not arising from third party claims, by reason of any exercise by Simply Wheelz or its employees, representatives or agents of Simply Wheelz's rights granted under Section 1.1.

13.2 DTG shall indemnify and hold harmless Simply Wheelz, it officers, directors, employees, stockholders and representatives (collectively, the "Simply Wheelz Indemnified Parties") from and against all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) imposed on or incurred by any Simply Wheelz Indemnified Party, whether or not arising from third party claims, by reason of any use by DTG or its employees, representatives or agents of the Common Facilities.

SECTION 14. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) overnight commercial courier service, or (iii) confirmed telecopier transmission,

(a) if to DTG, at:

The DTG Corporation

225 Brae Boulevard
Park Ridge, New Jersey 07656
Attn: Staff Vice President, Real Estate and Concessions
Fax: (201) 307-2644

With a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attn: John M. Allen, Jr.
Fax: (212) 909-6836

(b) if to Simply Wheelz, at:

Simply Wheelz LLC
c/o [●]

or at such other place as either party may from time to time designate by notice in writing to the other party.

SECTION 15. THE PRIME LANDLORD. This Agreement shall not (a) create privity of contract between the Prime Landlord and Simply Wheelz, or (b) be deemed to have amended the DTG Lease Agreement in any regard.

SECTION 16. SIGNAGE. Simply Wheelz shall not install, operate or maintain signage at the Joint Use Area.

SECTION 17. DEFINITIONS. The following terms have the respective meanings given to them below:

"Business Day" means a day on which banks are open for business in New York City.

"Event of Default" means the Events of Default specified in Section 10.

"Term" means the term of this Agreement, as specified in Section 2.

SECTION 18. MISCELLANEOUS.

18.1 Representations. Simply Wheelz represents and warrants to DTG that this Agreement has been duly authorized, executed and delivered by and on behalf of Simply Wheelz and constitutes the valid, enforceable and binding agreement of Simply Wheelz in accordance with the terms hereof. DTG represents and warrants to Simply

Wheelz that this Agreement has been duly authorized, executed and delivered by and on behalf of DTG and constitutes the valid, enforceable and binding agreement of DTG in accordance with the terms hereof.

18.2 No Waiver. Failure of DTG to declare any default or Event of Default or delay in taking any action in connection therewith shall not waive such default or Event of Default. No receipt of moneys by DTG from Simply Wheelz after the expiration or earlier termination of the Term or of Simply Wheelz's right of use hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Simply Wheelz or any suit commenced or judgment entered prior to receipt of such moneys.

18.3 Rights and Remedies Cumulative. All rights and remedies of the parties under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

18.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of parties hereunder.

18.5 Integration. This Agreement, the DTG Lease Agreement and all documents relating thereto, contain all of the terms, covenants, conditions and agreements between DTG and Simply Wheelz relating in any manner to the use and occupancy of the Joint Use Area. This Agreement is intended to be and shall be interpreted as an integrated and non-severable unitary agreement governing the use and occupancy of the Joint Use Area, each of which is dependent upon the validity and enforceability of the other. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants and conditions of this Agreement cannot be altered, changed, modified or added to except by a written instrument signed by each of the parties.

18.6 Governing Law; Forum. This Agreement shall be construed and enforced in accordance with the laws of the state of California.

18.7 Waiver of Jury. DTG AND SIMPLY WHEELZ EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER DTG AGAINST SIMPLY WHEELZ OR SIMPLY WHEELZ AGAINST DTG ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, THE RELATIONSHIP OF DTG AND SIMPLY WHEELZ, SIMPLY WHEELZ'S USE OF THE JOINT USE AREA, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

18.8 Confidentiality. Simply Wheelz shall keep the content and all copies of this Agreement and the DTG Lease Agreement, all related documents and amendments, and all proposals, materials, information and matters relating hereto strictly confidential, and shall not disclose, divulge, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Simply Wheelz's employees, attorneys, agents, insurers, auditors, lenders and permitted successors and assigns (and Simply Wheelz shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof) and except as may be required by law or court proceedings.

18.9 Counterparts, etc. This Agreement may be executed in any number of counterparts (including facsimile or pdf transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Section and exhibit references herein are to sections and exhibits of this Agreement unless otherwise specified.

18.10 Attorneys' Fees. In the event of any dispute hereunder, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees.

(Signature page immediately follows)

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

DTG OPERATIONS, INC.

By: Michael E. Holdgrafer
Its: Vice President - Real Estate & Concessions

SIMPLY WHEELZ LLC,
dba ADVANTAGE RENT A CAR

By: _____
Its: _____

Exhibit A

Description and/or Depiction of Common Facilities; Description of Permitted Uses

See attached depiction of Common Facilities

Description of Permitted Uses

Preparation of cars for rental

Fueling of cars

Note: Common Facilities in fuel island include only Nozzle 1 and Nozzle 3.

Exhibit B

List of Fees

$2 per use of DTG's car wash and preparation area

105% of the cost of fuel to DTG, as invoiced by DTG to Simply Wheelz

EXHIBIT C-1

FORM OF HERTZ AND DEBTOR RELEASE

See attached

EXECUTION COPY

GENERAL RELEASE

This General Release (this "Release") is entered into as of December 16, 2013, by and among Simply Wheelz, LLC, a Delaware limited liability company ("Simply Wheelz") and The Hertz Corporation, a Delaware corporation ("Hertz") (each a "Party" and together the "Parties").

WHEREAS, on December 12, 2012, Advantage Rent A Car ("Advantage") was acquired from Hertz by Adreca Holdings Corp. ("Adreca"), pursuant to the Amended and Restated Purchase Agreement, dated as of December 10, 2012 (as amended, modified or supplemented from time to time, the "Purchase Agreement"), between Adreca and Hertz.

WHEREAS, on May 3, 2013, Adreca was merged with and into Franchise Services of North America, Inc. ("FSNA"), a Delaware corporation and the successor to Franchise Services of North America, Inc., a public company under the Canadian Business Corporations Act, with FSNA as the surviving corporation of such merger.

WHEREAS, the Advantage rental car business is currently operated by Simply Wheelz, a subsidiary of FSNA.

WHEREAS, Hertz and/or any applicable affiliate thereof, on the one hand, and Simply Wheelz, on the other hand, are parties to certain contractual arrangements relating to Advantage's rental car business. The contractual arrangements listed in Exhibit A hereto are collectively referred to herein as the "Terminated Contracts." All contractual arrangements (other than the Terminated Contracts) between Hertz and/or any applicable affiliate thereof, on the one hand, and Simply Wheelz, on the other hand, that will be assumed and/or assigned by Simply Wheelz to the Prevailing Purchaser (as defined below) shall be hereinafter referred to as the "Assumed Contracts." All other contractual arrangements (exclusive of the Terminated Contracts and the Assumed Contracts) between Hertz and/or any applicable affiliate thereof, on the one hand, and Simply Wheelz, on the other hand, shall be hereinafter referred to as the "Excluded Contracts."

WHEREAS, Hertz and Simply Wheelz entered into (i) the Master Motor Vehicle Operating Sublease Agreement, dated as of December 12 2012 (as amended, modified or supplemented from time to time, the "Sublease"), and (ii) the Master Motor Vehicle Operating Hawaii Lease Agreement, dated as of December 12, 2012 (as amended, modified or supplemented from time to time, the "Hawaii Lease" and together with the Sublease, the "Leases"), pursuant to which Simply Wheelz leased certain vehicles from Hertz (such vehicles, the "Vehicles").

WHEREAS, as a result of non-payment of rent as of October 1, 2013 and other breaches under the Leases, Hertz has asserted that it terminated the Leases as of November 2, 2013 and requested Simply Wheelz to return or cause to be returned all Vehicles subject to the Leases. Simply Wheelz contends that the Leases were not effectively terminated, or were improperly terminated.

WHEREAS, on November 5, 2013 (the "Petition Date"), Simply Wheelz filed a voluntary case (the "Bankruptcy Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court") and became a debtor and debtor in possession in the Bankruptcy Case.

WHEREAS, Simply Wheelz has filed certain motions with the Bankruptcy Court seeking entry of orders that would, among other things, (i) authorize it to schedule an auction (as defined in the Bidding Procedures Order (as defined below), the "Auction") to sell substantially all of its assets (the "Purchased Assets") and assign certain of its liabilities pursuant to Sections 363 and 365 of the Bankruptcy Code (the "Transaction") to The Catalyst Capital Group and/or one or more funds managed by it and/or through certain affiliates, as the Stalking Horse Buyer (as defined in the Bidding Procedures Order) (collectively, "Catalyst") or another purchaser who submits the highest or otherwise best offer at the Auction (Catalyst or such other successful purchaser, as defined in the Bidding Procedures Order, the "Prevailing Purchaser"), and (ii) approve the consummation of the Transaction with the Prevailing Purchaser. Pursuant to the bidding procedures order entered by the Bankruptcy Court [Dkt. # 109] (the "Bidding Procedures Order"), the Bankruptcy Court approved the Bidding Procedures (as defined in the Bidding Procedures Order) that will govern the sale process.

WHEREAS, concurrently with the execution and delivery of this Release, Simply Wheelz, FSNA, Hertz, Thomas M. McDonnell III ("McDonnell") and Catalyst are entering into a global settlement agreement to, among other things, (i) settle certain Claims (as defined below); (ii) provide for an orderly sale and transition of the Advantage rental car business to the Prevailing Purchaser; and (iii) set forth the surviving rights and obligations of the Parties under the Terminated Contracts, the Assumed Contracts and the Excluded Contracts (the "Settlement Agreement").

WHEREAS, the execution and delivery of this Release and the execution and delivery of the other mutual releases referenced in the Settlement Agreement (collectively, the "Other Releases") is a condition to the Settlement Agreement, and each Party acknowledges that the other Party would not have entered into (i) the Settlement Agreement without this Release and the Other Releases or (ii) this Release without the Other Releases.

WHEREAS, except as expressly set forth herein or set forth in the Settlement Agreement, the Parties intend that this Release will be a general release in full satisfaction of all of the Parties' respective obligations and contractual arrangements and will constitute a full release of any and all Claims of any kind or character whatsoever, based on any legal theory whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in this Release, the Other Releases and the Settlement Agreement, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. General Release of Hertz. Simply Wheelz, for itself and, except for FSNA, on behalf of its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, including Boketo LLC ("Boketo"), Macquarie Financial Holdings Limited ("MFHL"), MIHI LLC ("MIHI"), Macquarie Capital (USA) Inc. ("Macquarie Capital" together with Boketo, MFHL, and MIHI, collectively, the "Macquarie Parties"), McDonnell, Sanford Miller ("Miller"), and their respective past and present shareholders, equity investors, equity holders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Releasing Simply Wheelz Parties"), hereby fully and forever releases and discharges Hertz and its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, and their respective past and present shareholders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Released Hertz Parties"), from any and all rights, charges, claims, complaints, demands, damages, debts, loans, promissory notes, losses, obligations, liabilities, costs, expenses, damages, suits, actions, rights of action and causes of action, of any kind or character whatsoever, based on any legal theory whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law, whether known or unknown, concealed or hidden, suspected or unsuspected, developed or undeveloped (collectively, "Claims"), that the Releasing Simply Wheelz Parties have or may have against any of the Released Hertz Parties based upon facts occurring at any time prior to the date of this Release or which may be hereafter claimed to relate to or arise out of any action, inaction, event, or matter based upon facts occurring prior to the date of this Release, including any derivative Claims sought to be enforced by any shareholder, equity investor, equity holders, guarantor, or creditor of any of the Releasing Simply Wheelz Parties (subject to the exclusions set forth in the proviso below, collectively, the "Released Simply Wheelz Claims"); provided, however, that the Released Simply Wheelz Claims shall not include (i) any and all rights, obligations and other Claims arising under the Settlement Agreement, this Release or any other agreement, instrument or document executed in connection therewith or (ii) any and all rights, obligations and other Claims arising under any Assumed Contract, whether arising before, on or after the Petition Date, other than monetary Claims arising prior the Petition Date under any Assumed Contract.

2. General Release of Simply Wheelz. Hertz, for itself and on behalf of its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, and their respective past and present shareholders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Releasing Hertz Parties") hereby fully and forever releases and discharges Simply Wheelz and the other Releasing Simply Wheelz Parties, with the exception of McDonnell, Miller, and the Macquarie Parties (collectively, the "Released Simply Wheelz Parties"), from any and all Claims of any kind or character whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law, whether known or unknown, concealed or hidden, suspected or unsuspected, developed or

undeveloped, that the Releasing Hertz Parties have or may have against any of the Released Simply Wheelz Parties based upon facts occurring at any time prior to the date of this Release or which may be hereafter claimed to relate to or arise out of any action, inaction, event, or matter based upon facts occurring prior to the date of this Release (subject to the exclusions set forth in the proviso below, collectively, the "Released Hertz Claims"); provided, however, that the Released Hertz Claims shall not include (i) any and all rights, obligations and other Claims arising under the Settlement Agreement, this Release or any other agreement, instrument or document executed in connection therewith, (ii) any monetary Claims arising prior to the Petition Date under any Terminated Contract or Excluded Contract (provided that any such monetary Claims shall not be assertable or otherwise recoverable against the Prevailing Purchaser or any affiliate thereof under any circumstances or as a condition for Bankruptcy Court approval of, or the consummation of, the Transaction), (iii) any monetary Claims arising on or after the Petition Date through the date of this Release under any Terminated Contract (provided that any such monetary Claims (x) may only be asserted against Simply Wheelz as a prepetition general unsecured claim or administrative priority claim and not as a Claim for nonmonetary or other equitable relief, and (y) shall not be assertable or otherwise recoverable against the Prevailing Purchaser or any affiliate thereof under any circumstances or as a condition for Bankruptcy Court approval of, or the consummation of, the Transaction), (iv) any and all rights, obligations and other Claims arising under any Excluded Contract solely with respect to any time period commencing on or after the Petition Date and ending on and including the date such Excluded Contract is rejected pursuant to Section 365 of the Bankruptcy Code, or (v) any and all rights, obligations and other Claims arising under any Assumed Contract, whether arising before, on or after the Petition Date (provided that any monetary Claims arising prior the Petition Date under any Assumed Contract, (x) may only be asserted against Simply Wheelz as a prepetition general unsecured claim or administrative priority claim and not as a Claim for nonmonetary or other equitable relief, and (y) shall not be assertable or otherwise recoverable as a cure cost or other amount payable in connection with the assumption and assignment of such Assumed Contract to the Prevailing Purchaser and shall not be assertable or otherwise recoverable against the Prevailing Purchaser or any affiliate thereof under any circumstances or a condition for Bankruptcy Court approval of, or the consummation of, the Transaction). Any prepetition general unsecured claim or administrative priority claim of Hertz, however, shall be subordinate in all respects to the claims, which are awarded by the Bankruptcy Court in accordance with Section 330 of the Bankruptcy Code, for the payment of all reasonable unpaid fees, costs, disbursements and expenses of professionals retained by the Debtor in the Bankruptcy Case under Section 327 of the Bankruptcy Code, as well to the claims for payment of all unpaid fees required to be paid in the Bankruptcy Case to the office of the United States Trustee under 28 U.S.C. § 1930.

3. Civil Code Section 1542 Waiver. With respect to the Claims released in this Release, the Parties hereby expressly waive all rights under the provisions of Section 1542 of the Civil Code of the State of California and any similar rights in any other jurisdiction or under any similar statute or regulation of the United States or any other jurisdiction. Section 1542 of the California Civil Code reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Each Party understands and acknowledges the significance and the consequences of this waiver and confirms that such Party has either discussed or has been given an opportunity to discuss such matters with counsel of its choice.

4. Termination of Agreements. Each of the Terminated Contracts is hereby terminated, effective as of the date of this Release. For the avoidance of doubt, and without limitation of Hertz's rights and ability to assert certain Claims pursuant to and subject to the limitations of the proviso to the first sentence of Section 2 hereof, the Parties acknowledge and agree that the Leases have heretofore been terminated, and the Parties' respective rights and obligations with respect to the Vehicles covered thereby shall be governed by the Settlement Agreement, which, among other things, includes Sections 2.2, 4.8, 4.12, 5, 6.1, 6.2, 7.0, 7.1, 8, 10, 13, 17, 23.14, 23.16 and 23.17 of the Leases as if such provisions were set forth therein.

5. Non-Disparagement. Each Party agrees not to make any disparaging, derogatory or defamatory statements about the other Party or its officers, directors, other employees at the level of manager or above, or material shareholders in any manner reasonably likely to be harmful to them or their business, business reputation or personal reputation. The Parties will not assist, encourage, discuss, cooperate, incite or otherwise confer with or aid any others in discrediting the other Party or in pursuit of a Claim or other action against the other Party, including any Claim or other action that is released pursuant to this Release. Nothing contained in this Section 5 shall prevent any Party from making truthful statements in any judicial, arbitration, governmental or other appropriate forum for adjudication of disputes between the Parties or in any response or disclosure by any Party compelled by legal process or required by applicable law.

6. Consultation with Counsel. Each Party acknowledges, represents, and warrants that it has read this Release in its entirety, and has been given an opportunity to consult with, and has been represented by and has consulted with, legal counsel of its own choice in connection with the negotiating, drafting, and execution of this Release, including specifically the general releases, the termination of agreements, the non-disparagement covenant and the Civil Code Section 1542 waiver contained in Sections 1-5 of this Release, and has relied upon the advice of such legal counsel in negotiating, drafting, and executing the same.

7. Authority; Binding Agreement. Subject to the entry of the Bankruptcy Approval Order (as defined below), each Party represents and warrants that (a) it has the requisite power and authority or capacity to execute and deliver this Release and to perform its obligations hereunder, (b) the execution, delivery and performance of this Release have been duly authorized by all requisite corporate or other required action of such Party, and (c) this Release constitutes the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

8. Assignment of Claims. Each Party represents and warrants that it has not assigned, pledged, encumbered or in any manner transferred or conveyed all or any portion of the Claims, demands, causes of action or charges of any nature (asserted and unasserted) covered by this Release. Each Party shall indemnify the other Party for all reasonable costs and expenses, including attorneys' fees, incurred by such other Party in defense of any Claim, demand, cause of action or charge of any nature by a third-party premised on the assertion that such Party assigned, pledged or in any manner transferred or conveyed to the third-party such Claim, demand, cause of action or charge of any nature.

9. Noncontravention. Each Party represents and warrants that the execution and delivery of this Release does not: (a) violate any applicable law to which such Party is subject, (b) conflict with or result in a breach of any provision of the certificate of incorporation, bylaws, or other organizational documents of such Party, or (c) except for the releases and terminations contained herein, create a breach, default, termination, cancellation or acceleration of any obligation, or require the consent of any third-party under any contract, agreement or binding commitment to which such Party is a party or by which such Party or any of its assets or properties may be bound or subject.

10. Non-Admission of Liability. The Parties agree that the execution of this Release does not constitute, and should not be construed as, an admission of liability, wrongdoing, fault, judgment or concession, or as evidence with respect thereto, by any Party on account of any Claims or matters arising between the Parties, liability for which is hereby expressly denied by each Party.

11. Counterparts. This Release may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimiles of signatures shall be deemed to be originals.

12. Headings. The headings of the Sections of this Release are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of this Release.

13. Third-Party Beneficiaries. This Release shall not confer any rights or remedies upon any person other than the Parties and their respective successors, provided that the Released Hertz Parties and the Released Simply Wheelz Parties are intended third-party beneficiaries of this Release.

14. Amendment; Successors and Assignment. This Release may be amended only by the execution and delivery of a written instrument by or on behalf of each Party. Neither this Release nor any of the rights, interests or obligations provided by this Release will be transferred or assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party. This Release will be binding upon and inure to the benefit of the Released Hertz Parties and the Released Simply Wheelz Parties and their respective successors.

15. Entire Agreement. This Release, the Settlement Agreement and the Bankruptcy Approval Order represent the entire agreement between Simply Wheelz and Hertz with respect to the subject matter hereof and supersede and render null and void any and all prior agreements or contracts, whether oral or written, that exist or existed between Simply Wheelz and Hertz with respect to the release of Claims. In the event there is any conflict or inconsistency between this Release and the Settlement Agreement, the provisions of the Settlement Agreement shall control.

16. No Reliance. Each Party represents and warrants that no statements or representations made by any other Party, except as specifically recited in this Release and the Settlement Agreement, have influenced, induced or caused it to execute this Release, or were relied upon in entering into this Release.

17. Interpretation. This Release has been fairly negotiated among the Parties and, therefore, shall be construed as a whole according to its fair meaning and not be construed against any Party as the principal draftsperson of the language of this Release and not strictly for or against any Party. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor, amended or analogous statute, which provides that in cases of uncertainty, the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

18. Construction

(a) For purposes of this Release, whenever the context requires, the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include the masculine and feminine genders.

(b) As used in this Release, the words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(c) Except as otherwise indicated, all references in this Release to “Sections” are intended to refer to Sections of this Release.

(d) As used in this Release, the terms “hereof,” “hereunder,” “herein” and words of similar import shall refer to this Release as a whole and not to any particular provision of this Release.

(e) The language used in this Release shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.

19. Governing Law. THIS RELEASE AND ANY CLAIMS THAT ARISE OUT OF OR RELATE TO THIS RELEASE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD

CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED.

20. Consent to Jurisdiction. Each of the Parties to this Release consents to submit to the non-exclusive personal jurisdiction of any state or federal court sitting in the State of New York any action or proceeding arising out of or relating to this Release and agrees that all Claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties to this Release agrees not to assert in any action or proceeding arising out of or relating to this Release that venue in New York is improper, and waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto, provided, however, that notwithstanding the foregoing, the Bankruptcy Court shall retain jurisdiction of the subject matter and the parties until such time as the Bankruptcy Case is dismissed or closed.

21. Attorneys' Fees. The Parties agree that should any action arise out of the breach or enforcement of this Release, including arbitration, the prevailing party shall be entitled to all costs and expenses including reasonable attorneys' fees incurred in connection therewith.

22. Jury Trial. EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS RELEASE, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS RELEASE OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

23. Additional Representations and Warranties. EACH PARTY REPRESENTS AND WARRANTS THAT IT: HAS HAD AN OPPORTUNITY TO INVESTIGATE THE FACTS AND MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE; HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS RELEASE AND ITS FINAL AND BINDING EFFECT INCLUDING THE RELEASE OF ANY UNKNOWN OR UNSUSPECTED CLAIMS; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS RELEASE WITH ADVISORS OR ATTORNEYS OF ITS CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS RELEASE; IS FULLY COMPETENT TO MANAGE ITS OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS RELEASE; HAS SIGNED THIS RELEASE KNOWINGLY, FREELY AND VOLUNTARILY WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS, AND WITHOUT FRAUD, DURESS OR UNDUE INFLUENCE; AND THAT THE ONLY PROMISES MADE TO INDUCE IT TO ENTER INTO THIS RELEASE ARE THOSE STATED HEREIN.

24. Effectiveness. Notwithstanding anything in this Release to the contrary, this Release is expressly conditioned on the entry of an order by the Bankruptcy Court approving the Settlement Agreement, this Release and the Other Releases (the "Bankruptcy Approval Order"), which order shall have become Effective (as defined in the Settlement Agreement). In the event the Bankruptcy Court does not grant the Bankruptcy Approval Order or such order does not become Effective, this Release will become void and of no effect ab initio. In addition, notwithstanding anything in this Release to the contrary, this Release is expressly conditioned on the execution and delivery of the Other Releases by the parties thereto.

* * * * *

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

SIMPLY WHEELZ LLC, d/b/a ADVANTAGE RENT A CAR

By: _____
Name:
Title:

THE HERTZ CORPORATION

By: _____
Name:
Title:

EXHIBIT A[1]

TERMINATED CONTRACTS

1. Deposit Account Control Agreement (Sublease DSR Account), dated as of December 12, 2012, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, N.A.

2. Deposit Account Control Agreement (Sublease Holdback Account), dated as of December 12, 2012, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, N.A.

3. Deposit Account Control Agreement (Hawaii Lease DSR Account), dated as of December 12, 2012, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, N.A.

4. Deposit Account Control Agreement (Hawaii Lease Holdback Account), dated as of December 12, 2012, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, N.A.

5. Account and Control Agreement (Sublease DSR Account), dated as of April 18, 2013, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, National Association.

6. Account and Control Agreement (Sublease Holdback Account), dated as of April 18, 2013, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, National Association.

7. Account and Control Agreement (Hawaii Lease DSR Account), dated as of April 18, 2013, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, National Association.

8. Account and Control Agreement (Hawaii Lease Holdback Account), dated as of April 18, 2013, between The Hertz Corporation, and Simply Wheelz LLC (d/b/a Advantage Rent A Car), and Bank of America, National Association

9. Guarantee (of Master Motor Vehicle Operating Sublease Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

10. Guarantee (of Master Motor Vehicle Operating Sublease Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone

[1] This list of documents shall be deemed to include all versions of each document as amended, supplemented or modified from time to time prior to the date of execution of this Release and including all letter agreements.

Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

11. Guarantee (of Master Motor Vehicle Operating Hawaii Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

12. Guarantee (of Master Motor Vehicle Operating Hawaii Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

13. Guarantee (of the Current Assets Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

14. Guarantee (of the Current Assets Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

15. Hertz Senior Note Credit Agreement, dated as of December 12, 2012, between The Hertz Corporation and Simply Wheelz LLC (d/b/a Advantage Rent A Car).

16. Guarantee (of Hertz Senior Note Credit Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

17. Guarantee (of Hertz Senior Note Credit Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

18. Guarantee (of the Senior Promissory Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

19. Guarantee (of the Senior Promissory Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

20. Guarantee (of the Purchase Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

21. Guarantee (of the Purchase Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

EXHIBIT C-2

FORM OF HERTZ AND FSNA RELEASE

See attached

EXECUTION COPY

GENERAL RELEASE

This General Release (this "Release") is entered into as of December 16, 2013, by and between Franchise Services of North America, Inc. ("FSNA"), a Delaware corporation and the successor to Franchise Services of North America, Inc., a public company under the Canadian Business Corporations Act, which shall be deemed to include Adreca Holdings Corp. ("Adreca"), which was merged with and into FSNA on May 3, 2013 with FSNA as the surviving corporation of such merger, and The Hertz Corporation, a Delaware corporation ("Hertz") (each a "Party" and together the "Parties").

WHEREAS, on December 12, 2012, Advantage Rent A Car ("Advantage") was acquired from Hertz by Adreca, which was merged with and into FSNA on May 3, 2013 with FSNA as the surviving corporation of such merger.

WHEREAS, the Advantage rental car business currently is operated by Simply Wheelz LLC, d/b/a Advantage Rent A Car ("Simply Wheelz"), a subsidiary of FSNA.

WHEREAS, Hertz and FSNA have entered into contractual arrangements relating to Advantage's rental car business, including the contractual arrangements listed in Exhibit A hereto.

WHEREAS, Hertz and Simply Wheelz entered into (i) the Master Motor Vehicle Operating Sublease Agreement, dated as of December 12 2012 (as amended, modified or supplemented from time to time, the "Sublease"), and (ii) the Master Motor Vehicle Operating Hawaii Lease Agreement, dated as of December 12, 2012 (as amended, modified or supplemented from time to time, the "Hawaii Lease" and together with the Sublease, the "Leases"), pursuant to which Simply Wheelz leased certain vehicles from Hertz (such vehicles, the "Vehicles").

WHEREAS, as a result of non-payment of rent as of October 1, 2013 and other breaches under the Leases, Hertz has asserted that it terminated the Leases as of November 2, 2013 and requested Simply Wheelz to return or cause to be returned all Vehicles subject to the Leases. Simply Wheelz contends that the Leases were not effectively terminated, or were improperly terminated.

WHEREAS, on November 5, 2013, Simply Wheelz filed a voluntary case (the "Bankruptcy Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court") and became a debtor and debtor in possession in the Bankruptcy Case.

WHEREAS, Simply Wheelz has filed certain motions with the Bankruptcy Court seeking entry of orders that would, among other things, (i) authorize it to schedule an auction (as defined in the Bidding Procedures Order (as defined below), the "Auction") to sell substantially all of its assets and assign certain of its liabilities pursuant to Sections 363 and 365 of the Bankruptcy Code (the "Transaction") to The Catalyst Capital Group

and/or one or more funds managed by it and/or through certain affiliates, as the Stalking Horse Buyer (as defined in the Bidding Procedures Order) (collectively, "Catalyst") or another purchaser who submits the highest or otherwise best offer at the Auction (Catalyst or such other successful purchaser, as defined in the Bidding Procedures Order, the "Prevailing Purchaser"), and (ii) approve the consummation of the Transaction with the Prevailing Purchaser. Pursuant to the bidding procedures order entered by the Bankruptcy Court [Dkt. # 109] (the "Bidding Procedures Order"), the Bankruptcy Court approved the Bidding Procedures (as defined in the Bidding Procedures Order) that will govern the sale process.

WHEREAS, concurrently with the execution and delivery of this Release, Simply Wheelz, FSNA, Hertz, Thomas M. McDonnell III ("McDonnell"), and Catalyst are entering into a global settlement agreement (the "Settlement Agreement") to, among other things, (i) settle certain Claims (as defined below); (ii) provide for an orderly sale and transition of the Advantage rental car business to the Prevailing Purchaser; and (iii) set forth the surviving rights and obligations of the Parties under that certain Amended and Restated Purchase Agreement, dated as of December 10, 2012, between FSNA (as successor to Adreca) and Hertz (as amended, modified or supplemented from time to time, as the "Purchase Agreement").

WHEREAS, the execution and delivery of this Release and the execution and delivery of the other mutual releases referenced in the Settlement Agreement (collectively, the "Other Releases") is a condition to the Settlement Agreement, and each Party acknowledges that the other Party would not have entered into (i) the Settlement Agreement without this Release and the Other Releases or (ii) this Release without the Other Releases.

WHEREAS, except as expressly set forth herein or set forth in the Settlement Agreement, the Parties intend that this Release will be a general release in full satisfaction of all of the Parties' respective obligations and contractual arrangements and will constitute a full release of any and all Claims of any kind or character whatsoever, based on any legal theory whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in this Release, the Other Releases and the Settlement Agreement, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. General Release of Hertz. FSNA, for itself and, except for Simply Wheelz, on behalf of its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities, divisions, equity investors, equity holders, or guarantors, including Adreca, U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., Advantage Company Holdings, Inc., Boketo LLC ("Boketo"), McDonnell, Sanford Miller ("Miller"), Macquarie Financial Holdings Limited ("MFHL"), and MIHI

LLC ("MIHI"), and their respective past and present shareholders, including McDonnell, Macquarie Capital (USA) Inc. ("Macquarie Capital"), MFHL, MIHI, and Boketo (Boketo, together with Macquarie Capital, MFHL, and MIHI, collectively, the "Macquarie Parties"), equity investors, equity holders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Releasing FSNA Parties"), hereby fully and forever releases and discharges Hertz and its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, and their respective past and present shareholders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Released Hertz Parties"), from any and all rights, charges, claims, complaints, demands, damages, debts, loans, promissory notes, losses, obligations, liabilities, costs, expenses, damages, suits, actions, rights of action and causes of action, of any kind or character whatsoever, based on any legal theory whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law, whether known or unknown, concealed or hidden, suspected or unsuspected, developed or undeveloped (collectively, "Claims"), that the Releasing FSNA Parties have or may have against any of the Released Hertz Parties based upon facts occurring at any time prior to the date of this Release or which may be hereafter claimed to relate to or arise out of any action, inaction, event, or matter based upon facts occurring prior to the date of this Release, including any derivative or other Claims sought to be enforced by any shareholder, equity investor, equity holders, guarantor, or creditor of any of the Releasing FSNA Parties (subject to the exclusion set forth in the proviso below, collectively, the "Released FSNA Claims"); provided, however, that the Released FSNA Claims shall not include any rights and obligations arising under the Settlement Agreement.

2. General Release of FSNA. Hertz, for itself and on behalf of its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, and their respective past and present shareholders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Releasing Hertz Parties") hereby fully and forever releases and discharges FSNA and the other Releasing FSNA Parties, with the exception of McDonnell, Miller, and the Macquarie Parties (collectively, the "Released FSNA Parties"), from any and all Claims of any kind or character whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law, whether known or unknown, concealed or hidden, suspected or unsuspected, developed or undeveloped, that the Releasing Hertz Parties have or may have against any of the Released FSNA Parties based upon facts occurring at any time prior to the date of this Release or which may be hereafter claimed to relate to or arise out of any action, inaction, event, or matter based upon facts occurring prior to the date of this Release (subject to the exclusion set forth in the proviso below, collectively, the "Released Hertz Claims"); provided, however, that the Released Hertz Claims shall not include any rights and obligations arising under the Settlement Agreement.

3. Civil Code Section 1542 Waiver. With respect to the Claims released in this Release, the Parties hereby expressly waive all rights under the provisions of Section 1542 of the Civil Code of the State of California and any similar rights in any other jurisdiction or under any similar statute or regulation of the United States or any other jurisdiction. Section 1542 of the California Civil Code reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Each Party understands and acknowledges the significance and the consequences of this waiver and confirms that such Party has either discussed or has been given an opportunity to discuss such matters with counsel of its choice.

4. Termination of Agreements. Except for the Settlement Agreement and the Surviving Purchase Agreement Provisions (as defined below), each of the contractual arrangements between FSNA (including Adreca) and its parents, subsidiaries and affiliates (other than Simply Wheelz, Miller, McDonnell, and the Macquarie Parties), on the one hand, and Hertz and its parents, subsidiaries and affiliates, on the other hand, including the contractual arrangements set forth on Exhibit A hereto are hereby terminated, effective as of the date of this Release. The "Surviving Purchase Agreement Provisions" means, collectively, the following provisions of that certain Amended and Restated Purchase Agreement, dated as of December 10, 2012, between FSNA (as successor to Adreca) and Hertz (as amended, modified or supplemented from time to time, as the "Purchase Agreement"): Sections 5.3(b), 5.3(d), 5.10, 5.31(b) and 9.2 (solely with respect to any Third Party Claims (as defined in the Purchase Agreement) for which Hertz has assumed the defense of such Third Party Claim in accordance with Section 9.5(b) of the Purchase Agreement) and the related indemnification obligations of Hertz under the Purchase Agreement in respect of the foregoing Sections.

5. Non-Disparagement. Each Party agrees not to make any disparaging, derogatory or defamatory statements about the other Party or its officers, directors, other employees at the level of manager or above, or material shareholders in any manner reasonably likely to be harmful to them or their business, business reputation or personal reputation. The Parties will not assist, encourage, discuss, cooperate, incite or otherwise confer with or aid any others in discrediting the other Party or in pursuit of a Claim or other action against the other Party, including any Claim or other action that is released pursuant to this Release. Nothing contained in this Section 5 shall prevent any Party from making truthful statements in any judicial, arbitration, governmental or other appropriate forum for adjudication of disputes between the Parties or in any response or disclosure by any Party compelled by legal process or required by applicable law.

6. Consultation with Counsel. Each Party acknowledges, represents, and warrants that it has read this Release in its entirety, and has been given an opportunity to consult with, and has been represented by and has consulted with, legal counsel of its own choice in connection with the negotiating, drafting, and execution of this Release,

including specifically the general releases, the termination of agreements, the non-disparagement covenant and the Civil Code Section 1542 waiver contained in Sections 1-5 of this Release, and has relied upon the advice of such legal counsel in negotiating, drafting, and executing the same.

7. Authority; Binding Agreement. Each Party represents and warrants that (a) it has the requisite power and authority or capacity to execute and deliver this Release and to perform its obligations hereunder, (b) the execution, delivery and performance of this Release have been duly authorized by all requisite corporate or other required action of such Party, and (c) this Release constitutes the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

8. Assignment of Claims. Each Party represents and warrants that it has not assigned, pledged, encumbered or in any manner transferred or conveyed all or any portion of the Claims, demands, causes of action or charges of any nature (asserted and unasserted) covered by this Release. Each Party shall indemnify the other Party for all reasonable costs and expenses, including attorneys' fees, incurred by such other Party in defense of any Claim, demand, cause of action or charge of any nature by a third-party premised on the assertion that such Party assigned, pledged or in any manner transferred or conveyed to the third-party such Claim, demand, cause of action or charge of any nature.

9. Noncontravention. Each Party represents and warrants that the execution and delivery of this Release does not: (a) violate any applicable law to which such Party is subject, (b) conflict with or result in a breach of any provision of the certificate of incorporation, bylaws, or other organizational documents of such Party, or (c) except for the releases and terminations contained herein, create a breach, default, termination, cancellation or acceleration of any obligation, or require the consent of any third-party under any contract, agreement or binding commitment to which such Party is a party or by which such Party or any of its assets or properties may be bound or subject.

10. Non-Admission of Liability. The Parties agree that the execution of this Release does not constitute, and should not be construed as, an admission of liability, wrongdoing, fault, judgment or concession, or as evidence with respect thereto, by any Party on account of any Claims or matters arising between the Parties, liability for which is hereby expressly denied by each Party.

11. Counterparts. This Release may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimiles of signatures shall be deemed to be originals.

12. Headings. The headings of the Sections of this Release are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of this Release.

13. Third-Party Beneficiaries. This Release shall not confer any rights or remedies upon any person other than the Parties and their respective successors, provided

that the Released Hertz Parties and the Released FSNA Parties are intended third-party beneficiaries of this Release.

14. Amendment; Successors and Assignment. This Release may be amended only by the execution and delivery of a written instrument by or on behalf of each Party. Neither this Release nor any of the rights, interests or obligations provided by this Release will be transferred or assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party. This Release will be binding upon and inure to the benefit of the Released Hertz Parties and the Released FSNA Parties and their respective successors.

15. Entire Agreement. This Release, the Settlement Agreement and the Bankruptcy Approval Order represent the entire agreement between Simply Wheelz and Hertz with respect to the subject matter hereof and supersede and render null and void any and all prior agreements or contracts, whether oral or written, that exist or existed between Simply Wheelz and Hertz with respect to the release of Claims. In the event there is any conflict or inconsistency between this Release and the Settlement Agreement, the provisions of the Settlement Agreement shall control.

16. No Reliance. Each Party represents and warrants that no statements or representations made by the other Party, except as specifically recited in this Release and the Settlement Agreement, have influenced, induced or caused the Party to execute this Release, or were relied upon in entering into this Release.

17. Interpretation. This Release has been fairly negotiated between the Parties and, therefore, shall be construed as a whole according to its fair meaning and not be construed against any Party as the principal draftsperson of the language of this Release and not strictly for or against any Party. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor, amended or analogous statute, which provides that in cases of uncertainty, the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

18. Construction.

(a) For purposes of this Release, whenever the context requires, the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include the masculine and feminine genders.

(b) As used in this Release, the words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(c) Except as otherwise indicated, all references in this Release to “Sections” are intended to refer to Sections of this Release.

(d) As used in this Release, the terms "hereof," "hereunder," "herein" and words of similar import shall refer to this Release as a whole and not to any particular provision of this Release.

(e) The language used in this Release shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.

19. Governing Law. THIS RELEASE AND ANY CLAIMS THAT ARISE OUT OF OR RELATE TO THIS RELEASE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED.

20. Consent to Jurisdiction. Each of the Parties to this Release consents to submit to the non-exclusive personal jurisdiction of any state or federal court sitting in the State of New York any action or proceeding arising out of or relating to this Release and agrees that all Claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties to this Release agrees not to assert in any action or proceeding arising out of or relating to this Release that venue in New York is improper, and waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto; provided, however, that notwithstanding the foregoing, the Bankruptcy Court shall retain jurisdiction of the subject matter and the parties until such time as the Bankruptcy Case is dismissed or closed.

21. Attorneys' Fees. The Parties agree that should any action arise out of the breach or enforcement of this Release, including arbitration, the prevailing party shall be entitled to all costs and expenses including reasonable attorneys' fees incurred in connection therewith.

22. Jury Trial. EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS RELEASE, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS RELEASE OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

23. Additional Representations and Warranties. EACH PARTY REPRESENTS AND WARRANTS THAT IT: HAS HAD AN OPPORTUNITY TO INVESTIGATE THE FACTS AND MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE; HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS RELEASE AND ITS

FINAL AND BINDING EFFECT INCLUDING THE RELEASE OF ANY UNKNOWN OR UNSUSPECTED CLAIMS; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS RELEASE WITH ADVISORS OR ATTORNEYS OF ITS CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS RELEASE; IS FULLY COMPETENT TO MANAGE ITS OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS RELEASE; HAS SIGNED THIS RELEASE KNOWINGLY, FREELY AND VOLUNTARILY WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS, AND WITHOUT FRAUD, DURESS OR UNDUE INFLUENCE; AND THAT THE ONLY PROMISES MADE TO INDUCE IT TO ENTER INTO THIS RELEASE ARE THOSE STATED HEREIN.

24. Effectiveness. Notwithstanding anything in this Release to the contrary, this Release is expressly conditioned on the entry of an order by the Bankruptcy Court approving the Settlement Agreement, this Release and the Other Releases (the "Bankruptcy Approval Order"), which order shall have become Effective (as defined in the Settlement Agreement). In the event the Bankruptcy Court does not grant the Bankruptcy Approval Order or such order does not become Effective, this Release will become void and of no effect ab initio. In addition, notwithstanding anything in this Release to the contrary, this Release is expressly conditioned on the execution and delivery of the Other Releases by the parties thereto.

* * * * *

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

FRANCHISE SERVICES OF NORTH AMERICA, INC.

By: _____
Name:
Title:

THE HERTZ CORPORATION

By: _____
Name:
Title:

EXHIBIT A[1]

1. **Amended and Restated Purchase Agreement**, dated as of December 10, 2012, between Franchise Services of North America, Inc. (as successor to Adreca Holdings Corp.) and The Hertz Corporation.

2. **Support Agreement**, dated as of December 12, 2012, between Franchise Services of North America, Inc. (as successor to Adreca Holdings Corp.) and The Hertz Corporation.

1. **Collateral Agency, Intercreditor and Security Agreement**, dated as of December 12, 2012, among Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors Referred to therein (Franchise Services of North America, Inc., Adreca Holdings Corp., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., and Hollywood Call Center, Inc.), the Creditors Referred to therein (The Hertz Corporation) and The Hertz Corporation.

2. **Guarantee** (of Master Motor Vehicle Operating Sublease Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

3. **Guarantee** (of Master Motor Vehicle Operating Sublease Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

4. **Guarantee** (of Master Motor Vehicle Operating Hawaii Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

5. **Guarantee** (of Master Motor Vehicle Operating Hawaii Lease Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National

[1] This list of documents shall be deemed to include all versions of each document as amended, supplemented or modified from time to time prior to the date of execution of this Release and including all letter agreements.

Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

6. **Guarantee** (of the Current Assets Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

7. **Guarantee** (of the Current Assets Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

8. **Guarantee** (of Hertz Senior Note Credit Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

9. **Guarantee** (of Hertz Senior Note Credit Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

10. **Guarantee** (of the Purchase Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

11. **Guarantee** (of the Purchase Agreement), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

12. **Guarantee** (of the Senior Promissory Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car) and the Guarantor (Adreca Holdings Corp.), in favor of The Hertz Corporation.

13. **Guarantee** (of the Senior Promissory Note), dated as of December 12, 2012, by Simply Wheelz LLC (d/b/a Advantage Rent A Car), the Guarantors (Franchise Services of North America, Inc., U-Save Car Sales, Inc., U-Save Auto Rental of America, Inc., U-Save Holdings, Inc., U-Save Leasing, Inc., Peakstone Financial Services, Inc. d/b/a Sonoran National Insurance Group f/k/a Financial Services, Inc., Auto Rental Resource Center, Inc., Practical Rent-A-Car System, Inc., Hollywood Call Center, Inc., and Advantage Company Holdings, Inc.), in favor of The Hertz Corporation.

14. **Current Assets Note,** dated as of December 12, 2012, by and between Adreca Holdings Corp. and The Hertz Corporation.

15. **Senior Promissory Note,** dated as of December 12, 2012, by Adreca Holdings Corp. to The Hertz Corporation.

16. **Confidentiality Agreement**, dated as of September 21, 2012, between The Hertz Corporation and Franchise Services of North America.

17. **FSNA Letter of Representation**, dated as of December 10, 2012, between Franchise Services of North America, Inc. and The Hertz Corporation.

18. **Omnibus Letter Agreeme**nt, dated as of December 10, 2012, between The Hertz Corporation and Adreca Holdings Corp.

19. **Officer's Certificates of Adreca Holdings Corp.**, dated as of December 12, 2012, February 15, 2013, March 15, 2013 and April 15, 2013 by Adreca Holdings.

20. **Omnibus Letter Agreeme**nt, dated as of December 10, 2012, between The Hertz Corporation and Adreca Holdings Corp.

21. **Officer's Certificate of Franchise Services of North America Inc.**, dated as of May 15, 2013 by Franchise Services of North America Inc.

EXHIBIT C-3

FORM OF HERTZ AND MCDONNELL RELEASE

See attached

EXECUTION COPY

GENERAL RELEASE

This General Release (this "Release") is entered into as of December 16, 2013, by and between Thomas P. McDonnell, III ("McDonnell") and The Hertz Corporation, a Delaware corporation ("Hertz") (each a "Party" and together the "Parties").

WHEREAS, on December 12, 2012, Advantage Rent A Car ("Advantage") was acquired from Hertz by Adreca Holdings Corp., which was merged with and into Franchise Services of North America, Inc. ("FSNA"), on May 3, 2013 with FSNA as the surviving corporation of such merger.

WHEREAS, McDonnell is an officer, director and stockholder of FSNA, a Delaware corporation and the successor to Franchise Services of North America, Inc., a public company under the Canadian Business Corporations Act, which shall be deemed to include Adreca Holdings Corp. for all purposes under this Release.

WHEREAS, FSNA is the parent company of Simply Wheelz LLC, d/b/a Advantage Rent A Car ("Simply Wheelz").

WHEREAS, McDonnell is an officer and director of Simply Wheelz.

WHEREAS, Hertz and McDonnell have entered into the contractual arrangement relating to FSNA's purchase of Advantage, which is listed in Exhibit A hereto.

WHEREAS, Hertz and Simply Wheelz entered into (i) the Master Motor Vehicle Operating Sublease Agreement, dated as of December 12 2012 (as amended, modified or supplemented from time to time, the "Sublease"), and (ii) the Master Motor Vehicle Operating Hawaii Lease Agreement, dated as of December 12, 2012 (as amended, modified or supplemented from time to time, the "Hawaii Lease" and together with the Sublease, the "Leases"), pursuant to which Simply Wheelz leased certain vehicles from Hertz (such vehicles, the "Vehicles").

WHEREAS, as a result of non-payment of rent as of October 1, 2013 and other breaches under the Leases, Hertz has asserted that it terminated the Leases as of November 2, 2013 and requested Simply Wheelz to return or cause to be returned all Vehicles subject to the Leases. Simply Wheelz contends that the Leases were not effectively terminated, or were improperly terminated.

WHEREAS, on November 5, 2013, Simply Wheelz filed a voluntary case (the "Bankruptcy Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court") and became a debtor and debtor in possession in the Bankruptcy Case.

WHEREAS, Simply Wheelz has filed certain motions with the Bankruptcy Court seeking entry of orders that would, among other things, (i) authorize it to schedule an auction (as defined in the Bidding Procedures Order (as defined below), the "Auction") to

sell substantially all of its assets and assign certain of its liabilities pursuant to Sections 363 and 365 of the Bankruptcy Code (the "Transaction") to The Catalyst Capital Group and/or one or more funds managed by it and/or through certain affiliates, as the Stalking Horse Buyer (as defined in the Bidding Procedures Order) (collectively, "Catalyst") or another purchaser who submits the highest or otherwise best offer at the Auction (Catalyst or such other successful purchaser, as defined in the Bidding Procedures Order, the "Prevailing Purchaser"), and (ii) approve the consummation of the Transaction with the Prevailing Purchaser. Pursuant to the bidding procedures order entered by the Bankruptcy Court [Dkt. # 109] (the "Bidding Procedures Order"), the Bankruptcy Court approved the Bidding Procedures (as defined in the Bidding Procedures Order) that will govern the sale process.

WHEREAS, concurrently with the execution and delivery of this Release, Simply Wheelz, FSNA, Hertz, McDonnell and Catalyst are entering into a global settlement agreement to, among other things, (i) settle certain Claims (as defined below); (ii) provide for an orderly sale and transition of the Advantage rental car business to the Prevailing Purchaser; and (iii) set forth the surviving rights and obligations of the FSNA, Simply Wheelz and Hertz under certain contracts as further described therein (the "Settlement Agreement").

WHEREAS, the execution and delivery of this Release and the execution and delivery of the other mutual releases referenced in the Settlement Agreement (collectively, the "Other Releases") is a condition to the Settlement Agreement, and each Party acknowledges that the other Party would not have entered into (i) the Settlement Agreement without this Release and the Other Releases or (ii) this Release without the Other Releases.

WHEREAS, the Parties intend that this Release will be a general release in full satisfaction of all of the Parties' respective obligations with respect to matters involving FSNA and Simply Wheelz and will constitute a full release of any and all Claims of any kind or character whatsoever, based on any legal theory whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in this Release, the Other Releases and the Settlement Agreement, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. General Release of Hertz. McDonnell for himself and on behalf of his legal representatives, attorneys, agents, successors, and assigns (collectively, the "Releasing McDonnell Parties"), hereby fully and forever releases and discharges Hertz and its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, and their respective past and present shareholders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Released Hertz Parties"), from any and all rights, charges, claims, complaints, demands, damages, debts,

loans, promissory notes, losses, obligations, liabilities, costs, expenses, damages, suits, actions, rights of action and causes of action, of any kind or character whatsoever, based on any legal theory whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law, whether known or unknown, concealed or hidden, suspected or unsuspected, developed or undeveloped (collectively, "Claims'), that the Releasing McDonnell Parties have or may have against any of the Released Hertz Parties based upon facts occurring at any time prior to the date of this Release or which may be hereafter claimed to relate to or arise out of any action, inaction, event, or matter based upon facts occurring prior to the date of this Release, in each case in relation to FSNA or its subsidiaries, including Simply Wheelz (collectively, the "Released McDonnell Claims").

2. General Release of McDonnell. Hertz, for itself and on behalf of its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, and their respective past and present shareholders, members, managers, officers, directors, employees, legal representatives, attorneys, insurers, agents, predecessors, successors, and assigns (collectively, the "Releasing Hertz Parties") hereby fully and forever releases and discharges McDonnell and the other Releasing McDonnell Parties (collectively, the "Released McDonnell Parties"), from any and all Claims of any kind or character whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law, whether known or unknown, concealed or hidden, suspected or unsuspected, developed or undeveloped, that the Releasing Hertz Parties have or may have against any of the Released McDonnell Parties based upon facts occurring at any time prior to the date of this Release or which may be hereafter claimed to relate to or arise out of any action, inaction, event, or matter based upon facts occurring prior to the date of this Release, in each case in relation to FSNA or its subsidiaries, including Simply Wheelz (collectively, the "Released Hertz Claims").

3. Civil Code Section 1542 Waiver. With respect to the Claims released in this Release, the Parties hereby expressly waive all rights under the provisions of Section 1542 of the Civil Code of the State of California and any similar rights in any other jurisdiction or under any similar statute or regulation of the United States or any other jurisdiction. Section 1542 of the California Civil Code reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Each Party understands and acknowledges the significance and the consequences of this waiver and confirms that such Party has either discussed or has been given an opportunity to discuss such matters with counsel of its choice.

4. Termination of Agreement. The contractual arrangement between McDonnell and Hertz set forth on Exhibit A hereto is hereby terminated, effective as of the date of this Release.

5. Non-Disparagement. Each Party agrees not to make any disparaging, derogatory or defamatory statements about the other Party or, with respect to Hertz, its officers, directors, other employees at the level of manager or above, or material shareholders, in each case in any manner reasonably likely to be harmful to them or their business, business reputation or personal reputation. The Parties will not assist, encourage, discuss, cooperate, incite or otherwise confer with or aid any others in discrediting the other Party or in pursuit of a Claim or other action against the other Party, including any Claim or other action that is released pursuant to this Release. Nothing contained in this Section 5 shall prevent any Party from making truthful statements in any judicial, arbitration, governmental or other appropriate forum for adjudication of disputes between the Parties or in any response or disclosure by any Party compelled by legal process or required by applicable law.

6. Consultation with Counsel. Each Party acknowledges, represents, and warrants that it has read this Release in its entirety, and has been given an opportunity to consult with, and has been represented by and has consulted with, legal counsel of its own choice in connection with the negotiating, drafting, and execution of this Release, including specifically the general releases, the termination of the agreement, the non-disparagement covenant and the Civil Code Section 1542 waiver contained in Sections 1-5 of this Release, and has relied upon the advice of such legal counsel in negotiating, drafting, and executing the same.

7. Authority; Binding Agreement. Each Party represents and warrants that (a) it has the requisite power and authority or capacity to execute and deliver this Release and to perform its obligations hereunder, (b) the execution, delivery and performance of this Release have been duly authorized by all requisite corporate or other required action of such Party, and (c) this Release constitutes the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

8. Assignment of Claims. Each Party represents and warrants that it has not assigned, pledged, encumbered or in any manner transferred or conveyed all or any portion of the Claims, demands, causes of action or charges of any nature (asserted and unasserted) covered by this Release. Each Party shall indemnify the other Party for all reasonable costs and expenses, including attorneys' fees, incurred by such other Party in defense of any Claim, demand, cause of action or charge of any nature by a third-party premised on the assertion that such Party assigned, pledged or in any manner transferred or conveyed to the third-party such Claim, demand, cause of action or charge of any nature.

9. Noncontravention. Each Party represents and warrants that the execution and delivery of this Release does not: (a) violate any applicable law to which such Party is subject, (b) in the case of Hertz, conflict with or result in a breach of any provision of the certificate of incorporation, bylaws, or other organizational documents of such Party, or (c) except for the releases contained herein, create a breach, default, termination, cancellation or acceleration of any obligation, or require the consent of any third-party under any contract, agreement or binding commitment to which such Party is a party or by which such Party or any of its assets or properties may be bound or subject.

10. Non-Admission of Liability. The Parties agree that the execution of this Release does not constitute, and should not be construed as, an admission of liability, wrongdoing, fault, judgment or concession, or as evidence with respect thereto, by any Party on account of any Claims or matters arising between the Parties, liability for which is hereby expressly denied by each Party.

11. Counterparts. This Release may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimiles of signatures shall be deemed to be originals.

12. Headings. The headings of the Sections of this Release are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of this Release.

13. No Third-Party Beneficiaries. This Release shall not confer any rights or remedies upon any person other than the Parties and their respective successors, provided that the Released Hertz Parties and the Released McDonnell Parties are intended third-party beneficiaries of this Release.

14. Amendment; Successors and Assignment. This Release may be amended only by the execution and delivery of a written instrument by or on behalf of each Party. Neither this Release nor any of the rights, interests or obligations provided by this Release will be transferred or assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party. This Release will be binding upon and inure to the benefit of the Released Hertz Parties and the Released McDonnell Parties and their respective successors.

15. Entire Agreement. This Release, the Settlement Agreement and the Bankruptcy Approval Order represent the entire agreement between McDonnell and Hertz with respect to the subject matter hereof and supersede and render null and void any and all prior agreements or contracts, whether oral or written, that exist or existed between McDonnell and Hertz with respect to the release of Claims related to FSNA or its subsidiaries, including Simply Wheelz. In the event there is any conflict or inconsistency between this Release and the Settlement Agreement, the provisions of the Settlement Agreement shall control.

16. No Reliance. Each Party represents and warrants that no statements or representations made by the other Party, except as specifically recited in this Release and the Settlement Agreement, have influenced, induced or caused the Party to execute this Release, or were relied upon in entering into this Release.

17. Interpretation. This Release has been fairly negotiated between the Parties and, therefore, shall be construed as a whole according to its fair meaning and not be construed against any Party as the principal draftsperson of the language of this Release and not strictly for or against any Party. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor, amended or analogous

statute, which provides that in cases of uncertainty, the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

18. Construction.

(a) For purposes of this Release, whenever the context requires, the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include the masculine and feminine genders.

(b) As used in this Release, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(c) Except as otherwise indicated, all references in this Release to "Sections" are intended to refer to Sections of this Release.

(d) As used in this Release, the terms "hereof," "hereunder," "herein" and words of similar import shall refer to this Release as a whole and not to any particular provision of this Release.

(e) The language used in this Release shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.

19. Governing Law. THIS RELEASE AND ANY CLAIMS THAT ARISE OUT OF OR RELATE TO THIS RELEASE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED.

20. Consent to Jurisdiction. Each of the Parties to this Release consents to submit to the non-exclusive personal jurisdiction of any state or federal court sitting in the State of New York any action or proceeding arising out of or relating to this Release and agrees that all Claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties to this Release agrees not to assert in any action or proceeding arising out of or relating to this Release that venue in New York is improper, and waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto; provided, however, that notwithstanding the foregoing, the Bankruptcy Court shall retain jurisdiction of the subject matter and the parties until such time as the Bankruptcy Case is dismissed or closed.

21. Attorneys' Fees. The Parties agree that should any action arise out of the breach or enforcement of this Release, including arbitration, the prevailing party shall be

entitled to all costs and expenses including reasonable attorneys' fees incurred in connection therewith.

22. Jury Trial. EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS RELEASE, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS RELEASE OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

23. Additional Representations and Warranties. EACH PARTY REPRESENTS AND WARRANTS THAT IT: HAS HAD AN OPPORTUNITY TO INVESTIGATE THE FACTS AND MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE; HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS RELEASE AND ITS FINAL AND BINDING EFFECT INCLUDING THE RELEASE OF ANY UNKNOWN OR UNSUSPECTED CLAIMS; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS RELEASE WITH ADVISORS OR ATTORNEYS OF ITS CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS RELEASE; IS FULLY COMPETENT TO MANAGE ITS OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS RELEASE; HAS SIGNED THIS RELEASE KNOWINGLY, FREELY AND VOLUNTARILY WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS, AND WITHOUT FRAUD, DURESS OR UNDUE INFLUENCE; AND THAT THE ONLY PROMISES MADE TO INDUCE IT TO ENTER INTO THIS RELEASE ARE THOSE STATED HEREIN.

24. Effectiveness. Notwithstanding anything in this Release to the contrary, this Release is expressly conditioned on the entry of an order by the Bankruptcy Court approving the Settlement Agreement, this Release and the Other Releases (the "Bankruptcy Approval Order"), which order shall have become Effective (as defined in the Settlement Agreement). In the event the Bankruptcy Court does not grant the Bankruptcy Approval Order or such order does not become Effective, this Release will become void and of no effect ab initio. In addition, notwithstanding anything in this Release to the contrary, this Release is expressly conditioned on the execution and delivery of the Other Releases by the parties thereto.

* * * * *

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

THOMAS P. MCDONNELL, III

_____

THE HERTZ CORPORATION

By: _____
Name:
Title:

EXHIBIT A[1]

1. **Equity Interest Lock Up Agreement** (Counterparty: Thomas McDonnell), dated as of July 13, 2012, between The Hertz Corporation and Thomas McDonnell.

[1] This list of documents shall be deemed to include all versions of each document as amended, supplemented or modified from time to time prior to the date of execution of this Release and including all letter agreements.