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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **September 27, 2011** (~~September 21, 2011~~)

Avis Budget Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of Incorporation)

1-10308
(Commission File Number)

06-0918165
(IRS Employer Identification Number)

6 Sylvan Way
Parsippany, NJ
(Address of Principal Executive Offices)

07054
(Zip Code)

(973) 496-4700
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

On September 21, 2011, Avis Budget Group, Inc. (the “Company”) entered into an agreement for the sale by its wholly-owned subsidiary, AE Escrow Corporation (“AE Escrow”), of \$250 million aggregate principal amount of 9.75% senior notes due 2020 at an issue price of 100% (the “Notes”). Subject to customary closing conditions, the sale of the Notes is expected to close on or about October 3, 2011.

AE Escrow will deposit the gross proceeds of the offering into a segregated escrow account until the date that certain conditions, including the completion of the Company’s previously announced acquisition of Avis Europe plc (the “Avis Europe Acquisition”), the merger of AE Escrow with and into the Company’s wholly-owned subsidiary, Avis Budget Car Rental, LLC (“ABCR”), the assumption by ABCR and Avis Budget Finance, Inc. of all the obligations of AE Escrow under the Notes and the guarantee of the Notes by the Company and certain of its domestic subsidiaries, are satisfied. If such conditions are not satisfied on or prior to December 13, 2011 or on such earlier date that the escrow agent is notified that the agreement governing the Avis Europe Acquisition has terminated or that such conditions cannot be satisfied, the Notes will be subject to a special mandatory redemption in full. The special mandatory redemption price for the Notes is 100% of the gross proceeds of the Notes, plus accrued and unpaid interest on the Notes, from the issue date to the date of redemption.

The Notes will be issued in a private offering that is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), to qualified institutional buyers in accordance with Rule 144A and to persons outside of the United States pursuant to Regulation S under the Securities Act. The Notes will be senior unsecured obligations of AE Escrow until the assumption by ABCR and Avis Budget Finance, Inc., at which time they will become the senior unsecured obligation of ABCR and Avis Budget Finance, Inc. and will be guaranteed on a senior basis by the Company and certain of its domestic subsidiaries.

The purchase agreement contains customary representations, warranties and agreements by the Company. In addition, the Company has agreed to indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the initial purchasers may be required to make in respect of those liabilities. Furthermore, the Company has agreed with the initial purchasers not to offer or sell any debt securities issued or guaranteed by the Company for a period of 90 days after the date of the purchase agreement without the prior written consent of certain of the initial purchasers.

The offering of the Notes and the related guarantees will not be registered under the Securities Act and the Notes and the guarantees may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This Current Report on Form 8-K is neither an offer to sell nor a solicitation of an offer to buy the Notes or any other securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offering, solicitation or sale would be unlawful.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the complete terms of the purchase agreement, a copy of which is filed as [Exhibit 10.1](#) hereto, which is incorporated herein by reference. A copy of the press release announcing the pricing of the Notes is filed as [Exhibit 99.1](#) hereto and is incorporated herein by reference.

Term Loan

On September 22, 2011, Avis Budget Holdings, LLC and ABCR entered into an Incremental Tranche B Term Facility Agreement, dated as of September 22, 2011, with JPMorgan Chase Bank, N.A. (“JPMorgan”) as administrative agent and certain other agents, incremental lenders and other parties thereto (the “Incremental Agreement”) to amend its secured Amended and Restated Credit Agreement dated as of May 3, 2011, with JPMorgan as administrative agent and the other lenders and parties thereto (as amended through the date hereof, the “Credit Agreement”). Pursuant to the Incremental Agreement, the Credit Agreement was amended to make available to ABCR a \$420 million tranche B incremental term loan (the “Term Loan B”) which matures on September 22, 2018. The Term Loan B will bear interest at an interest rate of, at ABCR’s option, either a Eurocurrency rate, which shall not be less than 1.25%, plus a margin of 5.0% per annum or an alternate base rate, which shall not be less than 2.25%, plus a margin of 4.0% per annum. ABCR has agreed to pay to the tranche B term lenders an amount equal to 2.0% each such lender’s commitments under the tranche B term facility, which fee may be structured as an original issue discount. The Incremental Agreement includes, as Exhibit A, the amended Credit Agreement.

ABCR will deposit the gross proceeds of the Term Loan B into an escrow account until the date that certain conditions, including the completion of the Avis Europe Acquisition, have been satisfied. If such conditions have not been satisfied on or prior to December 13, 2011, then the Term Loan B proceeds held in escrow, minus any original issue discount or similar discounts paid in respect thereof, will be repaid, together with all accrued interest thereon.

The foregoing description of the Incremental Agreement does not purport to be complete and is qualified in its entirety by the full text of the Incremental Agreement, a copy of which is attached hereto as [Exhibit 10.2](#) and is incorporated by reference herein.

Senior Interim Loan Agreement

On September 22, 2011, the Company's Avis Budget Holdings, LLC and ABCR subsidiaries entered into a Senior Interim Loan Agreement, dated as of September 22, 2011, with the lenders party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley Senior Funding, Inc. and Citibank N.A., as Co-Syndication Agents, and Credit Agricole Corporate and Investment Bank, The Bank of Nova Scotia and The Royal Bank of Scotland plc as Co-Documentation Agents (the "Interim Loan Agreement"). The Interim Loan Agreement provides for a commitment by the lenders party thereto, in an aggregate amount not to exceed \$580 million, to make senior interim loans upon satisfaction of certain conditions, including completion of the Avis Europe Acquisition. The proceeds of the loans under the Interim Loan Agreement, if any, will be used to pay a portion of the consideration of the Avis Europe Acquisition and related transaction expenses or to refinance certain existing debt of Avis Europe. The Interim Loan Agreement replaces the Company's Senior Secured Interim Loan Agreement and the Senior Unsecured Loan Agreement entered into by the Company's subsidiary, AE Consolidation Limited, which were both executed in June 2011 as more fully described below, and which have been terminated.

Any loans that are funded and outstanding under the Interim Loan Agreement will bear interest at an interest rate of, at ABCR's option, either a Eurocurrency rate, which shall not be less than 1.5%, plus a margin of 7.50% per annum or an alternate base rate, which shall not be less than 2.5%, plus a margin of 6.50% per annum, subject to increase by 0.50% per annum at the end of each consecutive three-month period ending after the date of funding of the interim loans (the "Interim Loan Funding Date") through the one-year anniversary of the Interim Loan Funding Date (the "Interim Loan Maturity Date"), subject to a cap. If ABCR does not repay the lenders under the Interim Loan Agreement on or before the Interim Loan Maturity Date, loans under the Interim Loan Agreement will convert automatically into term loans on such date so long as no bankruptcy event of default exists, with a maturity date on the seventh anniversary of the Interim Loan Maturity Date. Such lenders may choose to exchange the term loans for senior notes bearing interest and maturing at an agreed upon rate and date. Such senior notes will be governed by an indenture similar to and consistent with the existing Indenture entered into by ABCR and Avis Budget Finance, Inc. dated October 15, 2010, in connection with the Company's 8.25% Senior Notes due 2019, with changes appropriate to reflect the transactions and operations, size and practices of Avis Europe (the "Senior Note Indenture").

The Company does not expect to borrow under the Interim Loan Agreement as the Company anticipates that the proceeds of the Notes and the Term Loan B, together with cash on hand and other financing sources, will substantially satisfy its financing needs for the Avis Europe Acquisition.

Any interim loans under the Interim Loan Agreement will be guaranteed by Avis Budget Holdings, LLC and certain subsidiaries of ABCR pursuant to a guarantee agreement.

The Interim Loan Agreement contains certain usual and customary representations and warranties, and affirmative and negative covenants, including, limitations on liens, additional indebtedness, investments, payment of dividends, mergers, sale of assets and restricted payments and other customary limitations. The Interim Loan Agreement contains usual and customary events of default, including non-payment of principal, interest, fees and other amounts, material breach of a representation or warranty, non-performance of covenants and obligations, default on other material debt, bankruptcy or insolvency, material judgments, actual or asserted impairment of any guarantee, and occurrence of a change in control. After the Interim Loan Maturity Date, the indentures to be executed in connection with the senior notes (if issued) will contain customary affirmative and negative covenants and events of default that are similar and consistent with those in the Senior Note Indenture.

The foregoing description of the Interim Loan Agreement does not purport to be complete and is qualified in its entirety by the full text of the Interim Loan Agreement, a copy of which is attached hereto as [Exhibit 10.3](#) and is incorporated by reference herein.

Australian Securitization Facility

On September 22, 2011, the Company's AB Funding Pty Ltd ("AB Funding"), WTH Pty Ltd ("WTH") and Budget Rent A Car Australia Pty Ltd ("BRAC") subsidiaries entered into an Umbrella Amending and Accession Deed No. 2, among AB Funding, WTH, BRAC, BNY Trust (Australia) Registry Limited (as Security Trustee), and certain subscribers thereunder (the "Amendment"), to amend and restate certain agreements governing AB Funding's existing securitization funding program (the "Securitization Program Agreements"). AB Funding is the Company's principal vehicle securitization borrower in Australia. The Amendment allows AB Funding to issue an additional A\$125 million of asset-backed Variable Funding Certificates (the "VFCs"). Under the terms of the Securitization Program Agreements, AB Funding can issue up to an aggregate amount of A\$375 million of VFCs, with a final maturity date of August 24, 2014. The VFCs generally bear interest at 225 basis points above the average bank bill swap bid rate, subject to certain exceptions. The VFCs are secured primarily by vehicles owned by AB Funding.

The Securitization Program Agreements contain representations, warranties and covenants including restrictive covenants on transfers of assets, mergers and the incurrence of debt by AB Funding, WTH and BRAC, subject to certain exceptions. Certain non-monetary performance obligations of AB Funding and WTH under the Securitization Program Agreements to which each of AB Funding and WTH is a party are guaranteed pursuant to a guarantee provided by ABCR. In addition, each of AB Funding, WTH and BRAC have pledged all or substantially all of their assets in favor of the Security Trustee for the benefit of the holders of the VFCs and certain other creditors under the securitization. The Securitization Program Agreements also contain certain customary trigger or amortization events, including the occurrence of an event of default under the non-financial guarantee provided by ABCR.

The foregoing description of the Amendment and the Securitization Program Agreements does not purport to be complete and is qualified in its entirety by the full text of the Amendment and exhibits thereto, a copy of which is attached hereto as Exhibit 10.4 and is incorporated by reference herein.

Forward-Looking Statements

This Current Report on Form 8-K includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on the Company's current plans, estimates and expectations, and include statements about the Avis Europe Acquisition, the financing for the acquisition, and the terms thereof. There is no assurance that the transaction between the Company and Avis Europe will be consummated, and there are a number of risks and uncertainties that could cause actual results to differ materially from the forward-looking statements made herein. These risks and uncertainties include the timing to consummate the transaction between the Company and Avis Europe and the ability and timing to obtain required regulatory approvals, the Company's ability to realize the synergies contemplated by the transaction, the Company's ability to promptly and effectively integrate the businesses of Avis Europe and the ability to complete and the timing and terms of any financing required to consummate the transaction. In addition, investors should take into consideration those risks and uncertainties discussed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2010 and Quarterly Report for the quarterly period ended June 30, 2011, including under headings such as "Forward-Looking Statements," "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," and other factors discussed in the Company's filings and furnishings with the SEC. Except for its ongoing obligations to disclose material information under the federal securities laws, the Company undertakes no obligation to update its forward-looking statements to reflect events or circumstances after the date of this Form 8-K.

Item 1.02

Termination of Material Definitive Agreement.

On September 22, 2011, (a) the Company terminated its Senior Secured Interim Loan Agreement, dated as of June 13, 2011, with the lenders party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, and Morgan Stanley Senior Funding, Inc. and Citigroup Global Markets, Inc., as Joint Lead Arrangers and Joint Book-Runners and (b) the Company's subsidiary, AE Consolidation Limited, terminated its Senior Unsecured Interim Loan Agreement, dated as of June 13, 2011, with the lenders party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, and Morgan Stanley Senior Funding, Inc. and Citigroup Global Markets, Inc., as Joint Lead Arrangers and Joint Book-Runners. The Senior Secured Interim Loan Agreement and the Senior Unsecured Interim Loan Agreement had provided for commitments by the lenders party thereto to make loans in an aggregate amount not to exceed \$400 million and €694 million, respectively, upon satisfaction of certain conditions, including closing of the Avis Europe Acquisition.

Item 2.03 **Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information described above under “Item 1.01 Entry into a Material Definitive Agreement” is incorporated herein by reference.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibits are filed as part of this report:

Exhibit No.	Description
10.1	Purchase Agreement, by and among AE Escrow Corporation, Avis Budget Group, Inc. and Morgan Stanley & Co. LLC for itself and on behalf of the several initial purchasers, dated September 21, 2011.
10.2	Incremental Tranche B Term Facility Agreement, dated as of September 22, 2011, among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, JPMorgan Chase Bank, N.A., as administrative agent, the lenders from time to time parties thereto, Morgan Stanley Senior Funding, Inc. as closing agent and co-syndication agent, Citibank, N.A. as co-syndication agent, Credit Agricole Corporate & Investment Bank New York Branch, The Bank of Nova Scotia and The Royal Bank of Scotland plc, as co-documentation agents, and Morgan Stanley Senior Funding, Inc., Citigroup Global Markets Inc., Credit Agricole Securities (USA) Inc., The Bank of Nova Scotia and RBS Securities Inc. as joint lead arrangers and bookrunners.
10.3	Senior Interim Loan Agreement, dated as of September 22, 2011, among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, as borrower, the lenders party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley Senior Funding, Inc. and Citibank N.A., as Co-Syndication Agents, and Credit Agricole Corporate and Investment Bank, The Bank of Nova Scotia and The Royal Bank of Scotland plc as Co-Documentation Agents.
10.4	Umbrella Amending and Rescission Deed, dated September 22, 2011, among AB Funding Pty Ltd., WTH Pty Ltd., Budget Rent A Car Australia Pty Ltd., BNY Trust (Australia) Registry Limited, as Security Trustee, Westpac Banking Corporation, Commonwealth Bank of Australia and Bank of America, N.A. (Australia Branch).
99.1	Press Release dated September 21, 2011.

SIGNATURES

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

AVIS BUDGET GROUP, INC.

By: /s/ Michael K. Tucker
Name: Michael K. Tucker
Title: Executive Vice President and General
Counsel

Date: September 27, 2011

AVIS BUDGET GROUP, INC.
CURRENT REPORT ON FORM 8-K
Report Dated September 27, 2011 (September 21, 2011)

EXHIBIT INDEX

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AE ESCROW CORPORATION
(a Delaware corporation)
AVIS BUDGET GROUP, INC.
(a Delaware corporation)

\$250,000,000 9.75% Senior Notes due 2020

Purchase Agreement

As of September 21, 2011

Morgan Stanley & Co. LLC

As Representative of the
several Initial Purchasers listed
in Schedule 1 hereto

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

AE Escrow Corporation, a Delaware corporation (the "Escrow Issuer") and a direct, wholly owned subsidiary of Avis Budget Car Rental, LLC, a Delaware limited liability company ("ABCR"), proposes to issue and sell to the several initial purchasers listed in Schedule 1 hereto (the "Initial Purchasers"), for whom you are acting as representative (the "Representative"), \$250,000,000 principal amount of its 9.75% Senior Notes due 2020 (the "Securities"). The Securities will be issued pursuant to an Indenture to be dated as of October 3, 2011 (the "Indenture") between the Escrow Issuer and The Bank of Nova Scotia Trust Company of New York, as trustee (the "Trustee").

The Securities are being issued and sold in connection with the acquisition (the "Acquisition") by ABCR of Avis Europe plc, a company organized and existing under the laws of England and Wales ("Avis Europe"), pursuant to the Implementation Agreement between Avis Europe and AE Consolidation Limited, a company organized and existing under the laws of England and Wales and a wholly-owned subsidiary of ABCR, dated as of June 14, 2011 (the "Implementation Agreement"). The net proceeds of the offering of the Securities will be used to fund a portion of the purchase price for the Acquisition and related transactions. Consideration for the Acquisition is expected to be posted to the shareholders of Avis Europe on the Completion Date (as defined below).

Prior to the Completion Date, the gross proceeds of the offering of the Securities will be held in escrow pending the satisfaction of the conditions to release the funds from the Escrow Account (as defined below) as set forth in the Escrow Agreement (as defined below) (the date of the satisfaction of such conditions, the "Completion Date"). On or prior to the Closing Date (as defined in Section 2 below), Avis Budget Group, Inc. (the "Indirect Parent") and the Escrow Issuer will execute an escrow agreement, in the form and substance to be agreed among the Indirect Parent, the Escrow Issuer, you, the Trustee and The Bank of Nova Scotia Trust Company of New York, as escrow agent (the "Escrow Agent"), which shall conform in all material respects with the description thereof included in the Time of Sale Information and the Offering Memorandum (the "Escrow Agreement"), and the Indirect Parent and/or the Escrow Issuer will deposit or cause to be deposited with the Escrow Agent, in the account specified in the Escrow Agreement (the "Escrow Account") the gross proceeds of the offering of the Securities (including an amount equal to the Initial Purchasers' Discount (as defined below)), together with an additional \$4,875,000, such that the funds so deposited in the Escrow Account (the "Escrowed Funds") are in an amount sufficient to redeem the Securities in cash at a redemption price of 100% of the gross proceeds of the Securities, plus accrued and unpaid interest on the Securities from the Closing Date through (but not including) December 15, 2011. The Securities will be redeemed pursuant to a special mandatory redemption at a redemption price equal to 100% of the issue price of the Securities, plus accrued and unpaid interest on the Securities from the Closing Date through the date of redemption in the event that (a) the Escrow Agent has not received, at or prior to 11:00 a.m. (New York City time) on December 13, 2011, an Officer's Certificate from the Escrow Issuer and Indirect Parent confirming that the conditions to the release of the Escrowed Funds have been satisfied or if (b) prior to such date, the Escrow Agent has received an Officer's Certificate from each of the Escrow Issuer and Indirect Parent that the Implementation Agreement has been terminated or that the conditions to the release of the Escrowed Funds will not be satisfied. The Escrow Agreement shall provide that the Escrowed Funds shall only be released pursuant to the terms of the Escrow Agreement.

On the Completion Date, each of ABCR and Avis Budget Finance, Inc., a Delaware corporation and a wholly-owned subsidiary of ABCR ("Avis Finance" and collectively with ABCR, the "Company"), Avis Budget Holdings, LLC, a Delaware limited liability company (the "Direct Parent") and each of the entities listed in Schedule 2 hereto (collectively with the Indirect Parent and Direct Parent, the "Guarantors") shall execute and deliver a joinder agreement (the "Joinder Agreement") substantially in the form attached hereto as Exhibit D, whereby the Company and each such Guarantor will agree to observe and fully perform all of the rights, obligations and liabilities contemplated herein as if it were an original signatory hereto. The representations, warranties, authorizations, acknowledgements, covenants and agreements under this Agreement of each Note Party that enters into the Joinder Agreement shall not become effective until the execution by each of them of the Joinder Agreement, at which time such representations, warranties, authorizations, acknowledgements, covenants and agreements shall become effective as if made on the date hereof pursuant to the terms of the Joinder Agreement, and the Securities and the obligations under the Indenture shall be assumed by the Company and the Securities shall be fully and unconditionally guaranteed on an unsecured senior basis by each of the Guarantors (the "Guarantees"); it being understood that the representations, warranties, authorizations, acknowledgements, covenants and agreements of Indirect Parent (including, without limitation, when using the terms "Guarantor" or "Guarantors") shall be effective on the date hereof.

References to the "Issuer" refer (x) before the execution and delivery of the Joinder Agreement by the Company, solely to Escrow Issuer and (y) following the execution and delivery of the Joinder Agreement by the Company, to the Company. References to the "Note Parties" shall at all times refer collectively to the Escrow Issuer, the Company and the Guarantors.

The Securities will be sold to the Initial Purchasers without being registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon an exemption therefrom. The Escrow Issuer and the Indirect Parent have prepared a preliminary offering memorandum dated September 14, 2011 (the "Preliminary Offering Memorandum") and will prepare an offering memorandum dated the date hereof (the "Offering Memorandum") setting forth information concerning the Company, the Escrow Issuer, the Guarantors and the Securities. Copies of the Preliminary Offering Memorandum have been, and copies of the Offering Memorandum will be, delivered by the Escrow Issuer to the Initial Purchasers pursuant to the terms of this Agreement. The Indirect Parent and the Issuer hereby confirm that they have authorized the use of the Preliminary Offering Memorandum, the other Time of Sale Information (as defined below) and the Offering Memorandum in connection with the offering and resale of the Securities by the Initial Purchasers in the manner contemplated by this Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Preliminary Offering Memorandum. References herein to the "Preliminary Offering Memorandum," the "Time of Sale Information" and the "Offering Memorandum" (each as defined below) shall be deemed to refer to and include any document incorporated by reference therein.

At or prior to the time when sales of the Securities were first made (the "Time of Sale"), the following information shall have been prepared (collectively, the "Time of Sale Information"): the Preliminary Offering Memorandum as supplemented and amended by the written communications listed on Annex A hereto.

Holders of the Securities (including the Initial Purchasers and their direct and indirect transferees) will be entitled to the benefits of a Registration Rights Agreement, to be dated the Closing Date (as defined below) and substantially in the form to be agreed to by the Representative, Issuer and Indirect Parent, which shall conform in all material respects with the description thereof included in the Time of Sale Information and the Offering Memorandum (the "Registration Rights Agreement"), pursuant to which the Issuer and the Guarantors will agree to file one or more registration statements with the Securities and Exchange Commission (the "Commission") providing for the registration under the Securities Act of the Securities or the Exchange Securities referred to (and as defined) in the Registration Rights Agreement.

On the Completion Date, (x) the Company and each Guarantor shall enter into a supplemental indenture to the Indenture, a form of which is attached to the Indenture (the "Supplemental Indenture"), pursuant to which it will become a party to the Indenture and the Company will assume all obligations of the Escrow Issuer under the Securities and (y) the Company and each Guarantor other than Indirect Parent shall enter into a joinder to the Registration Rights Agreement, a form of which is attached to the Registration Rights Agreement (the "Registration Rights Agreement Joinder").

The Issuer and the Guarantors hereby confirm their agreement with the several Initial Purchasers concerning the purchase and resale of the Securities, as follows:

1. Purchase and Resale of the Securities. (a) The Issuer agrees to issue and sell the Securities to the several Initial Purchasers as provided in this Agreement, and each Initial Purchaser, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Issuer the respective principal amount of Securities set forth opposite such Initial Purchaser's name in Schedule 1 hereto at a price equal to 100% of the aggregate principal amount of the Securities minus 2.25% (the "Initial Purchasers' Discount") of the aggregate principal amount of the Securities; *provided* that the Initial Purchasers' Discount shall not be deducted from the payment for the Securities on the Closing Date and the amount thereof shall instead be deposited in the Escrow Account and be paid as provided in Section 2(c). The Issuer will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(b) The Issuer understands that the Initial Purchasers intend to offer the Securities for resale on the terms set forth in the Time of Sale Information. Each Initial Purchaser, severally and not jointly, represents, warrants and agrees that:

(i) it is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act (a "QIB") and an accredited investor within the meaning of Rule 501(a) under the Securities Act;

(ii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the Securities Act ("Regulation D") or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and

(iii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities as part of its initial offering except:

(A) within the United States to persons whom it reasonably believes to be QIBs in transactions pursuant to Rule 144A under the Securities Act ("Rule 144A") and in connection with each such sale, it has taken or will take reasonable steps to ensure that the purchaser of the Securities is aware that such sale is being made in reliance on Rule 144A; or

(B) in accordance with the restrictions set forth in Annex C hereto.

(c) Each Initial Purchaser acknowledges and agrees that the Issuer and, for purposes of the opinions to be delivered to the Initial Purchasers pursuant to Sections 6(f)(i) and 6(g), counsel for the Issuer and counsel for the Initial Purchasers, respectively, may rely upon the accuracy of the representations and warranties of the Initial Purchasers, and compliance by the Initial Purchasers with their agreements, contained in paragraph (b) above (including Annex C hereto), and each Initial Purchaser hereby consents to such reliance.

(d) The Issuer and Indirect Parent acknowledge and agree that the Initial Purchasers may offer and sell Securities to or through any affiliate of an Initial Purchaser and that any such affiliate may offer and sell Securities purchased by it to or through any Initial Purchaser.

(e) The Issuer and the Guarantors acknowledge and agree that the Initial Purchasers are acting solely in the capacity of an arm's length contractual counterparty to the Issuer and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as financial advisors or fiduciaries to, or agents of, the Issuer, the Guarantors or any other person. Additionally, neither the Representative nor any other Initial Purchaser is advising the Issuer, the Guarantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Issuer and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representative nor any other Initial Purchaser shall have any responsibility or liability to the Issuer or the Guarantors with respect thereto. Any review by the Representative or any Initial Purchaser of the Issuer, the Guarantors, and the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representative or such Initial Purchaser, as the case may be, and shall not be on behalf of the Issuer, the Guarantors or any other person.

2. Payment and Delivery. (a) Payment for and delivery of the Securities will be made at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 at 10:00 A.M., New York City time, on October 3, 2011, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representative and the Issuer may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(b) Payment for the Securities shall be made by wire transfer in immediately available funds to the Escrow Account against delivery to the nominee of The Depository Trust Company, for the respective accounts of the several Initial Purchasers, of one or more global notes representing the Securities (collectively, the "Global Note"), with any transfer taxes payable in connection with the sale of the Securities duly paid by the Issuer. The Global Note will be made available for inspection by the Representative not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date.

(c) The Escrow Agreement shall provide that, on the Completion Date, an amount equal to the Initial Purchasers' Discount shall be paid by wire transfer of immediately available funds to the Initial Purchasers from the Escrow Account.

(d) If the Securities are subject to the Special Mandatory Redemption, on the date of the Special Mandatory Redemption the Escrowed Funds shall be applied to pay for the Special Mandatory Redemption and shall not be applied to pay the Initial Purchasers the Initial Purchasers' Discount.

3. Representations and Warranties of the Issuer and the Guarantors. The Issuer and the Guarantors jointly and severally represent and warrant to each Initial Purchaser that:

(a) *Preliminary Offering Memorandum, Time of Sale Information and Offering Memorandum.* The Preliminary Offering Memorandum, as of its date, did not, the Time of Sale Information, at the Time of Sale, did not, and at the Closing Date, will not, and the Offering Memorandum, in the form first used by the Initial Purchasers to confirm sales of the Securities and as of the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Issuer and the Guarantors make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Initial Purchaser furnished to the Issuer in writing by such Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, the Time of Sale Information or the Offering Memorandum, it being understood and agreed that the only such information furnished by any Initial Purchaser consists of the information described as such in Section 7(b) hereof.

(b) *Additional Written Communications.* Other than the Preliminary Offering Memorandum and the Offering Memorandum, the Note Parties (including their respective agents and representatives, other than the Initial Purchasers in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Note Parties or their respective agents and representatives (other than a communication referred to in clauses (i), (ii), (iii) and (iv) below), an "Issuer Written Communication") other than (i) the Preliminary Offering Memorandum, (ii) the Offering Memorandum, (iii) the documents listed on Annex A hereto, including a pricing supplement substantially in the form of Annex B hereto, which constitute part of the Time of Sale Information, (iv) each electronic road show and (v) any other written communication approved in writing in advance by the Representative. Each such Issuer Written Communication, when taken together with all other Issuer Written Communications used on or prior to the date of first use of such Issuer Written Communication and the Time of Sale Information, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Issuer and the Guarantors make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Initial Purchaser furnished to the Issuer in writing by such Initial Purchaser through the Representative expressly for use in any Issuer Written Communication.

(c) *Incorporated Documents.* The documents incorporated by reference in the Offering Memorandum or the Time of Sale Information, to the extent filed with the Commission conformed or will conform, as the case may be, in all material respects to the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act") and such documents did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) *Financial Statements.* The financial statements and the related notes thereto of the Indirect Parent, the Company and their respective subsidiaries included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum present fairly in all material respects the consolidated financial position of the Indirect Parent, the Company and their respective subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP"), applied on a consistent basis throughout the periods covered thereby; and the other financial information relating to Indirect Parent, the Company and their respective subsidiaries included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum has been derived from the accounting records of the Indirect Parent, the Company and their respective subsidiaries and presents fairly in all material respects the information shown thereby; and the assumptions underlying the pro forma financial statements and the related notes thereto included in each of the Time of Sale Information and the Offering Memorandum are reasonable, have been properly applied to the historical amounts in the compilation of those statements and are set forth in each of the Time of Sale Information and the Offering Memorandum .

(e) *Financial Statements of Avis Europe.* To the knowledge of the Issuer and the Guarantors, the financial statements and the related notes thereto of Avis Europe and its subsidiaries included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum present fairly in all material respects the consolidated financial position of Avis Europe and its respective subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with International Financial Reporting Standards ("IFRS"), applied on a consistent basis throughout the periods covered thereby; and the other financial information relating to Avis Europe and its subsidiaries included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum has been derived from the accounting records of Avis Europe and its subsidiaries and presents fairly in all material respects the information shown thereby.

(f) *No Material Adverse Change.* Since June 30, 2011, (i) there has not been any material change in the capital stock or long-term debt of the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Indirect Parent, the Company or Avis Europe on any class of capital stock, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, properties, management, financial position, results of operations or business prospects of the Indirect Parent, the Company, Avis Europe and their subsidiaries taken as a whole; (ii) none of the Indirect Parent, the Company, Avis Europe or any of their subsidiaries has entered into any transaction or agreement that is material to the Indirect Parent, the Company, Avis Europe and their respective subsidiaries taken as a whole, or incurred any liability or obligation, direct or contingent, that is material to the Indirect Parent, the Company, Avis Europe and their respective subsidiaries taken as a whole; and (iii) none of the Indirect Parent, the Company, Avis Europe or any of their subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory

authority, except in each case as otherwise disclosed in each of the Time of Sale Information and the Offering Memorandum.

(g) *Organization and Good Standing.* The Issuer, the Guarantors, Avis Europe and each of their respective subsidiaries have been duly organized and are validly existing and in good standing under the laws of their respective jurisdictions of organization (to the extent such terms have meaning in such jurisdictions), are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified, be in good standing or have such power or authority could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, properties, management, financial position, results of operations or business prospects of the Indirect Parent, the Issuer, Avis Europe and their subsidiaries taken as a whole or on the performance by the Issuer and the Guarantors of their respective obligations under the Transaction Documents (as defined below) (a "Material Adverse Effect"). The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Schedule 3-A to this Agreement. Avis Europe does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed on Schedule 3-B to this Agreement.

(h) *Capitalization.* Indirect Parent had an authorized capitalization as of June 30, 2011, as set forth in each of the Time of Sale Information and the Offering Memorandum under the heading "Capitalization" in the "Actual" column; and all the outstanding shares of capital stock or other equity interests of each subsidiary of Indirect Parent and of Avis Europe have been duly authorized and validly issued, and, with respect to subsidiaries of Indirect Parent only, are fully paid and non-assessable (except as otherwise described in each of the Time of Sale Information and the Offering Memorandum) and are owned directly or indirectly by Indirect Parent or Avis Europe, as applicable, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer (other than transfer restrictions under applicable securities laws) or any other claim of any third party, except as described in the Time of Sale Information and the Offering Memorandum, and, with respect to Avis Europe, except as are not, in each case, material to the consummation of the Acquisition, the holders of the Securities or Avis Europe's business.

(i) *Due Authorization.* The Escrow Issuer and Indirect Parent have full right, power and authority to execute and deliver this Agreement, the Securities and the Indenture (in the case of the Escrow Issuer), the Exchange Securities (in the case of the Escrow Issuer), the Registration Rights Agreement and the Escrow Agreement, as applicable (collectively, the "Initial Documents") to which they are a party and to perform their respective obligations hereunder and thereunder; Indirect Parent has full right, power and authority to execute and deliver the Supplemental Indenture (including the Guarantee and Exchange Securities Guarantee set forth therein) and to perform its obligations thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby or by the Time of Sale Information and the Offering Memorandum has been duly and validly taken. The Company and the Guarantors other than Indirect Parent have full right, power and authority to execute and

deliver the Joinder Agreement, the Securities (in the case of the Company), the Supplemental Indenture (including, with respect to the Guarantors, each Guarantee and Exchange Securities Guarantee set forth therein), the Exchange Securities (in the case of the Company) and the Registration Rights Agreement Joinder, as applicable (collectively, the "Joinder Documents" and, together with the Initial Documents and the Implementation Agreement, the "Transaction Documents") to which they are a party and to perform their respective obligations thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Joinder Documents and the consummation of the transactions contemplated thereby or by the Time of Sale Information and the Offering Memorandum has been duly and validly taken.

(j) *AE Consolidation Limited.* AE Consolidation Limited is a wholly-owned subsidiary of ABCR, is a company duly incorporated and in good standing under the laws of England and Wales and has the corporate power to enter into and perform its obligations under the Transaction Documents to which it is a party and to consummate the transactions contemplated thereby.

(k) *Avis Europe.* Avis Europe is a company duly incorporated and existing under the laws of England and Wales. Upon consummation of the Acquisition in accordance with the Implementation Agreement, AE Consolidation will own 100% of the issued and outstanding capital stock of Avis Europe.

(l) *The Indenture.* The Indenture has been duly authorized by the Escrow Issuer and the Supplemental Indenture has been duly authorized by the Company and each of the Guarantors and, when duly executed and delivered in accordance with its terms by each of the parties thereto, the Indenture (and from the Completion Date, the Indenture as supplemented by the Supplemental Indenture) will constitute a valid and legally binding agreement of the Escrow Issuer (and, from the Completion Date, of the Company and each of the Guarantors) enforceable against the Escrow Issuer (and, from the Completion Date, against the Company and each of the Guarantors) in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles (whether considered in a proceeding in equity or law) relating to enforceability (collectively, the "Enforceability Exceptions"); and on the Closing Date, the Indenture (and, on the Completion Date, the Indenture as supplemented by the Supplemental Indenture) will conform in all material respects to the requirements of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission applicable to an indenture that is qualified thereunder, except as described in the Time of Sale Information and the Offering Memorandum.

(m) *The Securities and the Guarantees.* The Securities have been duly authorized by the Escrow Issuer and the Company and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Escrow Issuer (and, from the Completion Date, of the Company) enforceable against the Escrow Issuer (and, from the Completion Date, against the Company) in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture; and the

Guarantees have been duly authorized by each of the Guarantors and, when the Securities have been duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein and when the Supplemental Indenture has been duly executed and delivered, will be valid and legally binding obligations of, and enforceable against, each of the Guarantors in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(n) *The Exchange Securities.* On the Closing Date, the Exchange Securities (including the related guarantees (the "Exchange Securities Guarantees")) will have been duly authorized for issuance by the Escrow Issuer, the Company, each of the Guarantors and, when duly executed, authenticated, issued and delivered as contemplated by the Indenture and the Registration Rights Agreement, the Exchange Securities will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Issuer, as issuer, and each of the Guarantors, as guarantor, enforceable against the Issuer in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(o) *Purchase Agreement and Joinder Agreement.* This Agreement has been duly authorized, executed and delivered by the Escrow Issuer and the Indirect Parent. The Joinder Agreement has been duly authorized by the Company and each of the Guarantors other than Indirect Parent and, on the Completion Date, will be duly executed and delivered by the Company and the Guarantors other than Indirect Parent. When the Purchase Agreement has been duly executed and delivered in accordance with its terms by each of the other parties thereto, this Agreement (and when the Joinder Agreement has been duly executed and delivered by the parties thereto on the Completion Date, this Agreement as supplemented by the Joinder Agreement) will constitute a valid and legally binding agreement of the Escrow Issuer and the Indirect Parent (and, on the Completion Date, of the Company and each of the Guarantors) enforceable against the Escrow Issuer and the Indirect Parent (and, on the Completion Date, against the Company and each of the Guarantors) in accordance with its terms, subject to the Enforceability Exceptions, and except that rights to indemnity and contribution thereunder may be limited by applicable law and public policy.

(p) *Registration Rights Agreement.* The Registration Rights Agreement has been duly authorized by the Escrow Issuer, the Company, each of the Guarantors and, on the Closing Date, will be duly executed and delivered by the Escrow Issuer and Indirect Parent (and, on the Completion Date, the Registration Rights Agreement Joinder will be duly executed and delivered by the Company and each of the Guarantors other than Indirect Parent) and, when duly executed and delivered in accordance with its terms by each of the other parties thereto, the Registration Rights Agreement (and, on the Completion Date, the Registration Rights Agreement as supplemented by the Registration Rights Agreement Joinder) will constitute a valid and legally binding agreement of the Escrow Issuer and Indirect Parent (and, on the Completion Date, of the Company and each of the Guarantors) enforceable against the Escrow Issuer and Indirect Parent (and, on the Completion Date, against the Company and each of the Guarantors) in accordance with its terms, subject to the Enforceability Exceptions, and except that rights to indemnity and contribution thereunder may be limited by applicable law and public policy.

(q) *Escrow Agreement; Ownership of Escrowed Funds.* The Escrow Agreement has been duly authorized by the Escrow Issuer and the Indirect Parent and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Escrow Issuer and the Indirect Parent enforceable against the Escrow Issuer and the Indirect Parent in accordance with its terms, subject to the Enforceability Exceptions. On the Closing Date, the Escrow Agreement will be effective to grant a valid and enforceable first priority security interest, in favor of the Escrow Agent for the benefit of the Trustee and the holders of the Securities, in the Escrow Issuer's right, title and interest in the Escrowed Funds.

(r) *Implementation Agreement.* The Implementation Agreement has been duly authorized, executed and delivered by each of Avis Europe and AE Consolidation Limited and constitutes a valid and legally binding agreement of each of Avis Europe and AE Consolidation Limited, enforceable against each of Avis Europe and AE Consolidation Limited in accordance with its terms, subject to the Enforceability Exceptions.

(s) *Descriptions of the Transaction Documents.* Each Transaction Document conforms or will conform as of the Closing Date in all material respects to the description thereof contained in each of the Time of Sale Information and the Offering Memorandum.

(t) *No Violation or Default.* None of the Note Parties, Avis Europe nor any of their respective subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries is a party or by which the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries is bound or to which any of the property or assets of the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries is subject; or (iii) in violation of any applicable law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(u) *No Conflicts.* The execution, delivery and performance by the Note Parties of each of the Transaction Documents, as applicable, to which each is a party, the issuance and sale of the Securities (including the Guarantees) and the compliance by the Note Parties with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents or the Time of Sale Information and the Offering Memorandum will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Indirect Parent, the Company, Avis Europe or any of their subsidiaries (other than any lien, charge or encumbrance created, imposed or intended to be created or imposed by the Transaction Documents) pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries is a party or by which the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries is bound or to which any of the

property or assets of the Indirect Parent, the Company, Avis Europe or any of their subsidiaries is subject; (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries or any of the Guarantors; or (iii) assuming the accuracy of, and the Initial Purchasers' compliance with, the representations, warranties and agreements of the Initial Purchasers herein, and the compliance by the holders of the Securities with the offering and transfer restrictions set forth in the Offering Memorandum, result in the violation of any applicable law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, lien, charge, encumbrance or default that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(v) *No Consents Required.* Assuming the accuracy of, and the Initial Purchasers' compliance with, the representations, warranties and agreements of the Initial Purchasers herein, and the compliance by the holders of the Securities with the offering and transfer restrictions set forth in the Offering Memorandum, no consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Note Parties of each of the Transaction Documents, as applicable, to which each is a party, the issuance and sale of the Securities (including the Guarantees) and compliance by the Note Parties with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for such consents, approvals, authorizations, orders and registrations or qualifications as have been obtained or as may be required (i) to consummate the Acquisition, as contemplated by the Implementation Agreement and as listed in Schedule 4 hereto, (ii) under applicable state securities laws in connection with the purchase and resale of the Securities by the Initial Purchasers, (iii) with respect to the Exchange Securities (including the Exchange Securities Guarantees) under the Securities Act, the Trust Indenture Act and applicable state securities laws as contemplated by the Registration Rights Agreement or (iv) that if not obtained or made could not reasonably be expected to have a Material Adverse Effect.

(w) *Legal Proceedings.* Except as described in each of the Time of Sale Information and the Offering Memorandum, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Indirect Parent, the Issuer, Avis Europe or any of their respective subsidiaries is or may be a party or to which any property of the Indirect Parent, the Issuer, Avis Europe or any of their subsidiaries is or may be the subject that, individually or in the aggregate, if determined adversely to the Indirect Parent, the Issuer, Avis Europe or any of their respective subsidiaries, could reasonably be expected to have a Material Adverse Effect; and no such investigations, actions, suits or proceedings are, to the best knowledge of the Issuer and each of the Guarantors, threatened or, to the best knowledge of the Issuer and each of the Guarantors (without having undertaken any independent inquiry outside of the Issuer and each of the Guarantors), contemplated by any governmental or regulatory authority or by others.

(x) *Independent Accountants.* Deloitte & Touche LLP, who have certified certain financial statements of the Indirect Parent, the Company and their subsidiaries, is an independent registered public accounting firm with respect to the Indirect Parent, the Company and their subsidiaries within the applicable rules and regulations adopted by the Commission and the

(y) *Title to Real and Personal Property.* The Indirect Parent, the Company, Avis Europe and their respective subsidiaries have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the respective businesses of the Indirect Parent, the Company, Avis Europe and their respective subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) are permitted under the Company's senior credit agreement with JPMorgan Chase Bank, N.A. and the other parties thereto, dated as of April 19, 2006, as amended; (ii) do not materially interfere with the use made and proposed to be made of such property by the Indirect Parent, the Company, Avis Europe and their respective subsidiaries; or (iii) could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(z) *Title to Intellectual Property.* The Indirect Parent, the Company, Avis Europe and their respective subsidiaries own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) reasonably necessary for the conduct of their respective businesses except where the failure to own or possess such rights could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and the conduct of their respective businesses does not, and will not, conflict in any respect with any such rights of others except which conflict could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and the Indirect Parent, the Company, Avis Europe and their respective subsidiaries have not received any notice of any claim of infringement of or conflict with any such rights of others which infringement or conflict, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to have a Material Adverse Effect.

(aa) *No Undisclosed Relationships.* No relationship, direct or indirect, exists between or among the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries, on the one hand, and the directors, officers, stockholders or other affiliates of the Indirect Parent, the Company, Avis Europe or any of their subsidiaries (to the knowledge of Issuer and Indirect Parent with respect to Avis Europe and its subsidiaries), on the other, that would be required by the Securities Act to be described in a registration statement to be filed with the Commission and that is not so described in each of the Time of Sale Information and the Offering Memorandum.

(bb) *Investment Company Act.* None of the Note Parties, Avis Europe nor any of their subsidiaries is, and solely after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in each of the Time of Sale Information and the Offering Memorandum none of them will be, an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Investment Company Act").

(cc) *Taxes.* Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Indirect Parent, the Company, Avis Europe and their respective subsidiaries have paid all federal, state, local and foreign taxes, other than those being contested in good faith and by appropriate proceedings so long as there are adequate reserves for such taxes, and have filed all tax returns required to be paid or filed through the date hereof; and (ii) except as otherwise disclosed in each of the Time of Sale Information and the Offering Memorandum, there is no tax deficiency that has been, or could reasonably be expected to be, asserted against the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries or any of their respective properties or assets.

(dd) *Licenses and Permits.* The Indirect Parent, the Company, Avis Europe and their respective subsidiaries possess such licenses, certificates, permits and other authorizations issued by, and have made such declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Time of Sale Information and the Offering Memorandum, except where the failure to possess or make the same could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in each of the Time of Sale Information and the Offering Memorandum, none of the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, which, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to have a Material Adverse Effect.

(ee) *No Labor Disputes.* No labor disturbance by or dispute with employees of the Indirect Parent, the Company, Avis Europe or any of their subsidiaries exists or, to the best knowledge (without having undertaken any independent inquiry outside of the Company and Indirect Parent) of the Issuer and each of the Guarantors, is contemplated or threatened and neither the Issuer nor any Guarantor is aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of the Indirect Parent's, the Company's, Avis Europe's or any of their respective subsidiaries' principal suppliers, contractors or customers, except as would not reasonably be expected to have a Material Adverse Effect.

(ff) *Compliance With Environmental Laws.* (i) The Indirect Parent, the Company, Avis Europe and their respective subsidiaries (x) are, and at all prior times were, in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, requirements, decisions and orders relating to the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"), (y) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses, and (z) have not received notice of any actual or potential liability under or relating to any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Indirect Parent, the Company, Avis Europe or

their respective subsidiaries, except in the case of each of (i) and (ii) above, for any such failure to comply, or failure to receive required permits, licenses or approvals, or cost or liability, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iii) except as described in each of the Time of Sale Information and the Offering Memorandum, (x) there are no proceedings that are pending (with respect to Avis Europe, to the knowledge of the Issuer and Indirect Parent), or that are known to be contemplated, against the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of \$100,000 or more will be imposed, (y) the Indirect Parent, the Company, Avis Europe and their respective subsidiaries are not aware of any issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that could reasonably be expected to have a Material Adverse Effect, and (z) none of the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries anticipates material capital expenditures relating to any Environmental Laws.

(gg) *Compliance With ERISA.* Except as described in each of the Time of Sale Information and the Offering Memorandum, (i) each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") that is subject to ERISA, for which the Indirect Parent, the Company or any member of their "Controlled Groups" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability (each, a "Plan") has been maintained in compliance in all material respects with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no "accumulated funding deficiency" as defined in Section 412 of the Code, whether or not waived, has occurred or is reasonably expected to occur; and (iv) for each Plan that is subject to the funding rules of ERISA or the Code, the fair market value of the assets of each such Plan is not less than the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan).

(hh) *Disclosure Controls.* The Indirect Parent and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Indirect Parent in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Indirect Parent's management as appropriate to allow timely decisions regarding required disclosure. The Indirect Parent and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as and when required by Rule 13a-15 of the Exchange Act.

(ii) *Accounting Controls.* The Indirect Parent and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act)

that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed the Time of Sale Information and the Offering Memorandum, there are no material weaknesses or significant deficiencies in the Indirect Parent's and its respective subsidiaries' internal controls.

(jj) *No Unlawful Payments.* None of the Indirect Parent, the Company any of their respective subsidiaries or, to the knowledge of the Issuer and each of the Guarantors, any director, officer, agent, employee or other person associated with or acting on behalf of the Indirect Parent, the Company or any of their respective subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, the OECD convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any similar law of any other relevant jurisdictions; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(kk) *Insurance.* The Indirect Parent, the Company, Avis Europe and their respective subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as the Indirect Parent's management reasonably believes are adequate to protect the Indirect Parent, the Company, Avis Europe and their respective subsidiaries and their respective businesses; and none of the Indirect Parent, Company, Avis Europe or any of their respective subsidiaries has (with respect to Avis Europe and its subsidiaries, to the knowledge of the Issuer and Indirect Parent) (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business at a cost that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ll) *Compliance with Money Laundering Laws.* The operations of the Indirect Parent, the Company and their respective subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations

or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Indirect Parent, the Issuer or any of their respective subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company and the Indirect Parent, threatened.

(mm) *Compliance with OFAC and Sanctions.* None of the Indirect Parent, the Company, any of their respective subsidiaries or, to the knowledge of the Issuer and each of the Guarantors, any director, officer, agent, employee, affiliate or other person associated with or acting on behalf of the Indirect Parent, the Company or any of their respective subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"); and the Issuer will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(nn) *Solvency.* On and immediately after each of the Closing Date and the Completion Date, the Note Parties (on a consolidated basis after giving effect to the Acquisition, the issuance of the Securities and the other transactions related thereto as described in each of the Time of Sale Information and the Offering Memorandum) will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of such person is not less than the total amount required to pay the liabilities of such person on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; (ii) such person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business; (iii) assuming consummation of the issuance of the Securities as contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum, such person is not incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature; (iv) such person is not engaged in any business or transaction, and does not propose to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such person is engaged; and (v) such person is not a defendant in any civil action that would result in a judgment that such person is or would become unable to satisfy.

(oo) *No Restrictions on Subsidiaries.* No subsidiary of the Indirect Parent, Avis Europe or the Company is currently subject to any material prohibition, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Indirect Parent, Avis Europe or the Company, as applicable, from making any other distribution on such subsidiary's capital stock or membership interests, as applicable, from repaying to the Indirect Parent, Avis Europe or the Company any loans or advances to such subsidiary from the Indirect Parent, Avis Europe or the Company as applicable, or from transferring any of such subsidiary's properties or assets to the Indirect Parent, Avis Europe, the Company or any of their subsidiaries, as applicable, other than as disclosed in the Time of Sale Information and the Offering Memorandum. After giving effect to the Acquisition and repayment of the indebtedness of Avis Europe and its subsidiaries in connection with the

consummation of the Acquisition, Avis Europe and its subsidiaries will not be subject to any such prohibitions or restrictions as subsidiaries of ABCR.

(pp) *No Broker's Fees.* None of the Indirect Parent, the Company, Avis Europe or any of their respective subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Indirect Parent, the Company, Avis Europe or any of their subsidiaries or any Initial Purchaser for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(qq) *Rule 144A Eligibility.* On the Closing Date, the Securities will not be of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in an automated inter-dealer quotation system; and each of the Time of Sale Information and the Offering Memorandum, as of its respective date, contains or will contain all the information that, if requested by a prospective purchaser of the Securities, would be required to be provided to such prospective purchaser pursuant to Rule 144A(d)(4) under the Securities Act.

(rr) *No Integration.* Neither the Issuer nor any of its affiliates (as defined in Rule 501(b) of Regulation D) has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act.

(ss) *No General Solicitation or Directed Selling Efforts.* None of the Issuer or any of its affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as to which no representation is made) has (i) directly or indirectly, solicited offers for, or offered or sold, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act or (ii) with respect to those Securities offered or sold in reliance upon Regulation S under the Securities Act ("Regulation S"), engaged in any directed selling efforts within the meaning of Regulation S, and assuming the accuracy of the representations and warranties of the Initial Purchasers herein, all such persons have complied with the offering restrictions requirement of Regulation S.

(tt) *Securities Law Exemptions.* Assuming the accuracy of the representations and warranties of the Initial Purchasers contained herein (including Annex C hereto) and their compliance with their agreements set forth therein, and the compliance by the holders of the Securities with the offering and transfer restrictions set forth in the Offering Memorandum, it is not necessary, in connection with the issuance and sale of the Securities to the Initial Purchasers and the offer, resale and delivery of the Securities by the Initial Purchasers in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum, to register the Securities under the Securities Act or, until such time as the Exchange Securities are issued pursuant to an effective registration statement, to qualify the Indenture under the Trust Indenture Act.

(uu) *No Stabilization.* Neither the Issuer nor any of the Guarantors has taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(vv) *Margin Rules.* Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Issuer as described in the Time of Sale Information and the Offering Memorandum will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(ww) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained or incorporated by reference in any of the Time of Sale Information or the Offering Memorandum has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(xx) *Statistical and Market Data.* Nothing has come to the attention of the Issuer or any Guarantor that has caused the Issuer or any Guarantor to believe that the statistical and market-related data included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum is not based on or derived from sources that are reliable and accurate in all material respects.

4. Further Agreements of the Issuer and the Guarantors. The Issuer and the Guarantors jointly and severally covenant and agree with each Initial Purchaser that:

(a) *Delivery of Copies.* The Issuer will deliver, without charge, to the Initial Purchasers as many copies of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (including all amendments and supplements thereto) as the Representative may reasonably request.

(b) *Offering Memorandum, Amendments or Supplements.* Before finalizing the Offering Memorandum or making or distributing any amendment or supplement to any of the Time of Sale Information or the Offering Memorandum or the filing with the Commission any document that will be incorporated by reference therein, the Issuer or Indirect Parent will furnish to the Representative and counsel for the Initial Purchasers a copy of the proposed Offering Memorandum or such amendment or supplement or document to be incorporated by reference therein for review, and will not distribute any such proposed Offering Memorandum, amendment or supplement or allow to be filed any such document with the Commission to which the Representative reasonably objects; provided that, if in the opinion of the outside counsel of Indirect Parent and the Issuer, such proposed amendment or supplement is required by law, the Indirect Parent and the Issuer can make such amendment or supplement, notwithstanding any such reasonable objection.

(c) *Additional Written Communications.* Before using, authorizing, approving or referring to any Issuer Written Communication, the Indirect Parent and the Issuer will furnish to the Representative and counsel for the Initial Purchasers a copy of such written communication for review and will not use, authorize, approve or refer to any such written communication to which the Representative reasonably objects.

(d) *Notice to the Representative.* The Indirect Parent and the Issuer will advise the Representative promptly, and confirm such advice in writing, (i) of the issuance by any governmental or regulatory authority of any order preventing or suspending the use of any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or the initiation or threatening of any proceeding for that purpose; (ii) of the occurrence of any event at any time prior to the completion of the initial offering of the Securities as a result of which any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when such Time of Sale Information, such Issuer Written Communication or the Offering Memorandum is delivered to a purchaser, not misleading; and (iii) of the receipt by the Escrow Issuer or by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Indirect Parent and the Issuer will use its reasonable best efforts to prevent the issuance of any such order preventing or suspending the use of any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance of the Time of Sale Information and the Offering Memorandum.* (1) If at any time prior to the completion of the initial offering of the Securities by the Initial Purchasers (i) any event shall occur or condition shall exist as a result of which the Offering Memorandum as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Offering Memorandum is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Offering Memorandum to comply with law, the Indirect Parent and the Issuer will promptly notify the Initial Purchasers thereof and forthwith prepare and, subject to paragraph (b) above, furnish to the Initial Purchasers such amendments or supplements to the Offering Memorandum as may be necessary so that the statements in the Offering Memorandum as so amended or supplemented will not, in the light of the circumstances existing when the Offering Memorandum is delivered to a purchaser, be misleading or so that the Offering Memorandum will comply with law; and (2) if at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement any of the Time of Sale Information so that any of the Time of Sale Information will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Indirect Parent and the Issuer will promptly notify the Initial Purchasers thereof and forthwith prepare and, subject to paragraph (b) above, furnish to the Initial Purchasers such amendments or supplements to any of the Time of Sale Information as may be necessary so that the statements in any of the Time of Sale Information as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading.

(f) *Blue Sky Compliance.* The Issuer will cooperate with the Initial Purchasers and counsel for the Initial Purchasers to qualify or register (or to obtain exemption from qualifying or registering) the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representative shall reasonably request and will continue such qualifications, registrations and exemptions in effect so long as required for the offering and resale of the Securities; provided that neither the Issuer nor any of the Guarantors shall be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify; (ii) file any general consent to service of process in any such jurisdiction; or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Clear Market.* During the period from the date hereof through and including the date that is 90 days after the date hereof, none of the Note Parties will, without the prior written consent of Morgan Stanley & Co. LLC and Citigroup Global Markets Inc., offer, sell, contract to sell or otherwise dispose of any debt securities (other than loans pursuant to credit facilities described in the Time of Sale Information and the Offering Memorandum or loans paid off by the Company or any of its subsidiaries in the ordinary course of business) issued or guaranteed by the Company or any of the Guarantors and having a tenor of more than one year.

(h) *Use of Proceeds.* The Company and the Escrow Issuer will apply the net proceeds from the sale of the Securities as described in each of the Time of Sale Information and the Offering Memorandum under the heading "Use of proceeds".

(i) *Supplying Information.* While the Securities remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer and each of the Guarantors will, during any period in which the Issuer is not subject to and in compliance with Section 13 or 15(d) of the Exchange Act, furnish to holders of the Securities and prospective purchasers of the Securities designated by such holders, upon the request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(j) *DTC.* The Issuer will assist the Initial Purchasers in arranging for the Securities to be eligible for clearance and settlement through The Depository Trust Company ("DTC").

(k) *No Resales by the Company.* The Issuer will not, and will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Securities that have been acquired by any of them, except for Securities purchased by the Issuer or any of its affiliates and resold in a transaction registered under the Securities Act.

(l) *No Integration.* Neither the Issuer nor any of its affiliates (as defined in Rule 501(b) of Regulation D) will, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act.

(m) *No General Solicitation or Directed Selling Efforts.* None of the Issuer or any of its affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as

to which no covenant is given) will (i) solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act or (ii) with respect to those Securities offered or sold in reliance upon Regulation S, engage in any directed selling efforts within the meaning of Regulation S, and all such persons will comply with the offering restrictions requirement of Regulation S.

(n) *No Stabilization.* Neither the Issuer nor any of its affiliates will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(o) *Legended Securities.* Each certificate for a Security will bear the applicable legend(s) contained in "Notice to investors" in the Preliminary Offering Memorandum for the time period and upon the other terms stated in the Preliminary Offering Memorandum.

(p) *Joinders and Supplemental Indenture.* On the Completion Date, (i) the Company and each of the Guarantors other than Indirect Parent will (A) become party to this Agreement by executing and delivering the Joinder Agreement and (B) become party to the Registration Rights Agreement by executing and delivering the Registration Rights Agreement Joinder and (ii) the Company and each of the Guarantors will become party to the Indenture by executing and delivering the Supplemental Indenture, in each case, assuming the due execution and delivery of such agreement by the other parties thereto.

5. Certain Agreements of the Initial Purchasers. Each Initial Purchaser hereby represents and agrees that it has not and will not use, authorize use of, refer to, or participate in the planning for use of, any written communication that constitutes an offer to sell or the solicitation of an offer to buy the Securities other than (i) the Preliminary Offering Memorandum and the Offering Memorandum; (ii) a written communication that contains no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Offering Memorandum or the Offering Memorandum; (iii) any written communication listed on Annex A or prepared pursuant to Section 4(c) above (including any electronic road show); (iv) any written communication prepared by such Initial Purchaser and approved by the Company in advance in writing; or (iv) any written communication relating to or that contains the terms of the Securities and/or other information that was included (including through incorporation by reference) in the Preliminary Offering Memorandum or the Offering Memorandum.

6. Conditions of Initial Purchasers' Obligations. The obligation of each Initial Purchaser to purchase Securities on the Closing Date as provided herein is subject to the performance by the Issuer and each of the Guarantors of their respective covenants and other obligations hereunder and to the following additional conditions:

(a) *Representations and Warranties.* The representations and warranties of the Issuer and the Guarantors contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Note Parties and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(b) *No Downgrade.* From and after the Time of Sale and prior to the Closing Date no downgrading shall have occurred in the rating accorded the Securities or any other debt securities or preferred stock issued or guaranteed by the Indirect Parent, the Company or any of their subsidiaries by any nationally recognized statistical rating organization.

(c) *No Material Adverse Change.* For the period from and after the signing of this Agreement and prior to the Closing Date, no event or condition of a type described in Section 3(f) hereof shall have occurred or shall exist, which event or condition is not described in each of the Time of Sale Information (excluding any amendment or supplement thereto) and the Offering Memorandum (excluding any amendment or supplement thereto), the effect of which in the judgment of the Representative makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum.

(d) *Officer's Certificate.* The Representative shall have received on and as of the Closing Date a certificate of an executive officer of each of the Note Parties who has specific knowledge of such party's financial matters and is satisfactory to the Representative (i) confirming that such officer has carefully reviewed the Time of Sale Information and the Offering Memorandum and, to the best knowledge of such officer, the representations set forth in Sections 3(a) and 3(b) hereof are true and correct; (ii) confirming that the other representations and warranties of the Issuer and the Guarantors in this Agreement are true and correct and that the Issuer and the Guarantors have complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to the Closing Date; (iii) to the effect set forth in paragraphs (b) and (c) above; and (iv) confirming which Guarantors, organized or incorporated outside the state of Delaware, are "significant subsidiaries," if any, of the Issuer as such term is defined under Rule 1-02(w) of Regulation S-X promulgated under the Securities Act.

(e) *Comfort Letters.* On the date of this Agreement and on the Closing Date, each of Deloitte & Touche LLP and PricewaterhouseCoopers LLP shall have furnished to the Representative, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Initial Purchasers, in form and substance reasonably satisfactory to the Representative, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporate by reference in each of the Time of Sale Information and the Offering Memorandum; provided that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date.

(f) *Opinion and 10b-5 Statement of Counsel for the Company and the Guarantors.* (i) Kirkland & Ellis LLP, counsel for the Note Parties, shall have furnished to the Representative, at the request of the Issuer, their written opinion and 10b-5 statement, dated the Closing Date and addressed to the Initial Purchasers, in the form attached hereto as Exhibit B (the "Kirkland Opinions"), and (ii) Jean M. Sera, Senior Vice President and Secretary of the Company, shall have furnished to the Representative, at the request of the Issuer, her written opinion, dated the Closing Date and addressed to the Initial Purchasers, in the form attached hereto as Exhibit C (the "Company Opinion").

(g) *Additional Opinions with respect to the Guarantors.* The Initial Purchasers shall receive opinions covering the laws of organization or incorporation of those Guarantors organized or incorporated outside the State of Delaware if any such Guarantor is a "significant subsidiary" as such term is defined under Rule 1-02(w) of Regulation S-X promulgated under the Securities Act, either individually or taken together with other such Guarantors, in form and substance reasonably satisfactory to the Representative.

(h) *Opinion and 10b-5 Statement of Counsel for the Initial Purchasers.* The Representative shall have received on and as of the Closing Date an opinion and 10b-5 statement of Simpson Thacher & Bartlett LLP, counsel for the Initial Purchasers, with respect to such matters as the Representative may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(i) *No Legal Impediment.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees or the Acquisition; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees or the Acquisition.

(j) *Good Standing.* The Representative shall have received on and as of the Closing Date satisfactory evidence of the good standing of each Note Party in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representative may reasonably request, in each case in writing or any standard form of telecommunication, from the appropriate governmental authorities of such jurisdictions.

(k) *Registration Rights Agreement.* The Initial Purchasers shall have received a counterpart of the Registration Rights Agreement that shall have been executed and delivered by a duly authorized officer of the Issuer and each of the Guarantors.

(l) *DTC.* The Securities shall be eligible for clearance and settlement through DTC.

(m) *No Termination of Implementation Agreement.* Neither AE Consolidation Limited, on the one hand, nor Avis Europe, on the other hand, shall have terminated the Implementation Agreement or delivered a notice to the other party stating their intent to terminate the Implementation Agreement, nor shall the Implementation Agreement have been amended or modified in any respect that, in the good faith determination of the Indirect Parent, is materially adverse to the Indirect Parent and its subsidiaries (after giving effect to the Acquisition), taken as a whole, or to the holders of the Securities.

(n) *Escrow Agreement.* The Initial Purchasers shall have received a copy of the Escrow Agreement which shall have been executed and delivered by a duly authorized officer of the Escrow Issuer, the Indirect Parent and the Escrow Agent.

(o) *Deposit of Escrow Funds.* \$4,875,000 (in addition to the proceeds from the sale of the Securities) shall have been deposited in the escrow account established pursuant to the Escrow Agreement by the Escrow Issuer or one of its affiliates.

(p) *Additional Documents.* On or prior to the Closing Date, the Issuer and the Guarantors shall have furnished to the Representative such further certificates and documents as the Representative may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Initial Purchasers.

7. Indemnification and Contribution.

(a) *Indemnification of the Initial Purchasers.* The Issuer and each of the Guarantors jointly and severally agree to indemnify and hold harmless each Initial Purchaser, its affiliates, directors and officers and each person, if any, who controls such Initial Purchaser within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto) or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser furnished to the Issuer in writing by such Initial Purchaser through the Representative expressly for use therein

(b) *Indemnification of the Issuer and the Guarantors.* Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless the Issuer, each of the Guarantors, each of their respective directors and officers and each person, if any, who controls the Issuer or any of the Guarantors within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Initial Purchaser furnished to the Issuer in writing by such Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto), it being understood and agreed that the only such information furnished by any Initial Purchaser consists of the following: the information contained in (i) the first sentence in the third paragraph, (ii) the fourth and fifth sentences under the eighth paragraph, (iii) the tenth paragraph (which shall be deemed to include the three bullet point sentences immediately thereunder), and (iv) the

third and fourth sentences of the eleventh paragraph under the heading "Plan of Distribution" in the Preliminary Offering Memorandum and the Offering Memorandum.

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 7 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Initial Purchaser, its affiliates, directors and officers and any control persons of such Initial Purchaser shall be designated in writing by the Representative and any such separate firm for the Issuer, the Guarantors, their respective directors and officers and any control persons of the Issuer and the Guarantors shall be designated in writing by ABCR. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for reasonable fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request, (ii) the Indemnifying Person shall not have reimbursed the

Indemnified Person in accordance with such request prior to the date of such settlement unless such fees and expenses are being disputed in good faith, and (iii) the Indemnified Person shall have given at least 30 days written notice of its intention to settle. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification is or could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraphs (a) and (b) above is unavailable to or insufficient to hold harmless an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the aggregate amount paid or payable by such Indemnified Person, as incurred, as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer and the Guarantors on the one hand and the Initial Purchasers on the other from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Issuer and the Guarantors on the one hand and the Initial Purchasers on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Issuer and the Guarantors on the one hand and the Initial Purchasers on the other shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Issuer from the sale of the Securities pursuant to this Agreement and the total discounts and commissions received by the Initial Purchasers in connection therewith, as provided in this Agreement, bear to the aggregate initial offering price of the Securities. The relative fault of the Issuer and the Guarantors on the one hand and the Initial Purchasers on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or any Guarantor or by the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Issuer, the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in connection with investigating, defending or preparing to defend any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Initial Purchaser be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such

Initial Purchaser with respect to the offering of the Securities exceeds the amount of any damages that such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representative, by notice to the Issuer, if after the execution and delivery of this Agreement and on or prior to the Closing Date (i) trading generally shall have been suspended or materially limited on the New York Stock Exchange or Nasdaq Stock Market; (ii) trading of any securities issued or guaranteed by the Company or any of the Guarantors shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representative, is material and adverse to, and makes it impracticable or inadvisable to proceed with, the offering, sale or delivery, of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum; or (v) the representation in Section 3(a) is incorrect in any respect.

10. Defaulting Initial Purchaser. (a) If, on the Closing Date, any Initial Purchaser defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Initial Purchasers may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Issuer on the terms contained in this Agreement. If, within 36 hours after any such default by any Initial Purchaser, the non-defaulting Initial Purchasers do not arrange for the purchase of such Securities, then the Issuer shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Initial Purchasers to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Initial Purchaser, either the non-defaulting Initial Purchasers or the Issuer may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Issuer or counsel for the Initial Purchasers may be necessary in the Time of Sale Information, the Offering Memorandum or in any other document or arrangement, and the Indirect Parent and the Issuer agrees to promptly prepare any amendment or supplement to the Time of Sale Information or the Offering Memorandum that effects any such changes. As used in this Agreement, the term "Initial Purchaser" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Securities that a defaulting Initial Purchaser agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Issuer as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Issuer shall have the right to require each non-defaulting Initial Purchaser to purchase the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder plus such Initial Purchaser's pro rata share (based on the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder) of the Securities of such defaulting Initial Purchaser or Initial Purchasers for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Issuer as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Issuer shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Initial Purchasers. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Issuer or the Guarantors, except that the Issuer and each of the Guarantors will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Initial Purchaser of any liability it may have to the Issuer, the Guarantors or any non-defaulting Initial Purchaser for damages caused by its default.

11. Payment of Expenses. (a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Issuer and each of the Guarantors jointly and severally agree to pay or cause to be paid all costs and expenses incident to the performance of their respective obligations hereunder, including, without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation and printing of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (including any amendments or supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Issuer's and the Guarantors' counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representative may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Initial Purchasers); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with the approval of the Securities for book-entry transfer by DTC; and (ix) 50% of all expenses incurred by the Company in connection with any "road show" presentation to potential investors.

(b) If (i) this Agreement is terminated pursuant to Section 9 (other than pursuant to clause (v) of Section 9 if the Issuer and the Initial Purchasers subsequently enter into another agreement for the Initial Purchasers to purchase the same or substantially similar securities of the Issuer), (ii) the Issuer for any reason fails to tender the Securities for delivery to the Initial Purchasers or (iii) the Initial Purchasers decline to purchase the Securities for any reason permitted under this Agreement, the Issuer and each of the Guarantors jointly and severally agree to reimburse the Initial Purchasers for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Initial Purchasers in connection with this Agreement and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and any controlling persons referred to herein, and the affiliates, officers and directors of each Initial Purchaser referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Initial Purchaser shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Issuer, the Guarantors and the Initial Purchasers contained in this Agreement or made by or on behalf of the Issuer, the Guarantors or the Initial Purchasers pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Issuer, the Guarantors or the Initial Purchasers.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

15. Governing Law Provisions. (a) *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) *Consent to Jurisdiction.* Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any

Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum.

16. Miscellaneous. (a) *Authority of the Representative*. Any action by the Initial Purchasers hereunder may be taken by the Representative on behalf of the Initial Purchasers, and any such action taken by the Representative shall be binding upon the Initial Purchasers.

(b) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Initial Purchasers shall be given to the Representative c/o Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036 (Email: prospectus@morganstanley.com); Attention: Dominick Ruscitti. Notices to the Company and the Guarantors shall be given to them at One Campus Drive, Parsippany, NJ 07054 (fax: 973-496-5080); Attention: Treasurer.

(c) *Entire Agreement*. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof.

(d) *Counterparts*. This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof.

(e) *Amendments or Waivers*. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(f) *Headings*. The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

(g) *Partial Unenforceability*. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

AE ESCROW CORPORATION

By /s/ David T. Calabria

Name: David T. Calabria

Title: Vice President and Assistant

Treasurer

AVIS BUDGET GROUP, INC.

By/s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President and

Chief Financial Officer

The foregoing Agreement is hereby confirmed and accepted by the Initial Purchasers as of the date first written above.

MORGAN STANLEY &
CO. LLC

For itself and on behalf of
the
several Initial Purchasers
Bylisted
in Schedule 1 hereto.

Justin Kotzin
Authorized Signatory

INCREMENTAL TRANCHE B TERM FACILITY AGREEMENT

INCREMENTAL TRANCHE B TERM FACILITY AGREEMENT, dated as of September 22, 2011 (this "Agreement"), among AVIS BUDGET HOLDINGS, LLC ("Holdings"), AVIS BUDGET CAR RENTAL, LLC (the "Borrower"), the Tranche B Term Lenders (as defined below), JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent"), MORGAN STANLEY SENIOR FUNDING, INC. ("MSSF"), as Tranche B Term Facility (as defined below) closing agent (the "Tranche B Term Facility Closing Agent") and co-syndication agent, CITIBANK, N.A. as co-syndication agents (together with MSSF, the "Co-Syndication Agents"), CREDIT AGRICOLE CORPORATE & INVESTMENT BANK New York Branch, THE BANK OF NOVA SCOTIA and THE ROYAL BANK OF SCOTLAND PLC as co-documentation agents (the "Co-Documentation Agents"), and MORGAN STANLEY SENIOR FUNDING, INC., CITIGROUP GLOBAL MARKETS INC. (together with MORGAN STANLEY SENIOR FUNDING, INC., the "Tranche B Term Facility Lead Arrangers"), CREDIT AGRICOLE SECURITIES (USA) INC., THE BANK OF NOVA SCOTIA and RBS SECURITIES INC., as joint lead arrangers and bookrunners (collectively, the "Tranche B Term Facility Arrangers").

WITNESSETH

WHEREAS, reference is hereby made to the Amended and Restated Credit Agreement dated as of May 3, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among others, Holdings, the Borrower, the subsidiary borrowers from time to time parties thereto, the several lenders from time to time parties thereto and the Administrative Agent;

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to the Borrower;

WHEREAS, pursuant to Section 2.23 of the Credit Agreement, the Borrower has requested that a new tranche of Incremental Term Loans in the amount of \$420,000,000 (the "Tranche B Term Loan") be made available to the Borrower, and the Administrative Agent, the Tranche B Term Facility Closing Agent and the Tranche B Term Lenders (as defined below) have agreed, upon the terms and subject to the conditions set forth herein, that certain financial institutions (the "Tranche B Term Lenders") will make the Tranche B Term Loans, and as permitted by Section 2.23 of the Credit Agreement, the Credit Agreement will be amended as set forth herein without additional consent or approval of the Lenders;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein (including Annex I hereto), capitalized terms are used herein as defined in the Credit Agreement as amended hereby.

SECTION 2. Tranche B Term Loans. Subject to the terms and conditions set forth herein, each Tranche B Term Lender agrees to make a Tranche B Term Loan to the Borrower on October 3, 2011 upon satisfaction of the conditions set forth in Section 5(a) of this Agreement (such date, the "Tranche B Term Facility Funding Date") in an aggregate principal amount equal to the amount set forth under the heading "Tranche B Term Commitment" opposite such Tranche B Term Lender's name on Annex II hereto. The Tranche B Term Loans shall be made in accordance with the procedures set forth in Section 2.2 of the Credit Agreement; provided that, the proceeds of such Tranche B Term Loans made on the Tranche B Term Facility Funding Date (such proceeds, the "Escrowed Tranche B Term Loans") shall be deposited in an escrow account of the Borrower pursuant to an escrow agreement (the "Escrow Agreement"), substantially in the form of Exhibit C hereto, and the Escrowed Tranche B Term Loans

shall not be released to the Borrower until the earlier of (i) the Tranche B Term Facility Closing Date or (ii) the Long Stop Date; provided further that, if the consummation of the Avis Europe Acquisition does not occur on or prior to the Long Stop Date, the aggregate principal amount of such Escrowed Tranche B Term Loans minus any original issue discounts (or plus any upfront fees) paid in respect thereof, shall be released from the Escrow Account by the Escrow Agent to the Tranche B Term Facility Closing Agent on the Long Stop Date to be repaid to the Tranche B Term Lenders, together with all accrued interest thereon, upon receipt by the Escrow Agent (as defined in the Escrow Agreement) of a Payment Instruction (as defined in the Escrow Agreement) signed by the Tranche B Term Facility Closing Agent and the Borrower in accordance with the terms and conditions of the Escrow Agreement. The Tranche B Term Facility Closing Agent and the Borrower shall, as soon as reasonably practicable, sign and deliver such Payment Instruction to the Escrow Agent, in accordance with the terms and conditions of the Escrow Agreement, instructing the Escrow Agent to release the Escrowed Tranche B Term Loans to the Tranche B Term Facility Closing Agent to be repaid to the Tranche B Term Lenders in accordance with the terms of this Agreement.

SECTION 3. Amendment of the Credit Agreement.

(a) (i) The Tranche B Term Loan shall be deemed to be a separate tranche of Term Loans and each Tranche B Term Lender shall be deemed to be an Incremental Term Loan Lender (as defined in the Credit Agreement) and (ii) this Agreement shall be deemed to be an Incremental Commitment Agreement (as defined in the Credit Agreement), in each case, for all purposes of the Credit Agreement and the other Loan Documents.

(b) The Credit Agreement is hereby amended in accordance with Exhibit A hereto: (i) by deleting each term thereof which is lined out and (ii) by inserting each term thereof which is double underlined, in each case in the place where such term appears therein.

(c) Schedule 1.1A (Commitments) to the Credit Agreement is hereby amended by supplementing such schedule with the information contained in Annex II hereto.

SECTION 4. Conditions to Effectiveness of Agreement. The effectiveness of this Agreement is subject to the satisfaction of each of the following conditions (the date on which such conditions shall have been so satisfied, the "Tranche B Term Facility Effective Date");

(a) The Tranche B Term Facility Closing Agent shall have received a counterpart of this Agreement, executed and delivered by a duly authorized officer of the Borrower, Holdings, the Administrative Agent, the Tranche B Term Facility Closing Agent, the Tranche B Facility Arrangers and the Tranche B Term Lenders.

(b) Each Loan Party shall have reaffirmed by executing the Guarantee and Collateral Acknowledgement substantially in the form attached hereto as Annex III that the Tranche B Term Loans shall be secured equally and ratably with the existing Loans by the Collateral.

(c) The Borrower shall have delivered all documentation and information as is reasonably requested in writing by the Tranche B Term Lenders at least three days prior to the Tranche B Term Facility Effective Date required by U.S. regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

(d) All accrued reasonable and documented out-of-pocket costs and expenses (including, to the extent invoiced in advance, reasonable legal fees and out-of-pocket expenses of one firm of counsel) and other compensation due and payable to the Administrative Agent, the Tranche B Term Facility Closing Agent, the Tranche B Facility Arrangers and the Tranche B Term Lenders on or prior to the Tranche B Term Facility Effective Date shall have been paid.

(e) The Tranche B Term Facility Closing Agent shall have received (i) a certificate of each Loan Party, dated the Tranche B Term Facility Effective Date, substantially in the form of Exhibit C to the Credit Agreement, with appropriate insertions and attachments, including the certificate of incorporation of each Loan Party that is a corporation certified by the relevant authority of the jurisdiction of organization of such Loan Party, and (ii) a good standing certificate for each Loan Party from its jurisdiction of organization.

(f) The Tranche B Term Facility Closing Agent shall have received an executed legal opinion of Kirkland & Ellis LLP, counsel to the Borrower and its subsidiaries, substantially in the form of Exhibit E to the Existing Credit Agreement, addressed to the Administrative Agent, Tranche B Term Facility Closing Agent, the Tranche B Facility Arrangers and the Tranche B Term Lenders as of the Tranche B Term Facility Effective Date.

(g) The Tranche B Term Facility Closing Agent shall have received a solvency certificate in form and substance reasonably satisfactory to them from a Responsible Officer of the Borrower that shall document the solvency of the Borrower and its Subsidiaries after giving effect to the Tranche B Term Loans.

On the Tranche B Term Facility Effective Date, the Tranche B Term Facility Closing Agent shall deliver to the Borrower a certificate in form and substance reasonably satisfactory to the Borrower confirming the satisfaction of all of the foregoing conditions set forth in clauses (a) through (g) of this Section 4 and that the Tranche B Term Facility Effective Date has occurred.

SECTION 5. Officer's Certificate.

On the Tranche B Term Facility Effective Date, the Borrower shall deliver to the Tranche B Term Facility Closing Agent a certificate, dated the Tranche B Term Facility Effective Date and signed by a Responsible Officer of the Borrower, certifying that (a) no Default or Event of Default has occurred and is continuing, or would result from the Tranche B Term Loans requested to be made or from the application of the proceeds therefrom and (b) each of the representations and warranties in each Loan Document, including the representations and warranties set forth in Section 4 of the Credit Agreement (as amended by this Agreement), shall be true and correct in all material respects (and in all respects if any such representation and warranty is qualified by materiality) on and as of the Tranche B Term Facility Effective Date as if made on such date, except to the extent that such representations and warranties expressly relate solely to a specific earlier date (in which case such representations and warranties are true and correct in all material respects as of such earlier date).

SECTION 6. Conditions to Availability.

(a) The agreement of each Tranche B Term Lender to make the initial extension of credit requested to be made by the Borrower on the Tranche B Term Facility Funding Date is subject to the satisfaction of each of the following conditions:

- (i) Each of the Specified Representations shall be true and correct in all material respects (and in all respects if any such representation and warranty is qualified by materiality) on and as of the Tranche B Term Facility Funding Date.

- (ii) No Certain Funds Default shall be continuing unremedied or unwaived on and as of the Tranche B Term Facility Funding Date, or would result from the Tranche B Term Loans requested to be made or from the application of the proceeds therefrom.
 - (iii) There shall not have occurred and be continuing a breach of any Certain Funds Covenant.
 - (iv) As at the date on which the Tranche B Term Loans are made, it is not unlawful in any applicable jurisdiction for a Tranche B Term Lender to perform its obligations as contemplated herein or to fund or maintain its participation in any such Tranche B Term Loan.
- (b) The release of the Escrowed Tranche B Terms Loans prior to the Long Stop Date is subject to the satisfaction of each of the following conditions (the date on which such conditions shall have been so satisfied, the "Tranche B Term Facility Closing Date"):
- (i) (x) If the Scheme has not been switched to an Offer, the Scheme Effective Date shall have occurred and the Tranche B Term Facility Closing Agent shall have received certified copies of (A) the court order confirming sanction of the Scheme, (B) the shareholder resolutions referred to in and in the form set out in the Scheme Circular, and (C) the confirmation-of-receipt stamp with respect to the registration of the court order from Companies House (or a copy of the cover letter from Target's solicitors delivering the court order to Companies House for registration, with confirmation of receipt by Companies House affixed), or (y) if the Scheme has been switched to an Offer, the Offer Unconditional Date shall have occurred and, in either case of (x) or (y), there shall not have been any material amendment, supplement or modification of the Acquisition Documentation other than in accordance with the provisions of this Agreement or with the consent of the Tranche B Term Facility Closing Agent.
 - (ii) Each of the Specified Representations shall be true and correct in all material respects (and in all respects if any such representation and warranty is qualified by materiality) on and as of the Tranche B Term Facility Closing Date.
 - (iii) No Certain Funds Default shall be continuing unremedied or unwaived on and as of the Tranche B Term Facility Closing Date, or would result from the Escrowed Tranche B Term Loans requested to be released or from the application of the proceeds therefrom.
 - (iv) Without duplication, all accrued reasonable and documented fees and out-of-pocket expenses (including, to the extent invoiced in advance, reasonable legal fees and out-of-pocket expenses of one firm of counsel) and other compensation due and payable to the Administrative Agent, the Tranche B Term Facility Closing Agent, the Tranche B Facility Arrangers and the Tranche B Term Lenders, shall have been paid as set forth in the statement of sources and uses for the Avis Europe Acquisition.
 - (v) There shall not have occurred and be continuing a breach of any Certain Funds Covenant.

The funding of the Tranche B Term Loans in connection with the Avis Europe Acquisition shall not be subject to the conditions precedent in Section 5.2 of the Credit Agreement, nor shall it constitute a representation and warranty thereunder.

The acceptance of the benefits of the making of the Tranche B Term Loans shall constitute a representation and warranty by Holdings and the Borrower that each of Holdings and the Borrower is in compliance with all of the conditions set forth in clauses (i), (ii) and (iii) of this Section 6(a) as of such time, and the acceptance of the benefits of the release of the Escrowed Tranche B Term Loans shall constitute a representation and warranty by Holdings and the Borrower that each of Holdings and the Borrower is in compliance with all of the conditions set forth in clauses (ii), (iii) and (v) of this Section 6(b), as of such time.

On the Tranche B Term Facility Closing Date, the Tranche B Term Facility Closing Agent shall deliver to the Borrower a certificate in form and substance reasonably satisfactory to the Borrower confirming the satisfaction of all of the foregoing conditions set forth in clauses (i) through (v) of this Section 6(b) and that the Tranche B Term Facility Closing Date has occurred. Upon receipt of such notice by the Tranche B Term Facility Closing Agent to the Borrower that the Tranche B Term Facility Closing Date has occurred, the Tranche B Term Facility Closing Agent and the Borrower shall, as soon as reasonably practicable, sign and deliver a Payment Instruction to the Escrow Agent, in accordance with the terms and conditions of the Escrow Agreement, instructing the Escrow Agent to release the Escrowed Tranche B Term Loans to the Borrower to be used in accordance with the statement of sources and uses for the Avis Europe Acquisition.

SECTION 7. Certain Funds Conditions. During the Certain Funds Period no Tranche B Term Lender shall be entitled to (nor shall any Tranche B Term Lender be entitled to request the Administrative Agent to) (unless any of the conditions in Sections 4 and 6 have not been satisfied or waived):

(a) cancel its Tranche B Term Commitment;

(b) rescind, terminate or cancel this Agreement or any of the Tranche B Term Commitment or exercise any similar right or remedy or make or enforce any claim under the Loan Documents it may have;

(c) refuse to participate in the making of the Tranche B Term Loan;

(d) exercise any right of set-off or counterclaim in respect of the Tranche B Term Loans (including the Escrowed Tranche B Term Loans) (other than set-off in respect of fees, costs and expenses as agreed in the funds flow document); or

(e) cancel, accelerate or cause repayment or prepayment of any amounts owing hereunder or under any other Loan Document in respect of its Tranche B Term Commitment;

provided that immediately upon the end of the Certain Funds Period, subject to the express provisions of the Loan Documents, all such rights, remedies and entitlements shall be available to the Administrative Agent, the Tranche B Term Facility Closing Agent or the Tranche B Term Lenders notwithstanding that such rights, remedies and entitlements may not have been used or been available for use during the Certain Funds Period.

SECTION 8. Representations and Warranties. To induce the other parties hereto to enter into this Agreement and to make the Tranche B Term Loans, Holdings and the Borrower hereby

jointly and severally represent and warrant to the Administrative Agent, the Tranche B Term Facility Closing Agent, the Tranche B Facility Arrangers and each Tranche B Term Lender that, as of the Tranche B Term Facility Effective Date:

(a) Each Loan Party has the power and authority, and the legal right, to make, deliver and perform this Agreement, and, in the case of the Borrower, to obtain the extension of credit and to perform its obligations hereunder and under the Credit Agreement (as amended hereby). Each of the Guarantors has taken all necessary organizational action to authorize to execute and deliver the Guarantee and Collateral Acknowledgement dated as of the date hereof (the "Acknowledgement"). The execution, delivery and performance by the Borrower of this Agreement, and by the Guarantors of the Acknowledgement, and the performance by the Borrower and each other Loan Party of the Credit Agreement (as amended hereby) and each other Loan Document to which it is a party, in each case, have been authorized by all necessary corporate or other organizational action of such person, and no other corporate or other organizational proceedings on the part of each such person is necessary to consummate such transactions.

(b) This Agreement has been duly executed and delivered on behalf of the Borrower and Holdings. The Acknowledgement has been duly executed and delivered by each of the Guarantors. Each of the Agreement, the Acknowledgement and, after giving effect to this Agreement, the Credit Agreement and the other Loan Documents, (i) is a legal, valid and binding obligation of each Loan Party party hereto and thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and an implied covenant of good faith and fair dealing and (ii) is in full force and effect. Neither the execution, delivery or performance of this Agreement or the performance of the Credit Agreement (as amended hereby), nor the performance of the transactions contemplated hereby or thereby, will adversely affect the validity, perfection or priority of the Administrative Agent's Lien on any of the Collateral or its ability to realize thereon. As of the Tranche B Term Facility Effective Date, this Agreement will be effective to amend the Credit Agreement as provided therein.

(c) The execution and delivery of this Agreement or the Acknowledgement, nor the consummation of the transactions contemplated hereby, nor the performance of and compliance with the terms and provisions hereof or of the Credit Agreement (as amended hereby) by any Loan Party will not, at the time of such performance, (i) violate any material Requirement of Law or any material Contractual Obligation of any Group Member, except to the extent such conflict or violation would not reasonably be expected to result in a Material Adverse Effect and (ii) result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligations (other than the Liens created by the Security Documents and the Liens permitted under Section 7.3 of the Credit Agreement). No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement.

(d) No Default or Event of Default shall have occurred and be continuing or would result from the Tranche B Term Loans requested to be made or from the application of the proceeds therefrom.

SECTION 9. Covenants.

8.1. Scheme Affirmative Covenants. Holdings and the Borrower hereby jointly and

severally covenant and agree that until the Tranche B Term Facility Closing Date, each of Holdings and the Borrower will and will cause each of its Subsidiaries to:

- (a) Comply in all material respects with the Takeover Code, subject to any waivers granted by the Panel on Takeovers and Mergers, and all other applicable laws and regulations in relation to any Offer or Scheme.
- (b) Promptly provide the Tranche B Term Facility Closing Agent with such information as it may reasonably request regarding the status of the Avis Europe Acquisition (including, in the case of an Offer, the current level of acceptances) subject to any confidentiality, regulatory or other restrictions relating to the supply of such information.
- (c) Deliver to the Tranche B Term Facility Closing Agent copies of each Offer Document, receiving agent letter, any written agreement between Bidco and the Target with respect to a Scheme, all other material announcements and documents published or delivered pursuant to the Offer or Scheme (other than the Cash Confirmation) and all material legally binding agreements entered into by Bidco in connection with an Offer or Scheme, in each case except to the extent it is prohibited by law or regulation from doing so.
- (d) In the event that the Scheme is switched to an Offer, (i) within 15 Business Days procure that the Offer Press Release is issued, (ii) deliver to the Tranche B Term Facility Closing Agent and the Administrative Agent (A) a Conversion Notice and (B) the Offer Press Release, (iii) procure that an Offer Document is issued and dispatched as soon as practicable in accordance with the timetable set out in the Offer Press Release and in any event within 28 days (or such longer period permitted by the Panel on Takeovers and Mergers) after the issuance of the Offer Press Release and (iv) except as consented to by the Tranche B Term Facility Closing Agent in writing, ensure that the terms and conditions contained in the Offer Document include the Acceptance Condition and are otherwise consistent in all material respects with those contained in the Scheme Circular (to the extent applicable for an Offer).
- (e) In the case of an Offer, promptly upon Bidco acquiring 90% of the Target Shares to which the Offer relates, ensure that notices under Section 979 of the Companies Act in respect of Target Shares are issued.
- (f) In the case of a Scheme, within 30 days of the Tranche B Term Facility Closing Date, and if the Scheme has been switched to an Offer, within 30 days after the later of (i) the Tranche B Term Facility Closing Date and (ii) the date upon which Borrower owns 75% of the Target Shares, procure that such action as is necessary is taken to re-register Target (and any other relevant members of the Target and its Subsidiaries) as a private limited company.
- (g) Promptly provide the Tranche B Term Facility Closing Agent with such information as it may reasonably request regarding the Equity Contribution, including the balance thereof and account in which it is deposited.

8.2. Scheme Negative Covenants. Holdings and the Borrower hereby jointly and severally covenant and agree that until the Tranche B Term Facility Closing Date, each of Holdings and the Borrower will not and will not permit any of its Subsidiaries to:

- (a) except as consented to by the Tranche B Term Facility Closing Agent in writing, increase, or propose an increase in, the price per share at which the Scheme is proposed or make any other acquisition of any Target Share above the initial Scheme price (and procure that no Person acting in

concert (as defined by the Panel on Takeovers and Mergers and the Takeover Code) with any of them shall acquire any Target Share above the initial Scheme price), or otherwise increase the Acquisition Consideration, unless such increase is funded solely from an additional equity contribution from ABG to the extent permitted to be used for such purpose or any other sources made available from other Group Members which are not funded through external borrowings;

(b) except as consented to by the Tranche B Term Facility Closing Agent in writing, amend, vary, waive or otherwise modify the terms and conditions set out in the relevant Press Release or the Acquisition Documentation if such amendment, variation or waiver is material and prejudicial to the interests of the Tranche B Term Lenders, except (i) to the extent required by the Panel on Takeovers and Mergers, the court or any other applicable law, regulation or regulatory body or (ii) in relation to an Offer, a waiver of the Acceptance Condition to permit the Offer to become unconditional with acceptance of Target Shares in an aggregate amount of not less than 75% of the Target Shares to which the Offer relates; provided that it is acknowledged and agreed that (A) any reduction in the price per share or any change in Acquisition Consideration would be material and prejudicial to the interests of the Lenders and (B) that this clause (b) shall not apply to any waiver of Sections 2(a)(v) or 2(e)(excluding subclause (i)) of Part A of Part 3 of the Scheme Circular (collectively, the "Excluded Conditions") (it being further understood, for the avoidance of doubt, that a waiver of an Excluded Condition shall in no way otherwise act as a waiver to any Certain Funds Default, Default or Event of Default arising out of the circumstances giving rise to the failure to satisfy such Excluded Condition);

(c) make any public announcement or public statement (other than in the relevant Press Release or Acquisition Documentation) concerning this Agreement or the parties to this Agreement (other than the Loan Parties) in connection with the financing of the Avis Europe Acquisition without the prior written consent of the Tranche B Term Facility Closing Agent (such consent not to be unreasonably withheld, delayed or conditioned) or unless required to do so by the Takeover Code or the Panel on Takeovers and Mergers, the court, any regulation, any applicable stock exchange, any applicable governmental or other regulatory authority; and

(d) become obliged, or permit any Person acting in concert (as defined in the Takeover Panel Act and the Takeover Code) with any of them to become obliged, to make an offer to the shareholders of the Target under Rule 9 of Part B of the Takeover Code.

(e) deliver more than one Conversion Notice to the Administrative Agent.

(f) in the case of an Offer, declare the Offer unconditional as to acceptances until Bidco has received valid acceptances of Target Shares in respect of an aggregate amount of not less than 75% of the Target Shares.

SECTION 10. Continuing Effect.

(a) Except as expressly provided herein, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect. The amendments provided for herein are limited to the specific subsections of the Credit Agreement specified herein and shall not constitute a consent, waiver or amendment of, or an indication of the Administrative Agent's or the Lenders' willingness to consent to any action requiring consent under any other provisions of the Credit Agreement or the same subsection for any other date or time period. Upon the effectiveness of the amendments set forth herein, on and after the Tranche B Term Facility Effective Date, each reference in the Credit Agreement to "this Agreement," "the Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "Credit Agreement," "thereunder,"

“thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

(b) The Borrower and the other parties hereto acknowledge and agree that this Agreement shall constitute a Loan Document.

SECTION 11. Expenses. The Borrower agrees to pay and reimburse the Tranche B Term Facility Closing Agent, the Tranche B Facility Arrangers and the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the preparation and delivery of this Agreement, and any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees and disbursements of one firm of counsel to the Tranche B Facility Arrangers and the Administrative Agent in accordance with the terms in the Credit Agreement (and in the case of the Tranche B Term Facility Closing Agent and the Tranche B Facility Arrangers, to the extent the Administrative Agent would be paid and reimbursed under the Credit Agreement).

SECTION 12. Amendments; Execution in Counterparts. This Agreement may not be amended nor may any provision hereof be waived on or prior to the Tranche B Term Facility Closing Date except pursuant to a writing signed by the Borrower, Holdings, the Administrative Agent, the Tranche B Facility Arrangers and the Tranche B Term Lenders and thereafter, except as provided for in Section 10.1 of the Credit Agreement. This Agreement may be executed in any number of counterparts by the parties hereto (including by facsimile and electronic (e.g. “.pdf”, or “.tif”) transmission), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

SECTION 13. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY AGREES AS SET FORTH FURTHER IN SECTIONS 10.11 AND 10.12 OF THE CREDIT AGREEMENT AS IF SUCH SECTION WERE SET FORTH IN FULL HEREIN.

SECTION 14. Co-Syndication Agents and Co-Documentation Agents. The Co-Syndication Agents and the Co-Documentation Agents shall not have any duties or responsibilities hereunder in their capacities as such.

SECTION 15. Tranche B Term Facility Closing Agent. In connection with the effectiveness of this Agreement and the funding of the Tranche B Term Facility only, (a) each Tranche B Term Lender hereby designates and appoints the Tranche B Term Facility Closing Agent as the agent for such Tranche B Term Lender under this Agreement and the other Loan Documents and (b) each such Tranche B Term Lender authorizes the Tranche B Term Facility Closing Agent, in such capacity, to exercise such powers and perform such duties are expressly delegated to the Tranche B Facility Closing Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. In acting in such capacity, the Tranche B Term Facility Closing Agent shall be entitled to the benefits of the provisions in Section 9 of the Credit Agreement as though it were the Administrative Agent, including all such provisions with respect to indemnification of the Administrative Agent.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

AVIS BUDGET HOLDINGS, LLC

By/s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President and Chief Financial Officer

AVIS BUDGET CAR RENTAL, LLC

By/s/ David B. Wyshner

Name: David B. Wyshner

Title: Executive Vice President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By/s/ Richard W. Duker

Name: Richard W. Duker

Title: Managing Director

MORGAN STANLEY SENIOR FUNDING INC., as Tranche B Term Facility Closing Agent

By/s/ Jim Bonetti

Name: Jim Bonetti

Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING INC., as Co-Syndication Agent and as a Tranche B Term Lender

By/s/ Justin Kotzin

Name: Justin Kotzin

Title: Authorized Signatory

CITIBANK, N.A., as Co-Syndication Agent and as a Tranche B Term Lender

By/s/ Justin Tichauer

Name: Justin Tichauer

Title: Vice President

CREDIT AGRICOLE CORPORATE AND
INVESTMENT BANK, as Co-Documentation Agent
and as a Tranche B Term Lender

By/s/ Michael Madnick

Name: Michael Madnick
Title: Managing Director

By/s/ Yuri Muzichenko

Name: Yuri Muzichenko
Title: Director

THE BANK OF NOVA SCOTIA, as Co-Documentation
Agent and as a Tranche B Term Lender

By/s/ David L. Mahmood

Name: David L. Mahmood
Title: Managing Director

THE ROYAL BANK OF SCOTLAND PLC, as Co-
Documentation Agent and as a Tranche B Term Lender

By/s/ Steve Crino

Name: Steve Crino
Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING INC.,
as a Tranche B Term Facility Lead Arranger

By/s/ Jim Bonetti

Name: Jim Bonetti
Title: Authorized Signatory

CITIGROUP GLOBAL MARKETS, INC., as a Tranche
B Term Facility Lead Arranger

By/s/ Christopher Wood

Name: Christopher Wood
Title: Director

CREDIT AGRICOLE SECURITIES (USA) INC., as a
Tranche
B Term Facility Arranger

By

/s/ Gary Herzog

Name: Gary Herzog
Title: Managing Director

THE BANK OF NOVA SCOTIA, as a Tranche
B Term Facility Arranger

By/s/ David Mahmood

Name: David Mahmood
Title: Managing Director

RBS SECURITIES INC., as a Tranche B Term Facility
Arranger

By/s/ Steve Crino

Name: Steve Crino
Title: Director

AMENDED AND RESTATED CREDIT AGREEMENT¹

among

AVIS BUDGET HOLDINGS, LLC,

AVIS BUDGET CAR RENTAL, LLC,
as Borrower,

The Subsidiary Borrowers from Time to Time Parties Hereto,

The Several Lenders from Time to Time Parties Hereto,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

DEUTSCHE BANK SECURITIES INC.,
as Syndication Agent,

CITICORP USA, INC,
BANK OF AMERICA, N.A.,
BARCLAYS BANK PLC,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

and

THE ROYAL BANK OF SCOTLAND PLC,

as Co - Documentation Agents,

Dated as of May 3, 2011

JPMORGAN SECURITIES LLC
and
DEUTSCHE BANK SECURITIES INC.,
as Joint Lead Arrangers and Joint Bookrunners

¹ Reflects changes made pursuant to the Incremental Tranche B Term Facility Agreement dated as of September 22, 2011.

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EXHIBITS:

- A Form of Amended and Restated Guarantee and Collateral Agreement
- B Form of Compliance Certificate
- C Form of Closing Certificate
- D Form of Assignment and Assumption
- E Form of Legal Opinion of Kirkland & Ellis LLP
- F Form of Exemption Certificate
- G Form of Joinder

ANNEXES:

- A Form of Fleet Financing Forecast

“AESOP Base Indenture”: the Second Amended and Restated Base Indenture, dated as of June 3, 2004, between the AESOP Issuer and the AESOP Trustee, as amended, modified or supplemented from time to time.

“AESOP Financing Program”: the transactions contemplated by the AESOP Base Indenture, as it may be from time to time further amended, supplemented or modified, and the instruments and agreements referenced therein and otherwise executed in connection therewith, and any successor program.

“AESOP Indebtedness”: any Indebtedness incurred pursuant to the AESOP Financing Program.

“AESOP Issuer”: Avis Budget Rental Car Funding (AESOP) LLC.

“AESOP Trustee”: The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee under the AESOP Base Indenture.

“Administrative Agent”: JPMorgan Chase Bank, together with its affiliates, as the arranger of the Commitments and as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors.

“Additional Foreign Vehicle Indebtedness”: as defined in the definition of “Consolidated Total Debt.”

“Affiliate”: as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person shall be deemed to be “controlled by” another if such latter Person possesses, directly or indirectly, power either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such controlled Person or (ii) direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise.

“Agents”: the collective reference to the Syndication Agent, the Co-Documentation Agents and the Administrative Agent.

“Aggregate Exposure”: with respect to any Lender at any time, an amount equal to the sum of (i) the aggregate then unpaid principal amount of such Lender’s Original Term Loans and Tranche A Term Loans and Tranche B Term Loans, and (ii) the amount of such Lender’s Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender’s Revolving Extensions of Credit then outstanding.

“Aggregate Exposure Percentage”: with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

“Agreement”: as defined in the preamble hereto.

“Applicable Margin”: (a) (i) with respect to Original Term Loans, (x) 3.25% in the case of ABR Loans and (y) 4.25% in the case of Eurocurrency Loans ~~and (ii) with respect to Tranche B Term Loans, (x) 4.00% in the case of ABR Loans and (y) 5.00% in the case of Eurocurrency Loans, and, (iii)~~ with respect to Tranche A Term Loans, a rate determined in accordance with the Pricing Grid and (b) with respect to Revolving Loans, a rate determined in accordance with the Pricing Grid.

“Application”: an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

“Approved Fund”: as defined in Section 10.6(b).

“Asset Sale”: any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by clause (a), (b), (c), (d), (e), (j), (k), (l), (m) or (o) of Section 7.5) that yields gross proceeds to any Loan Party (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of \$25,000,000.

“Assignee”: as defined in Section 10.6(b).

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit D.

“Australian Dollars” and “A\$”: the lawful money of Australia.

“Available Amount”: on any date of determination:

(a) 50% of the Consolidated Net Income determined on a cumulative basis since the fiscal quarter commencing on or about April 1, 2010 for each fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.1; plus

(b) the aggregate amount of the Net Cash Proceeds of any issuance or sale of Capital Stock by the Borrower after the Restatement Effective Date and prior to the date of determination; plus

(c) the net cash proceeds received by any of the Loan Parties as a return (whether by dividend, interest, distributions, returns of capital, repayments or otherwise) on any Investment after the Restatement Effective Date and prior to the date of determination, minus

(d) the sum of the amount of Available Amounts used to (x) make Restricted Payments pursuant to Section 7.6(h), (y) fund Investments pursuant to Section 7.7(t), (z) make voluntary or optional payments, prepayments, repurchases or redemptions of or optionally or voluntarily defease or segregate funds with respect to certain Indebtedness pursuant to Section 7.8(a)(v), in each case, after the Restatement Effective Date and prior to the date of determination;

provided, that, for purposes of this definition, the following shall be excluded from the calculation of Consolidated Net Income: (i) (w) the amount of debt extinguishment costs and transaction costs in connection with any Specified Transaction, (x) the amount of separation, integration, restructuring and severance cash items incurred within twelve months of the date of the consummation of DTA Acquisition Step 2 in connection with the DTA Acquisition in an aggregate amount not to exceed \$20,000,000, (y) the amount of separation, integration, restructuring and severance cash items incurred within twelve months of the date of the consummation of any other Specified Transaction in connection with such Specified Transaction in an aggregate amount not to exceed \$30,000,000 and (z) any non-cash impairment charges associated with, or any other write-offs of, intangibles (including goodwill) and (ii) the income of any Subsidiary of the Borrower to the extent that the declaration or payment of dividends or similar distributions by that Subsidiary of the income is not at the time permitted by operation of the terms of its charter, or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Subsidiary.

“Available Revolving Commitment”: as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender’s Revolving Commitment then in effect over (b) such Lender’s Revolving Extensions of Credit then outstanding; provided, that in calculating any

Lender's Revolving Extensions of Credit for the purpose of determining such Lender's Available Revolving Commitment pursuant to Section 2.8(a), the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

"Avis Budget Finance": Avis Budget Finance, Inc., a Delaware corporation.

"Avis Europe": Avis Europe plc, a public limited company incorporated under the laws of England and Wales.

"Avis Europe Acquisition": (i) the acquisition by the Borrower or any of its Subsidiaries of all of the issued and to be issued shares of Avis Europe pursuant to a court sanctioned scheme of arrangement between Avis Europe and its shareholders under Part 26 of the Companies Act 2006 and the related reduction of capital (if any) under section 649 of the Companies Act 2006 or (ii) the acquisition by the Borrower or any of its subsidiaries of at least 75% of the issued and to be issued shares of Avis Europe by way of a contractual takeover offer within the meaning of section 974 of the Companies Act 2006 made by the Borrower or any of its subsidiaries to effect the acquisition and satisfaction of all other conditions precedent for such takeover offer to be declared unconditional in all respects.

"Benefitted Lender": as defined in Section 10.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower": as defined in the preamble hereto.

"Borrowing Date": any Business Day specified by the Borrower or any Subsidiary Borrower as a date on which the Borrower or such Subsidiary Borrower requests the relevant Lenders to make Loans hereunder.

"Budget": as defined in Section 6.2(c).

"Budget Truck Division": the truck rental business of Budget Rent A Car System, Inc. and its Subsidiaries.

"Business Day": any day other than a Saturday, Sunday or other day on which banks in the State of New York are permitted to close; provided, however, that when used in connection with a Eurocurrency Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits or deposits in any Optional Currency, as applicable, in the London Interbank market.

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

"Canadian Securitization Entity": WTH Funding Limited Partnership, WTH Car Rental Limited Partnership, each an Ontario limited partnership, and any other special purpose entity formed for the purpose of engaging in vehicle financing in Canada including, without limitation, any other partnerships formed from time to time and each of the special purpose entities that may be partners in WTH Funding Limited Partnership, WTH Car Rental Limited Partnership or in any other such partnerships.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of

this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Cash Equivalents”: any of the following, to the extent acquired for investment and not with a view to achieving trading profits: (a) obligations fully backed by the full faith and credit of the federal government of the United States or any Member State or any agency or instrumentality thereof maturing not in excess of twelve months from the date of acquisition, (b) commercial paper maturing not in excess of twelve months from the date of acquisition and rated at least “P-1” by Moody’s or “A-1” by S&P on the date of such acquisition, (c) the following obligations of any Lender or any domestic commercial bank having capital and surplus in excess of \$500,000,000, which has, or the holding company of which has, a commercial paper rating meeting the requirements specified in clause (b) above: (i) time deposits, certificates of deposit and acceptances maturing not in excess of twelve months from the date of acquisition, or (ii) repurchase obligations with a term of not more than thirty days for underlying securities of the type referred to in clause (a) above, (d) money market funds that invest exclusively in interest bearing, short-term money market instruments and adhere to the minimum credit standards established by Rule 2a-7 of the Investment Company Act of 1940, as amended, (e) municipal securities: (i) for which the pricing period in effect is not more than twelve months long and (ii) rated at least “P-1” by Moody’s or “A-1” by S&P and (f) foreign investments substantially comparable to the investments described in clauses (b), (c), (d) and (e) above in connection with managing cash of any Subsidiary having operations in a foreign country.

“Cash Items Cap”: as defined in the definition of “Consolidated EBITDA”.

“Change in Control”: (a) the acquisition by any Person or group (within the meaning of the Securities Exchange Act of 1934, as amended, and the rules of the SEC thereunder as in effect on the Restatement Effective Date), directly or indirectly, beneficially or of record, of ownership or control of in excess of 50% of the voting common stock of ABG on a fully diluted basis at any time or (b) if at any time, individuals who at the Restatement Effective Date constituted the board of directors of ABG (together with any new directors whose election by such board of directors or whose nomination for election by the shareholders of ABG, as the case may be, was approved by a vote of the majority of the directors then still in office who were either directors at the Restatement Effective Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the board of directors of ABG, (c) ABG shall cease to own, directly or through one or more Wholly-Owned Subsidiaries, all of the capital stock of Holdings, free and clear of any direct or indirect Liens (other than statutory Liens) or (d) Holdings shall cease to directly own all of the capital stock of the Borrower, free and clear of any direct or indirect Liens (other than statutory Liens or Liens created by the Loan Documents).

“Closing Date”: April 19, 2006.

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Co-Documentation Agent”: as defined in the preamble hereto.

“Collateral”: all property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document, provided, however, that Collateral shall not include the assets of any Foreign Subsidiary or more than 65% of the Capital Stock of any Foreign Subsidiary.

“Commitment”: as to any Lender, the sum of the Original Term Commitment, the Tranche A Term Commitment, the Tranche B Term Commitment and the Revolving Commitment of such Lender.

“Commitment Fee Rate”: 0.50% per annum.

“Commonly Controlled Entity”: an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414 of the Code.

“Compliance Certificate”: a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

“Collateralized”: secured by cash collateral arrangements and/or backstop letters of credit entered into on terms and in amounts reasonably satisfactory to the Administrative Agent and the relevant Issuing Lender.

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

“Confidential Information Memorandum”: the Confidential Information Memorandum dated April 2011 with respect to the syndication of the Revolving Facility provided herein.

“Consolidated EBITDA”: without duplication, for any period, Consolidated Net Income plus

- (a) provision for taxes based on income;
- (b) depreciation expense (excluding any such expense attributable to depreciation of Eligible Assets);
- (c) Consolidated Total Interest Expense;
- (d) amortization expense (excluding any such expense attributable to amortization of Eligible Assets);
- (e) non-cash stock option and restricted stock grant expense;
- (f) (i) separation, integration, restructuring and severance cash items and (ii) other extraordinary, unusual, exceptional or non-recurring cash items, in the case of each of (i) and (ii) in an aggregate amount not to exceed \$75,000,000 in any period of four consecutive fiscal quarters (the “Cash Items Cap”); provided that, upon consummation of DTA Acquisition Step 1, to the extent paid or incurred in connection with the DTA Acquisition, the Cash Items Cap shall be increased as

follows until the end of the period ending on the last day of the eighth full fiscal quarter immediately following the date of the consummation of DTA Acquisition Step 1: (x) \$150,000,000 for any period ended after the date of the consummation of DTA Acquisition Step 1 through the sixth full fiscal quarter immediately following such date, (y) \$120,000,000 for the period ended on the last day of the seventh full fiscal quarter immediately following the date of the consummation of DTA Acquisition Step 1 and (z) \$90,000,000 for the period ended on the last day of the eighth full fiscal quarter immediately following the date of the consummation of DTA Acquisition Step 1; provided further that, upon consummation of the Avis Europe Acquisition, to the extent paid or incurred in connection with the Avis Europe Acquisition, the Cash Items Cap shall be increased by an additional \$75,000,000 for any period ended after the date of the consummation of the Avis Europe Acquisition through the eighth full fiscal quarter immediately following the date of the consummation of the Avis Europe Acquisition..

- (g) other unusual or non-recurring non-cash expenses or losses, including fees, expenses and charges associated with the transactions contemplated by the Separation Agreement;
- (h) unrealized losses from interest rate, foreign exchange and gasoline Swap Agreements;
- (i) any other non-cash charges and expenses (including amortization of deferred financing fees), in the case of each of (a)-(h) above, to the extent such items are reflected as a charge in the calculation of Consolidated Net Income for such period;
- (j) fees, expenses and transaction costs paid or incurred in connection with any Specified Transaction and the financing thereof, whether or not successful;
- (k) the amount of cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realized not later than the end of the sixth full fiscal quarter immediately following the date of DTA Acquisition Step 1 in connection with the DTA Acquisition as a result of specified actions taken or with respect to which substantial steps have been taken by the Borrower (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such period and as if such cost savings, operating expense reductions and synergies were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that (A) a certificate signed by a Responsible Officer shall be delivered to the Administrative Agent together with the Compliance Certificate required to be delivered pursuant to Section 6.2(b), certifying that such cost savings, operating expense reductions and synergies are reasonably expected and factually supportable in the good faith judgment of the Borrower, (B) the aggregate amount of cost savings, operating expense reductions and projected synergies added pursuant to this clause (k) shall not exceed \$180,000,000 in the aggregate during the term of this Agreement, (C) no cost savings, operating expense reductions and synergies shall be added pursuant to this clause (k) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise, for such period, and (D) projected amounts (and amounts not yet realized) may no longer be added in calculating Consolidated EBITDA pursuant to this clause (k) to the extent occurring more than four full fiscal quarters after

the specified action taken in order to realize such projected cost savings, operating expense reductions and synergies;

- (l) the amount of cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realized not later than the end of the sixth full fiscal quarter immediately following the date of the consummation of the Avis Europe Acquisition in connection with the Avis Europe Acquisition as a result of specified actions taken or with respect to which substantial steps have been taken by the Borrower (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such period and as if such cost savings, operating expense reductions and synergies were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that (A) a certificate signed by a Responsible Officer shall be delivered to the Administrative Agent together with the Compliance Certificate required to be delivered pursuant to Section 6.2(b), certifying that such cost savings, operating expense reductions and synergies are reasonably expected and factually supportable in the good faith judgment of the Borrower, (B) the aggregate amount of cost savings, operating expense reductions and projected synergies added pursuant to this clause (l) shall not exceed \$70,000,000 in the aggregate during the term of this Agreement, (C) no cost savings, operating expense reductions and synergies shall be added pursuant to this clause (l) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise, for such period, and (D) projected amounts (and amounts not yet realized) may no longer be added in calculating Consolidated EBITDA pursuant to this clause (l) to the extent occurring more than four full fiscal quarters after the specified action taken in order to realize such projected cost savings, operating expense reductions and synergies;

- (m) the amount of cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realized not later than the end of the fourth full fiscal quarter immediately following the closing of a Permitted Acquisition in connection with such Permitted Acquisition as a result of specified actions taken or with respect to which substantial steps have been taken by the Borrower (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such period and as if such cost savings, operating expense reductions and synergies were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that (A) a certificate signed by a Responsible Officer shall be delivered to the Administrative Agent together with the Compliance Certificate required to be delivered pursuant to Section 6.2(b), certifying that such cost savings, operating expense reductions and synergies are reasonably expected and factually supportable in the good faith judgment of the Borrower, (B) the aggregate amount of cost savings, operating expense reductions and projected synergies added pursuant to this clause (l) shall not exceed \$25,000,000 in the aggregate in any period of four consecutive fiscal quarters, (C) no cost savings, operating expense reductions and synergies shall be added pursuant to this clause (l) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise, for such period, and (D) projected amounts (and amounts not yet realized) may no longer be added in calculating Consolidated EBITDA pursuant to this clause (l) to the extent occurring more than four full fiscal quarters after the specified action taken in order to realize such projected cost savings, operating expense reductions and synergies; and

- (n) fees and expenses paid or incurred in connection with any Permitted Acquisition or other Investment, Material Disposition, issuance or amendment of Indebtedness or Capital Stock, whether or not successful.

Notwithstanding the foregoing, in calculating Consolidated EBITDA for any period, pro forma effect shall be given to (i)(A) any non-recurring gains (losses) on business unit dispositions outside the ordinary course of business and (B) any unusual or non-recurring non-cash income, in the case of each of (A) and (B) above, to the extent such items are reflected as income (losses) in the calculation of Consolidated Net Income for such period and (ii) any cash payments made during such period in respect of items described in clause (g) and (h) above subsequent to the fiscal quarter in which the relevant non-cash expenses or non-cash or unrealized losses were reflected as a charge in the calculation of Consolidated Net Income, all as determined on a consolidated basis in accordance with GAAP. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a "Reference Period") pursuant to any determination of the Consolidated Leverage Ratio, (i) if at any time during or following such Reference Period the Borrower or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during or following such Reference Period the Borrower or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, "Material Acquisition" means the DTA Acquisition Step 1, the Avis Europe Acquisition and any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the common stock of a Person and (b) involves the payment of consideration by the Borrower and its Subsidiaries in excess of \$25,000,000; and "Material Disposition" means any Disposition of property or series of related Dispositions of property under Section 7.5(f), (g) or (h) that yields gross proceeds to the Borrower or any of its Subsidiaries in excess of \$25,000,000.

"Consolidated Financial Statements": as defined in Section 4.1(b).

"Consolidated Interest Coverage Ratio": for any period, the ratio of (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense for such period.

"Consolidated Interest Expense": for any period, (a) total interest expense paid or payable in cash (including that properly attributable to Capital Lease Obligations, but excluding in any event (w) all capitalized interest and amortization of debt discount and debt issuance costs, (x) upfront fees in connection with any debt issuance and fees and expenses in connection with any amendment of debt, and (y) debt extinguishment costs) of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing paid or payable in cash and net cash costs (or minus net profits) under interest rate Swap Agreements minus, (b) without duplication, any interest income of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP during such period (other than interest income earned on any Related Eligible Assets). Notwithstanding the foregoing, interest expense in respect of any (i) Securitization Indebtedness, (ii) AESOP Indebtedness, (iii) Recourse Vehicle Indebtedness, in an amount, for this clause (iii), of up to \$1,000,000,000 or (iv) Additional Foreign Vehicle Indebtedness, shall not be included in Consolidated Interest Expense. For purposes of calculating Consolidated Interest Expense related to Recourse Vehicle Indebtedness for any period, such amount shall be equal to the product of the following formula on the date of determination to the extent that the amount of Recourse Vehicle Indebtedness exceeds \$1,000,000,000 at any time during such period:

“Consolidated Leverage Ratio”: as at the last day of any period, the ratio of (a) Consolidated Total Debt on such day to (b) Consolidated EBITDA for such period.

“Consolidated Net Income”: for any period for which such amount is being determined, the net income (or loss) of the Borrower and its Subsidiaries during such period determined on a consolidated basis for such period taken as a single accounting period in accordance with GAAP; provided that there shall be excluded (i) income (loss) of any Person (other than a Subsidiary of the Borrower) in which the Borrower or any of its Subsidiaries has any equity investment or comparable interest, except to the extent of the amount of dividends or other distributions actually paid to the Borrower or its Subsidiaries by such Person during such period, (ii) any extraordinary after-tax gains, (iii) any extraordinary pretax losses and expenses, (iv) any unusual pretax non-cash losses and expenses and (v) any income (loss) for such period from discontinued operations in accordance with GAAP.

“Consolidated Secured Debt”: at any date, the sum of the aggregate principal amount of all Consolidated Total Debt that is secured by a Lien on any asset of the Borrower or its Subsidiaries.

“Consolidated Secured Leverage Ratio”: as at the last day of any period, the ratio of (a) Consolidated Secured Debt on such day to (b) Consolidated EBITDA for such period.

“Consolidated Total Debt”: at any date, the aggregate principal amount of (a) all Indebtedness of the Borrower and its Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP plus (b) the aggregate principal amount of the ABG Convertible Notes outstanding at such date; provided that, for purposes of this definition, Indebtedness shall not include (i)(x) Securitization Indebtedness, (y) AESOP Indebtedness or (z) Recourse Vehicle Indebtedness up to \$1,000,000,000, (ii) the aggregate undrawn amount of outstanding Letters of Credit or any other letters of credit, (iii) obligations under Swap Agreements or (iv) without duplication of Indebtedness referred in clauses (a)(i)(x) and (a)(i)(z) above, any other obligations under long-term finance leases in respect of Eligible Assets entered into by Foreign Subsidiaries, including any Capital Lease Obligations of any such Foreign Subsidiary and any Guarantee Obligations in respect of such Capital Lease Obligations (collectively, “Additional Foreign Vehicle Indebtedness”). In addition, for purposes of this definition, the amount of (A) Indebtedness of the Borrower and its Subsidiaries at any date shall be reduced (but not to less than zero) by the amount of Excess Cash and (B) the ABG Convertible Notes at any date shall be reduced (but not to less than zero) by the amount of (1) cash and Cash Equivalents of ABG at such date and (2) the amount of any Indebtedness owed to ABG by the Borrower and its subsidiaries at such date.

“Consolidated Total Interest Expense”: for any period, without duplications (a) total interest expense paid or payable in cash (including that properly attributable to Capital Lease Obligations) plus, (b)(x) all capitalized interest and amortization of debt discount and debt issuance costs and (y) debt extinguishment costs, in each case, of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptance financing and net cash costs (or minus net profits) under interest rate Swap Agreements minus, (c) without duplication, any interest income of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP during such period (other than interest income earned on any Related Eligible Assets). Notwithstanding the foregoing, interest expense in respect of any (i) Securitization Indebtedness, (ii) AESOP Indebtedness, (iii) Recourse Vehicle Indebtedness, in an amount, for this clause (iii), up to \$1,000,000,000, or (iv) Additional Foreign Vehicle Indebtedness, shall not be included in Consolidated Total Interest Expense. For purposes of calculating Consolidated Total

Interest Expense related to Recourse Vehicle Indebtedness for any period, such amount shall be equal to the product of the following formula on the date of determination to the extent that the amount of Recourse Vehicle Indebtedness exceeds \$1,000,000,000 at any time during such period:

$$\frac{\text{Recourse Vehicle Indebtedness} - \$1,000,000,000}{\text{Recourse Vehicle Indebtedness}} \times \text{total interest expense on Recourse Vehicle Indebtedness}$$

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Currency”: Dollars or any Optional Currency.

“Default”: any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Defaulting Lender” means any Lender, as reasonably determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit or Swingline Loans within three Business Days of the date required to be funded by it hereunder, unless such requirement to fund such Loan or participation in Letters of Credit or Swingline Loans is based on such Lender's good faith determination that the conditions precedent to funding such Loan or participation in Letters of Credit or Swingline Loans under this Agreement have not been satisfied and such Lender has notified the Administrative Agent in writing to that effect, (b) notified the Borrower, the Administrative Agent, the Issuing Lender, the Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations generally under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations generally under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within three Business Days after written request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans, provided that such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, or (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any ownership interest in such Lender or a parent company thereof or the exercise of control over a Lender or parent company thereof by a Governmental Authority or instrumentality thereof.

“Disposition”: with respect to any property, any sale, lease, sale and leaseback, assignment (other than a collateral assignment), conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Disqualified Stock”: with respect to any Person, any Capital Stock that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control,” or an Asset Sale) (i) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (ii) is convertible or exchangeable for Indebtedness or Disqualified Stock or (iii) is redeemable at the option of the holder thereof (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control,” or an Asset Sale), in whole or in part, in each case on or prior to the Final Revolving Termination Date.

“Dollar Equivalent”: on any date of determination, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to an amount denominated in any Optional

Currency, the equivalent in Dollars of such amount determined by the Administrative Agent in accordance with normal banking industry practice using the Exchange Rate on the date of determination of such equivalent. In making any determination of the Dollar Equivalent (for purposes of calculating the amount of Loans to be borrowed from the respective Lenders on any date or for any other purpose), the Administrative Agent shall use the relevant Exchange Rate in effect on the date on which the Borrower or any Subsidiary Borrower delivers a request for Revolving Loans or on such other date upon which a Dollar Equivalent is required to be determined pursuant to the provisions of this Agreement. As appropriate, amounts specified herein as amounts in Dollars shall be or include any relevant Dollar Equivalent amount.

“Dollars” and “\$”: the lawful money of the United States.

“Dollar Target”: Dollar Thrifty Automotive Group, Inc.

“Dollar Target Credit Agreement”: the Credit Agreement, dated as of June 15, 2007, among Dollar Target as the borrower, Deutsche Bank Trust Company Americas, as the administrative agent and the lenders and financial institutions party thereto, as the same may be amended, restated, refinanced, replaced or otherwise modified from time to time.

“Domestic Subsidiary”: any Subsidiary of the Borrower organized under the laws of any jurisdiction within the United States, but excluding any Subsidiary substantially all the assets of which consists of stock of a Foreign Subsidiary.

“Domestic Subsidiary Borrower”: any Subsidiary Borrower which is a Domestic Subsidiary.

“DTA Acquisition Step 1”: the acquisition by the Borrower or a Subsidiary Guarantor of at least a majority of the outstanding Capital Stock of Dollar Target.

“DTA Acquisition Step 2”: the acquisition by the Borrower or a Subsidiary Guarantor of 100% of the outstanding Capital Stock of Dollar Target.

“DTA Acquisition”: collectively, DTA Acquisition Step 1 and DTA Acquisition Step 2.

“Eligible Assets”: any of the following and any proceeds thereof: (a) assets (and interests in assets) that are of the type described as “assets under vehicle programs” in the consolidated financial statements of the Borrower and its Subsidiaries, dated December 31, 2010, which shall include, without limitation, vehicles, vehicle leases, fleet maintenance contracts, fleet management contracts, other service contracts, receivables generated by any of the foregoing and other asset servicing rights, related deposit accounts, and (b) equity interests or other securities issued by any Subsidiary or other Person issuing securities or incurring Indebtedness secured by, payable from or representing beneficial interests in, or holding title or ownership interests in, assets of the type described in clause (a) above or interests in such assets.

“Environmental Laws”: all laws, rules, orders, regulations, statutes, ordinances, codes, decrees, judgments, injunctions, notices or requirements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Materials of Environmental Concern or to health and safety matters, including without limitation, the Clean Water Act also known as the Federal Water Pollution Control Act (“FWPCA”) 33 U.S.C. § 1251 et seq., the Clean Air Act (“CAA”), 42 U.S.C. §§ 7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”), 7 U.S.C. §§ 136 et seq., the Surface Mining Control and Reclamation Act (“SMCRA”), 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of

1986 (“SARA”), Public Law 99-499, 100 Stat. 1613, the Emergency Planning and Community Right to Know Act (“EPCRA”), 42 U.S.C. § 11001 et seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., the Occupational Safety and Health Act as amended (“OSHA”), 29 U.S.C. § 655 and § 657, together, in each case, with any amendment thereto, and the regulations adopted and binding publications promulgated thereunder and all substitutions thereof.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Escrowed Debt”: as defined in the definition of “Escrowed Debt Issuer”.

“Escrowed Debt Issuer”: any Subsidiary that is an issuer of Indebtedness permitted to be incurred by Section 7.2 the proceeds of which are maintained under escrow or similar contingent release arrangements (such Indebtedness “Escrowed Debt”).

“Euro” and “€”: the official currency of the European Union.

“Eurocurrency Base Rate”: with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, the rate per annum determined on the basis of the rate for deposits in Dollars or the applicable Optional Currency for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on the applicable page of the Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period. In the event that such rate does not appear on such page of the Reuters screen (or otherwise on such screen), the “Eurocurrency Base Rate” shall be determined by reference to such other comparable publicly available service for displaying eurocurrency rates for the applicable Currency as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered Dollar deposits or deposits in the applicable Optional Currency at or about 11:00 A.M., New York City time, two Business Days prior to the beginning of such Interest Period in the London interbank eurocurrency for delivery on the first day of such Interest Period for the number of days comprised therein.

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

“Eurocurrency Rate”: with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

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

; provided that with respect to any Eurocurrency Loan denominated in Euro or Pounds Sterling, the Eurocurrency Rate shall be the mean of the Eurocurrency Base Rate plus if applicable, as reasonably determined by the Administrative Agent in accordance with Schedule 1.1C, the Mandatory Costs; and provided further that the Eurocurrency Rate applicable to any Original Term Loan shall, in any event, be at all times no less than 1.50%, and the Eurocurrency Rate applicable to any Tranche B Term Loan shall, in any event, be at all times no less than 1.25%.

“Eurocurrency Reserve Requirements”: a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board and any other banking authority to which the Administrative Agent or any Lender is subject, for Eurocurrency Liabilities (as defined in Regulation D). Such reserve percentages shall include those imposed under Regulation D. Eurocurrency Loans shall be deemed to constitute Eurocurrency Liabilities and as such shall be

deemed to be subject to such reserve requirements without benefit of or credit for proration, exceptions or offsets which may be available from time to time to any Lender under Regulation D. Eurocurrency Reserve Requirements shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Eurocurrency Tranche”: the collective reference to Eurocurrency Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

“Event of Default”: any of the events specified in Section 8, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Excess Cash”: all cash and Cash Equivalents of the Borrower and its Subsidiaries at such time determined on a consolidated basis in accordance with GAAP in excess of \$25,000,000.

“Exchange Rate”: for any day with respect to any Optional Currency, the rate at which such Optional Currency may be exchanged into Dollars, as set forth at 11:00 A.M., London time, on such day on the applicable Reuters currency page with respect to such Optional Currency. In the event that such rate does not appear on the applicable Reuters currency page, the Exchange Rate with respect to such Optional Currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower or, in the absence of such agreement, such Exchange Rate shall instead be the spot rate of exchange of the Administrative Agent in the London Interbank market or other market where its foreign currency exchange operations in respect of such Optional Currency are then being conducted, at or about 11:00 A.M., London time, on such day for the purchase of Dollars with such Optional Currency, for delivery two Business Days later; provided, however, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

“Excluded Person”: as defined in the definition of “Subsidiary”.

“Excluded Subsidiary”: each Subsidiary listed on Schedule 1.1B, the Regulated Subsidiary, any Immaterial Subsidiary, any Insurance Subsidiary, any Escrowed Debt Issuer, and any other Subsidiary so long as the Borrower or any Subsidiary of the Borrower does not have the controlling authority under the organizational documents of such Excluded Subsidiary to incur Indebtedness on its behalf or grant Liens on its assets (other than purchase money security interests).

“Excluded Taxes”: as defined in Section 2.19(a).

“Existing Credit Agreement”: as defined in the preamble hereto.

“Existing Letters of Credit”: as defined in Section 3.9.

“Extended Revolving Commitment”: as defined in Section 2.26(a).

“Extended Revolving Loan”: as defined in Section 2.26(a).

“Extension”: as defined in Section 2.26(a).

“Extension Offer”: as defined in Section 2.26(a).

“Extension Offer Date”: as defined in Section 2.26(a).

“Facility”: each of (a) (i) the Original Term Commitments and the Original Term Loans made thereunder (the “Original Term Facility”) and (ii) the Tranche A Term Commitments and the Tranche A Term Loans made thereunder (the “Tranche A Term Facility”) and (iii) the Tranche B Term Commitments and the Tranche B Term Loans made thereunder (the “Tranche B Term Facility”), and (b) the Revolving Commitments and the extensions of credit made thereunder (the “Revolving Facility”).

“FATCA”: Sections 1471 through 1474 of the Code and any regulations or official interpretations thereof.

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by JPMorgan Chase Bank from three federal funds brokers of recognized standing selected by it.

“Fee Payment Date”: (a) the third Business Day following the last day of each March, June, September and December and (b) the last day of the Revolving Commitment Period.

“Final Revolving Termination Date”: at any date of determination, the latest termination or expiration date applicable to any Revolving Loan or Revolving Commitment hereunder at such time, including the final termination or expiration date of any Incremental Revolving Commitments and any Extended Revolving Loans or Extended Revolving Commitments, in each case, extended in accordance with this Agreement from time to time.

“Final Term Loan Maturity Date”: at any date of determination, the latest maturity date applicable to any Term Loan hereunder at such time, including the final maturity date of any Incremental Term Loans and any Replacement Term Loans, in each case, extended in accordance with this Agreement from time to time.

“First Amendment”: the First Amendment to this Agreement, dated as of August 1, 2011, among others, Holdings, the Borrower, the Amendment Arrangers (as defined in the First Amendment) and the Lenders party thereto.

“First Amendment Effective Date”: the date on which all of the conditions set forth in Section 6 of the First Amendment are satisfied.

“Fleet Financing Forecast”: the Borrower’s annual forecast of financing needs for its domestic rental car rental fleet (including detailed sources and uses), substantially in the form set forth in Annex A.

“Foreign Subsidiary”: any Subsidiary of the Borrower that is not a Domestic Subsidiary.

“Funding Office”: the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time.

“Governmental Authority”: any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any federal, state or municipal court, in each case whether of the United States or foreign.

“Group Members”: the collective reference to Holdings, the Borrower and their respective Subsidiaries.

“Guarantee and Collateral Agreement”: the Amended and Restated Guarantee and Collateral Agreement, dated as of the Restatement Effective Date, as amended, modified or supplemented from time to time.

“Guarantee Obligation”: any obligation, contingent or otherwise, of the Person guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness (including reasonable fees and expenses related thereto) or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; provided, however, that the amount of any Guarantee Obligation shall be limited to the extent necessary so that such amount does not exceed the value of the assets of such Person (as reflected on a consolidated balance sheet of such Person prepared in accordance with GAAP) to which any creditor or beneficiary of such Guarantee Obligation would have recourse.

Notwithstanding the foregoing definition, the term “Guarantee Obligation” shall not include any direct or indirect obligation of a Person as a general partner of a general partnership or a joint venturer of a joint venture in respect of Indebtedness of such general partnership or joint venture, to the extent such Indebtedness is contractually non-recourse to the assets of such Person as a general partner or joint venturer (other than assets comprising the capital of such general partnership or joint venture). The term “Guarantee Obligation” shall not include endorsements for collection or deposit in the ordinary course of business.

“Guarantors”: the collective reference to Holdings and the Subsidiary Guarantors.

“Holdings”: as defined in the preamble hereto.

“Immaterial Subsidiary”: any Subsidiary or a group of Subsidiaries of the Borrower which, as of any date of determination, when taken together, does not have assets with a value in excess of 1.0% of the total assets of the Borrower and its Subsidiaries on a consolidated basis.

“Increased Amount Date”: is defined in Section 2.23.

“Incremental Commitments”: is defined in Section 2.23.

“Incremental Commitment Agreement”: is defined in Section 2.23.

“Incremental Facilities Agreement”: the Incremental Facilities Agreement dated as of September 8, 2011, among others, Holdings, the Borrower, the Incremental Facilities Arrangers (as defined in the Incremental Facilities Agreement) and the Incremental Lenders party thereto.

“Incremental Facilities Effective Date”: the date on which all of the conditions set forth in Section 5 of the Incremental Facilities Agreement are satisfied.

“Incremental Facilities Closing Date”: the date on which all of the conditions set forth in Section 6 of the Incremental Facilities Agreement are satisfied.

“Incremental Tranche B Term Facility Agreement”: the Incremental Tranche B Term Facility Agreement dated as of September 22, 2011, among others, Holdings, the Borrower, the Tranche B Facility Arrangers (as defined in the Incremental Tranche B Term Facility Agreement) and the Incremental Lenders party thereto.

“Incremental Lender”: is defined in Section 2.23.

“Incremental Loan Commitments”: is defined in Section 2.23.

“Incremental Revolving Commitments”: is defined in Section 2.23.

“Incremental Revolving Lender”: is defined in Section 2.23.

“Incremental Revolving Loan”: is defined in Section 2.23.

“Incremental Synthetic Deposit”: is defined in Section 2.23.

“Incremental Synthetic L/C Commitments”: is defined in Section 2.23.

“Incremental Synthetic L/C Facility”: is defined in Section 2.23.

“Incremental Synthetic L/C Lender”: is defined in Section 2.23.

“Incremental Term Loan”: is defined in Section 2.23.

“Incremental Term Loan Commitments”: is defined in Section 2.23.

“Incremental Term Loan Lender”: is defined in Section 2.23.

“Incremental Tranche A Term Loan”: any Incremental Term Loan, the maturity date of which is identical to the Final Revolving Termination Date as determined on the date such Incremental Term Loan was made.

“Indebtedness”: of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person’s business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all preferred Capital Stock of such Person (i) that is required to be redeemed prior to the date which is 91 days after the Final Term Loan Maturity Date (or which allows the holders of such preferred Capital Stock to require such preferred Capital Stock to be redeemed prior to the date which is 91 days after the Final Term Loan Maturity Date) (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control” or an Asset Sale) or (ii) which is subject to other payment obligations (including any sinking fund obligations) or obligations to pay dividends or cash interest in respect of such preferred Capital Stock prior to the date which is 91 days after the Final Term Loan Maturity Date (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control” or an Asset Sale), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or

otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) for the purposes of Section 8(e) only, all obligations of such Person in respect of Swap Agreements; provided, that Indebtedness shall not include any earn-out obligations or contingent obligations consisting of purchase price adjustments. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Insurance Subsidiary": a Subsidiary established for the purpose of (a) insuring the businesses, facilities, employees or joint ventures of the Borrower or any of its Subsidiaries, or (b) providing insurance products.

"Intellectual Property": the collective reference to all rights, priorities and privileges with respect to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) as to any ABR Loan (other than any Swingline Loan), the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurocurrency Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurocurrency Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period, (d) as to any Loan (other than any Revolving Loan that is an ABR Loan and any Swingline Loan), the date of any repayment or prepayment made in respect thereof and (e) as to any Swingline Loan, the day that such Loan is required to be repaid.

"Interest Period": as to any Eurocurrency Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurocurrency Loan and ending one, two, three or six (or, if agreed to by all Lenders under the relevant Facility, nine or twelve) months thereafter, as selected by the Borrower or relevant Subsidiary Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurocurrency Loan and ending one, two, three or six (or, if agreed to by all Lenders under the relevant Facility, nine or twelve) months thereafter, as selected by the Borrower or relevant Subsidiary Borrower by irrevocable notice to the Administrative Agent not later than 12:00 Noon, New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

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

(ii) the Borrower or relevant Subsidiary Borrower may not select an Interest Period under a particular Facility that would extend beyond the Revolving Termination Date or beyond the date final payment is due on the relevant Term Loans, as the case may be;

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

(iv) the Borrower and any relevant Subsidiary Borrower shall select Interest Periods so as not to require a payment or prepayment of any Eurocurrency Loan during an Interest Period for such Loan.

“Investments”: as defined in Section 7.7.

“Issuing Lender”: JPMorgan Chase Bank or any affiliate thereof and such other Lenders or affiliates thereof as may be designated in writing by the Borrower which agree in writing to act as such in accordance with the terms hereof and are reasonably acceptable to the Administrative Agent (including the issuer of any Existing Letters of Credit), in the capacity as issuer of any Letter of Credit.

“Joinder Agreement”: is defined in Section 10.1.

“Joint Lead Arrangers”: JPMorgan Securities LLC and Deutsche Bank Securities Inc.

“JPMorgan Chase Bank”: JPMorgan Chase Bank, N.A.

“judgment currency”: as defined in Section 10.13.

“L/C Obligations”: at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 3.5.

“L/C Participants”: the collective reference to all the Revolving Lenders other than the Issuing Lender.

“Lenders”: as defined in the preamble hereto, including any Incremental Lender; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Letters of Credit”: as defined in Section 3.1(a).

“Lien”: with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Loan”: any loan made by any Lender pursuant to this Agreement.

“Loan Documents”: this Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing (including any Incremental Commitment Agreement).

“Loan Parties”: each Group Member that is a party to a Loan Document.

“Majority Facility Lenders”: with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the relevant Term Loans or the Total Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or, in the case of the Revolving Facility, prior to any termination of the Revolving Commitments, the holders of more than 50% of the Total Revolving Commitments).

“Material Acquisition”: as defined in the definition of “Consolidated EBITDA”.

“Material Adverse Effect”: any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (i) the business, operations, property or condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole (it being understood that a bankruptcy filing by, or change in the actual or perceived credit quality of, or work stoppage affecting any “big three” auto manufacturer shall not constitute a Material Adverse Effect so long as such “big three” auto manufacturer has not failed to perform its material performance obligations owed to the Borrower or any of its Subsidiaries) or (ii) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights and remedies of the Administrative Agent or the Lenders hereunder or thereunder.

“Material Disposition”: as defined in the definition of “Consolidated EBITDA”.

“Materials of Environmental Concern”: all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Maximum Incremental Facilities Amount”: as defined in Section 2.23.

“Member State”: a country which is a current member of the Organization for Economic Co-operation and Development and reasonably acceptable to the Administrative Agent.

“Minimum Extension Condition”: as defined in Section 2.26(b).

“Moody’s”: Moody’s Investors Service, Inc.

“Mortgage Amendments”: as defined in Section 6.11(a).

“Mortgaged Properties”: the real properties listed on Schedule 1.1F, as to which the Administrative Agent for the benefit of the Lenders shall be granted a Lien pursuant to the Mortgages.

“Mortgages”: each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Lenders pursuant to the requirements of the Existing Credit Agreement and this Agreement (and with respect to mortgages and deeds of trust made in accordance with Section 6.9(d), in form and substance substantially the same as the mortgages and deeds of trust covering the Mortgaged Property under the Existing Credit Agreement as amended pursuant to this Agreement (with such changes thereto as the Administrative Agent may approve or as shall be advisable under the law of the jurisdiction in which such mortgage or deed of trust is to be recorded)) under which a Lien is granted on such real property and fixtures described therein, in each case as amended in accordance with Section 6.11 (as to the Mortgaged Properties on the date hereof) and as further amended, supplemented, amended and restated or otherwise modified from time to time.

“Multiemployer Plan”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds”: (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of (i) attorneys’ fees, accountants’ fees, investment banking fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements, to the extent such tax credits or deductions or tax sharing arrangements are utilized) and (ii) amounts applied to the repayment of Securitization Indebtedness in connection with any Disposition of fleet vehicles of Dollar Target and its Subsidiaries permitted by clause (g) of Section 7.5, minus, in the case of an Asset Sale, any reserve established, in accordance with GAAP, in respect of (x) any potential adjustment in the sale price of such asset or assets and (y) any liabilities associated with such assets or asset and retained by Holdings, the Borrower or any Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification obligations associated with such Asset Sale (provided that, upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any such reserve, the amount of such reserve shall constitute Net Cash Proceeds), and (b) in connection with any issuance or sale of Capital Stock or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“New Zealand Dollars” and “NZ\$”: the lawful money of New Zealand.

“Non-Excluded Taxes”: as defined in Section 2.19(a).

“Non-U.S. Lender”: as defined in Section 2.19(e).

“Notes”: the collective reference to any promissory note evidencing Loans.

“Obligations”: the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower or any Subsidiary Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower and each Subsidiary Borrower to any Agent or Lender (or, in the case of Specified Swap Agreements and Specified Cash Management Agreements, any affiliate of any Agent or Lender, in each case, at the time such agreement was entered into), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, swap coupon or termination payments, fees or indemnities, or reasonable out-of-pocket costs or expenses (including reasonable out-of-pocket fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower or any Subsidiary Borrower pursuant hereto) or otherwise.

“OID”: is defined in Section 2.23.

“Optional Currency”: at any time, Australian Dollars, Canadian Dollars, Euro, New Zealand Dollars, Pounds Sterling and such other currencies which are convertible into Dollars and are

freely traded and available in the London interbank eurocurrency market and are approved by the Administrative Agent (such approval not to be unreasonably withheld).

“Original Credit Agreement”: as defined in the preamble hereto.

“original currency”: as defined in Section 10.13.

“Original Term Commitment”: as to any Original Term Lender, the obligation of such Original Term Lender, if any, to make an Original Term Loan to the Borrower in a principal amount not to exceed the amount set forth on its signature page to the Second Amendment dated as of March 10, 2010 to the Original Credit Agreement.

“Original Term Facility”: as defined in the definition of “Facility”.

“Original Term Lender”: each Extending Term Loan Lender (as defined in the Existing Credit Agreement).

“Original Term Loans”: as defined in Section 2.1.

“Original Term Loan Maturity Date”: earlier of (a) April 19, 2014 or (b) 91 calendar days prior to the maturity of the Senior Unsecured Notes due May 15, 2014, if such Senior Unsecured Notes have not been repaid or refinanced by such date.

“Original Term Percentage”: as to any Original Term Lender at any time, the percentage which the aggregate principal amount of such Lender’s Original Term Loans then outstanding constitutes of the aggregate principal amount of the Original Term Loans then outstanding.

“Other Taxes”: any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, including any interest, additions to tax or penalties applicable thereto, but excluding, for the avoidance of doubt, any Excluded Taxes.

“Parent”: each of ABG, Cendant Finance Holding Company LLC and any other direct or indirect parent of Holdings and the Borrower.

“Parent Expenses”: (i) costs (including all professional fees and expenses) incurred by any Parent in connection with its reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, the Senior Unsecured Note Indenture, or any other agreement or instrument relating to Indebtedness of the Borrower or any Subsidiary Guarantor, including in respect of any reports filed with respect to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the respective rules and regulations promulgated thereunder, (ii) an aggregate amount not to exceed \$5,000,000 in any fiscal year to permit any Parent to pay its corporate overhead expenses incurred in the ordinary course of business, and to pay salaries or other compensation of employees who perform services for any Parent or for such Parent and the Borrower, provided that ABG allocates such overhead among its Subsidiaries in conformity with clause (vi) of this paragraph, (iii) expenses incurred by any Parent in connection with the acquisition, development, maintenance, ownership, prosecution, protection and defense of its Intellectual Property and associated rights to the extent such Intellectual Property and associated rights relate to the business or businesses of the Borrower or any Subsidiary, (iv) indemnification obligations of any Parent owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person, (v) other operational and tax expenses of any Parent attributable to or incurred on behalf of Holdings, the

Borrower and its Subsidiaries in the ordinary course of business, including reimbursement obligations under the Letter of Credit Facilities and including obligations in respect of director and officer insurance (including premiums therefor); provided, that all operational and tax expenses of any Parent are deemed to be attributable to or incurred on behalf of the Borrower if the Borrower's and its Subsidiaries' activities represent substantially all of the operating activities of such Parent and all of its Subsidiaries and (vi) fees and expenses incurred by any Parent in connection with any offering of Capital Stock or Indebtedness, (x) where the net proceeds of such offering are intended to be received by or contributed or loaned to the Borrower or any Subsidiary Guarantor, or (y) in a prorated amount of such expenses in proportion to the amount of such net proceeds intended to be so received, contributed or loaned, or (z) otherwise on an interim basis prior to completion of such offering so long as any Parent shall cause the amount of such expenses to be repaid to the Borrower or the relevant Subsidiary Guarantor out of the proceeds of such offering promptly if completed.

"Participant": as defined in Section 10.6(c).

"Participant Register": as defined in Section 10.6(c)(i).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Permitted Acquisition": an acquisition or any series of related acquisitions of (a) all or substantially all of the assets or a majority of the outstanding Capital Stock of any Person or (b) any division, line of business or other business unit of any Person (such Person or such division, line of business or other business unit of such Person shall be referred to herein as the "Target"), in each case that is a type of business (or assets used in a type of business) permitted to be engaged in by the Borrower and its Subsidiaries pursuant to Section 7.13, so long as (i) no Default or Event of Default shall then exist or would exist after giving effect thereto, (ii) the Borrower shall demonstrate to the reasonable satisfaction of the Administrative Agent (which calculations and information provided to the Administrative Agent shall be made available to the Lenders) that, after giving effect to the acquisition on a pro forma basis, the Borrower is in compliance with each of the financial covenants set forth in Section 7.1 as of the most recently ended fiscal quarter for which financial statements have been delivered hereunder, (iii) the Borrower shall have taken such actions as are required of it under the terms of Section 6.9 with respect to such acquisition and the Target, if it has not merged with any Loan Party, shall have taken such actions as are required of it under the terms of Section 6.9 and (iv) to the extent that such acquisition is, in whole or in part, funded by the proceeds of any Revolving Loans, such acquisition shall not be a "hostile" acquisition and shall have been approved by the board of directors and/or shareholders of the applicable Loan Party and the Target.

"Permitted Lien": any Lien permitted by Section 7.3.

"Permitted Refinancing": any Indebtedness or Capital Stock issued in exchange for, or for the purpose of applying the net proceeds thereof to extend, refinance, renew, replace, defease or refund other Indebtedness; provided that:

- (a) the principal amount (or accreted value, if applicable) of such Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest thereon and the amount of all fees, expenses and premiums incurred in connection therewith);
- (b) such Indebtedness has a final maturity date later than the final maturity date of, and has a weighted average life to maturity equal to or greater than the weighted average life to maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(c) such Indebtedness is incurred by the obligor (or obligors) on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

“Person”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: at a particular time, any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Pounds Sterling” and “£”: the lawful money of the United Kingdom.

“Pricing Grid”: the table set forth below:

Level	Specified Rating	Applicable Margin Eurocurrency Loans	Applicable Margin ABR Loans
Level I	> B1 from Moody’s and > B+ from S&P	2.75%	1.75%
Level II	B1 from Moodys’s and B+ from S&P	3.00%	2.00%
Level III	<B1 from Moody’s and <B+ from S&P	3.25%	2.25%

In the event the Specified Rating assigned by Moody’s is not equivalent to the Specified Rating assigned by S&P, the lower of the two Specified Ratings will determine the Applicable Margin, unless the Specified Ratings are two or more levels apart, in which case the Applicable Margin shall be based on the Level applicable to the rating immediately above the lower of the two Specified Ratings. In the event either Moody’s or S&P shall cease to assign a Specified Rating, then the Applicable Margin shall be based on Level III. Any change in the Applicable Margin determined in accordance with the foregoing table shall become effective on the date of announcement or publication by the Borrower or either rating agency of any change in the Specified Ratings or, in the absence of such announcement or publication, on the effective date of such change in the Specified Ratings.

“Pro Forma Balance Sheet”: as defined in Section 4.1(a).

“Properties”: the facilities and properties owned, leased or operated by any Group Member.

“Recourse Vehicle Indebtedness”: Indebtedness (i) secured by, payable from or representing beneficial interests in Eligible Assets or (ii) that is unsecured, the proceeds of which are used, directly or indirectly, to purchase Eligible Assets, which, in each case, provides for recourse to the Borrower or any Subsidiary (other than a Securitization Entity); provided that Recourse Vehicle Indebtedness shall not include any Indebtedness of the Borrower and Avis Budget Finance in respect of the Senior Unsecured Notes and any Permitted Refinancing thereof.

“Recovery Event”: any settlement of or payment in a principal amount greater than \$25,000,000 in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Loan Party.

“Reference Period”: as defined in the definition of “Consolidated EBITDA”.

“Refunded Swingline Loans”: as defined in Section 2.7.

“Register”: as defined in Section 10.6(b).

“Regulated Subsidiary”: AmeriGuard Retention Group, Inc. or any similar insurance subsidiary (if it becomes a Subsidiary through any Specified Transaction).

“Regulation S-X”: Regulation S-X, promulgated pursuant to the Securities Act of 1933, as such Regulation is in effect on the date hereof.

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Reimbursement Obligation”: the obligation of the Borrower or relevant Subsidiary Borrower to reimburse the Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit.

“Reinvestment Deferred Amount”: with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Loan Party in connection therewith that are not applied to prepay the Original Term Loans, the Tranche A Term Loans or the Tranche AB Term Loans, or reduce the Revolving Commitments pursuant to Section 2.11(b) as a result of the delivery of a Reinvestment Notice.

“Reinvestment Event”: any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

“Reinvestment Notice”: a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to (a) acquire or repair assets useful in its business or (b) make acquisitions permitted under Section 7.7.

“Reinvestment Prepayment Amount”: with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair assets useful in the Borrower’s business or to make acquisitions permitted under Section 7.7.

“Reinvestment Prepayment Date”: with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair assets useful in the Borrower’s business with all or any portion of the relevant Reinvestment Deferred Amount.

“Related Eligible Assets”: Eligible Assets that secure or are the direct or indirect source of payment for AESOP Indebtedness, Securitization Indebtedness, Recourse Vehicle Indebtedness or Additional Foreign Vehicle Indebtedness.

other entity other than any Parent, Holdings, the Borrower or any of its Subsidiaries or (iii) withholding taxes on payments actually made by any Parent other than to any other Parent, Holdings, the Borrower or any of its Subsidiaries.

“Reorganization”: with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“Replaced Term Loan”: as defined in Section 10.1(b).

“Replacement Term Loan”: as defined in Section 10.1(b).

“Reportable Event”: any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under subsections .27, .28, .29, .30, .31, .32, .34 or .35 of PBGC Reg. § 4043.

“Required Lenders”: at any time, the holders of more than 50% of the sum of (i) (x) the aggregate unpaid principal amount of the Original Term Loans then outstanding ~~and~~ (y) the aggregate unpaid principal amount of the Tranche A Term Loans then outstanding and (z) the aggregate unpaid principal amount of the Tranche B Term Loans then outstanding and (ii) the Total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

“Requirements of Law”: as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court of competent jurisdiction or other Governmental Authority, in each case applicable to and binding upon such Person and any of its property, and to which such Person and any of its property is subject.

“Responsible Officer”: the chief executive officer, president, chief accounting officer, chief financial officer, treasurer or assistant treasurer of the Borrower.

“Restatement Effective Date”: the date on which the conditions specified in Section 5.1 are satisfied (or waived in accordance with Section 10.1).

“Restricted Payments”: as defined in Section 7.6.

“Revolving Commitment”: as to any Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Swingline Loans and Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading “Total Revolving Commitment” opposite such Lender’s name on Schedule 1.1A (as amended, supplemented or otherwise modified from time to time) or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof.

“Revolving Commitment Period”: the period from and including the Restatement Effective Date to the Revolving Termination Date.

“Revolving Extensions of Credit”: as to any Revolving Lender at any time, an amount equal to the sum of (a) the Dollar Equivalent of the aggregate principal amount of all Revolving Loans held by such Lender then outstanding, (b) the Dollar Equivalent of such Lender’s Revolving Percentage of the L/C Obligations then outstanding and (c) such Lender’s Revolving Percentage of the aggregate principal amount of Swingline Loans then outstanding.

“Revolving Facility”: as defined in the definition of “Facility”.

“Revolving Lender”: each Lender that has a Revolving Commitment or that holds Revolving Loans.

“Revolving Loans”: as defined in Section 2.4(a).

“Revolving Percentage”: as to any Revolving Lender at any time, the percentage which such Lender’s Revolving Commitment then constitutes of the Total Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender’s Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding, provided, that, in the event that the Revolving Loans are paid in full prior to the reduction to zero of the Total Revolving Extensions of Credit, the Revolving Percentages shall be determined in a manner designed to ensure that the other outstanding Revolving Extensions of Credit shall be held by the Revolving Lenders on a comparable basis.

“Revolving Termination Date”: the earlier of (a) May 3, 2016 or (b) 91 calendar days prior to the Original Term Loan Maturity Date unless on such date, the principal amount of the Original Term Loans that remain outstanding does not exceed \$100,000,000.

“S&P”: Standard & Poor’s Ratings Group.

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Securitization Entity”: any Subsidiary or other Person (a) engaged solely in the business of effecting asset securitization transactions and related activities or (b) whose primary purpose is to hold title or ownership interests in Eligible Assets, it being understood that each Canadian Securitization entity, shall be deemed to be a Securitization Entity.

“Securitization Indebtedness”: Indebtedness incurred by or attributable to a Securitization Entity that does not permit or provide for recourse (other than Standard Securitization Undertakings) to the Borrower or any Subsidiary of the Borrower (other than a Securitization Entity or a Foreign Subsidiary organized under the laws of Canada) or any property or asset of the Borrower or any Subsidiary of the Borrower (other than the property or assets of, or any equity interests or other securities issued by, a Securitization Entity or a Foreign Subsidiary organized under the laws of Canada).

“Security Documents”: the collective reference to the Guarantee and Collateral Agreement, the Mortgages and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

“Senior Unsecured Note Indenture”: the Indenture entered into by the Borrower and Avis Budget Finance in connection with the issuance of the Senior Unsecured Notes, together with all instruments and other agreements entered into by the Borrower, Avis Budget Finance and any other Subsidiary of the Borrower in connection therewith.

“Senior Unsecured 2019 Note Indenture”: the Indenture dated as of October 15, 2010 entered into by the Borrower and Avis Budget Finance in connection with the issuance of the Senior Unsecured Notes, together with all instruments and other agreements entered into by the Borrower, Avis Budget Finance and any other Subsidiary of the Borrower in connection therewith.

“Senior Unsecured Notes”: (i) the 7.625% senior notes of the Borrower and Avis Budget Finance due 2014, (ii) the 7.75% senior notes of the Borrower and Avis Budget Finance due 2016 and (iii) the floating rate senior notes of the Borrower and Avis Budget Finance due

2014 issued pursuant to the Senior Unsecured Note Indenture.

“Senior Unsecured 2019 Notes”: the 8.25% senior notes of the Borrower and Avis Budget Finance due 2019 issued pursuant to the Senior Unsecured 2019 Notes Indenture.

“Separation Agreement”: as described on Schedule 1.1D.

“Significant Subsidiary”: any Subsidiary that would be a “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X.

“Single Employer Plan”: any Plan that is covered by Title IV of ERISA, but that is not a Multiemployer Plan.

“Specified Cash Management Agreement”: any agreement providing for treasury, depository or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions between the Borrower or any Guarantor and any Lender or affiliate thereof or any Agent or affiliate thereof, which has been designated by such Lender and the Borrower, by notice to the Administrative Agent not later than 90 days after the execution and delivery by the Borrower or such Guarantor, as a “Specified Cash Management Agreement”.

“Specified Ratings”: the corporate credit rating assigned by Moody’s and the corporate issuer rating assigned by S&P, in each case, with respect to the Borrower. In the event that either Moody’s or S&P places the Borrower’s corporate credit rating on “Watchlist” for a possible downgrade in the case of Moody’s or the Borrowers’ corporate issuer rating on “CreditWatch” with negative implications in the case of S&P (or, in each case, any successor, replacement or analogous list) the Specified Rating from such rating agency shall be the next lower rating below the then corporate credit rating or the corporate issuer rating, as the case may be, of the Borrower assigned by such rating agency.

“Specified Swap Agreement”: any Swap Agreement entered into by the Borrower or any Guarantor and any counterparty that at the time such Swap Agreement was entered into was an Agent, Lender or affiliate thereof, to hedge or mitigate its risk with respect to interest rates, currency exchange rates or commodity prices, including, without limitation, Swap Agreements entered into by such parties with respect to AESOP Indebtedness, Recourse Vehicle Indebtedness, Securitization Indebtedness or Additional Foreign Vehicle Indebtedness.

“Specified Transaction”: the DTA Acquisition, the Avis Europe Acquisition and any Permitted Acquisition.

“Standard Securitization Undertakings”: representations, warranties (and any related repurchase obligations), servicer obligations, guarantees, covenants and indemnities entered into by the Borrower or any Subsidiary of the Borrower of a type that are reasonably customary in securitizations.

“Subsidiary”: (a) with respect to any Person, any corporation, association, joint venture, partnership, limited liability company or other business entity (whether now existing or hereafter organized) of which at least a majority of the voting stock or other ownership interests having ordinary voting power for the election of directors (or the equivalent) is, at the time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person or (b) any partnership where more than 50% of the general partners of such partnership are owned or controlled, directly or indirectly, by (i) such Person and/or (ii) one or more Subsidiaries of such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer

to a Subsidiary or Subsidiaries of the Borrower; provided, that, at Borrower's election, any Person in which an investment is made pursuant to Section 7.7(p) shall, so long as such investment is maintained in reliance on such Section, not be a "Subsidiary" of the Borrower for any purpose of this Agreement (other than Section 6.1) (each such Person referred to in this proviso being an "Excluded Person"); provided, further, that Borrower may elect to designate any Excluded Person as a "Subsidiary" at any time, upon which such Excluded Person shall be a "Subsidiary" for all purposes of this Agreement and be required to comply with all requirements applicable to such Subsidiary herein.

"Subsidiary Borrower": any Subsidiary of the Borrower that becomes a party hereto pursuant to Section 10.1(c)(i) until such time as such Subsidiary Borrower is removed as a party hereto pursuant to Section 10.1(c)(ii).

"Subsidiary Guarantor": each Subsidiary of the Borrower other than any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity.

"Swap Agreement": any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a "Swap Agreement".

"Swingline Commitment": the obligation of the Swingline Lender to make Swingline Loans pursuant to Section 2.6 in an aggregate principal amount at any one time outstanding not to exceed \$50,000,000.

"Swingline Lender": JPMorgan Chase Bank, in its capacity as the lender of Swingline Loans.

"Swingline Loans": as defined in Section 2.6.

"Swingline Participation Amount": as defined in Section 2.7.

"Syndication Agent": as defined in the preamble hereto.

"Target": as defined in the definition of "Permitted Acquisition".

"Tax Sharing Agreement": as described on Schedule 1.1E.

"Taxes" means any taxes, charges or assessments, including but not limited to income, sales, use, transfer, rental, ad valorem, value-added, stamp, property consumption, franchise, license, capital, net worth, gross receipts, excise, occupancy, intangibles or similar tax, charges or assessments, and including any interest, additions to tax or penalties applicable thereto.

"Term Lenders": the collective reference to the Original Term Lenders and the Tranche A Term Lenders.

"Term Loans": the collective reference to the Original Term Loans and the Tranche A Term Loans.

"Total Revolving Commitments": at any time, the aggregate amount of the Revolving Commitments then in effect.

“Total Revolving Extensions of Credit”: at any time, the aggregate amount of the Revolving Extensions of Credit of the Revolving Lenders outstanding at such time.

“Tranche A Term Commitment”: as to any Lender, the obligation of such Lender, if any, to make a Tranche A Term Loan to the Borrower on the Incremental Facilities Closing Date in a principal amount not to exceed the amount set forth under the heading “Tranche A Term Commitment” opposite such Lender’s name on Schedule 1.1A. The original aggregate amount of the Tranche A Term Commitments is \$20,000,000.

“Tranche A Term Facility”: as defined in the definition of “Facility”.

“Tranche A Term Lender”: each Lender that has a Tranche A Term Commitment or holds a Tranche A Term Loan.

“Tranche A Term Loan”: a Loan made pursuant to a Tranche A Term Commitment.

“Tranche A Term Percentage”: as to any Tranche A Term Lender at any time, the percentage which the aggregate principal amount of such Lender’s Tranche A Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche A Term Loans then outstanding.

“Tranche B Term Commitment”: as to any Lender, the obligation of such Lender, if any, to make a Tranche B Term Loan to the Borrower on the Tranche B Term Facility Funding Date in a principal amount not to exceed the amount set forth under the heading “Tranche B Term Commitment” opposite such Lender’s name on Schedule 1.1A. The original aggregate amount of the Tranche B Term Commitments is \$420,000,000.

“Tranche B Term Facility”: as defined in the definition of “Facility”.

“Tranche B Term Facility Closing Agent”: as defined in the Incremental Tranche B Term Facility Agreement.

“Tranche B Term Facility Funding Date”: as defined in the Incremental Tranche B Term Facility Agreement.

“Tranche B Term Facility Register”: as defined in Section 10.6(b).

“Tranche B Term Lender”: each Lender that has a Tranche B Term Commitment or holds a Tranche B Term Loan.

“Tranche B Term Loan”: a Loan made pursuant to a Tranche B Term Commitment.

“Tranche B Term Loan Maturity Date”: September 22, 2018.

“Tranche B Term Percentage”: as to any Tranche B Term Lender at any time, the percentage which the aggregate principal amount of such Lender’s Tranche B Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche B Term Loans then outstanding.

“Transferee”: any Assignee or Participant.

“Type”: as to any Loan, its nature as an ABR Loan or a Eurocurrency Loan.

“United States”: the United States of America.

“Wholly Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

“Withholding Agent”: any Loan Party and the Administrative Agent.

“WTH Funding LP”: WTH Funding Limited Partnership, an Ontario limited partnership, and any successor special purpose entity formed for the purpose of engaging in vehicle financings in Canada.

1.2 Other Definitional Provisions

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, all terms of an accounting or financial nature relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, as in effect from time to time; provided that, notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar effect) to value any Indebtedness or other liabilities of any Group Member at “fair value”, as defined therein; provided, further, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after the change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding anything to the contrary herein, any obligations of a Person under a lease (whether existing now or entered into in the future) that is not (or would not be) required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP as in effect on the Restatement Effective Date shall not be treated as capital lease solely as a result (x) the adoption of changes in or (y) changes in the application of GAAP after the Restatement Effective Date.

(c) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (ii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iii) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (iv) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(d) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(e) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2.1 Term Commitments. Subject to the terms and conditions hereof, (a) each Original Term Lender severally agrees to make a term loan (aan “Original Term Loan”) in Dollars to the Borrower on the Closing Date in an amount not to exceed the amount of the Original Term Commitment of such Lender ~~and~~, (b) each Tranche A Term Lender severally agrees to make a term loan (a “Tranche A Term Loan”) in Dollars to the Borrower on the Incremental Facilities Closing Date in an amount not to exceed the amount of the Tranche A Term Commitment of such Lender and (c) each Tranche B Term Lender severally agrees to, subject to the terms and conditions set forth in the Incremental Tranche B Term Facility Agreement, make a term loan (a “Tranche B Term Loan”) in Dollars to the Borrower on the Tranche B Term Facility Funding Date in an amount not to exceed the amount of the Tranche B Term Commitment of such Lender. The Original Term Loans, the Tranche A Term Loans and the Tranche AB Term Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.12.

2.2 Procedure for Term Loan Borrowing. (a) The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to (i) 12:00 Noon, New York City time, three Business Days prior to the anticipated Closing Date, in the case of Eurocurrency Loans, or (ii) 10:00 A.M., New York City time, on the day of the anticipated Closing Date, in the case of ABR Loans) requesting that the Original Term Lenders make the Original Term Loans on the Closing Date and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent shall promptly notify each Original Term Lender thereof. Not later than 12:00 Noon, New York City time, on the Closing Date, each Original Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Original Term Loan or Original Term Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Original Term Lenders in immediately available funds.

(b) The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to (i) 12:00 Noon, New York City time, three Business Days prior to the anticipated Incremental Facilities Closing Date, in the case of Eurocurrency Loans, or (ii) 10:00 A.M., New York City time, on the day of the anticipated Incremental Facilities Closing Date, in the case of ABR Loans) requesting that the Tranche A Term Lenders make the Tranche A Term Loans on the Incremental Facilities Closing Date and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent shall promptly notify each Tranche A Term Lender thereof. Subject to the terms and conditions set forth in the Incremental Facilities Agreement, not later than 12:00 Noon, New York City time, on the Incremental Facilities Closing Date, each Tranche A Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Tranche A Term Loan or Tranche A Term Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Tranche A Term Lenders in immediately available funds.

(c) The Borrower shall give the Tranche B Term Facility Closing Agent irrevocable notice (which notice must be received by the Tranche B Term Facility Closing Agent prior to (i) 12:00 Noon, New York City time, three Business Days prior to the anticipated Tranche B Term Facility Funding Date, in the case of Eurocurrency Loans, or (ii) 10:00 A.M., New York City time, on the day of the anticipated Tranche B Term Facility Funding Date, in the case of ABR Loans) requesting that the Tranche B Term Lenders make the Tranche B Term Loans on the Tranche B Term Facility Funding Date and specifying the amount to be borrowed. Upon receipt of such notice the Tranche B Term Facility Closing Agent shall promptly notify each Tranche B Term Lender thereof.

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Subject to the terms and conditions set forth in the Incremental Tranche B Term Facility Agreement, not later than 12:00 Noon, New York City time, on the Tranche B Term Facility Funding Date, each Tranche B Term Lender shall make available to the Tranche B Term Facility Closing Agent at the Funding Office an amount in immediately available funds equal to the Tranche B Term Loan or Tranche B Term Loans to be made by such Lender. On the Tranche B Term Facility Closing Date, subject to the terms and conditions set forth in the Incremental Tranche B Term Facility Agreement, the Tranche B Term Facility Closing Agent shall credit the account of the Borrower on the books of such office of the Tranche B Term Facility Closing Agent with the aggregate of the amounts made available to the Tranche B Term Facility Closing Agent by the Tranche B Term Lenders in immediately available funds.

2.3 Repayment of Term Loans.

(a) The Original Term Loans shall be repayable on each date set forth below in an amount equal to such Original Term Loan Lender's Original Term Percentage multiplied by the amount set forth below opposite such date, subject to reduction pursuant to Section 2.17(b):

Installment	Principal Amount
April 30, 2010	\$769,012.15
July 30, 2010	\$769,012.15
October 31, 2010	\$769,012.15
January 31, 2011	\$769,012.15
April 29, 2011	\$769,012.15
July 29, 2011	\$769,012.15
October 31, 2011	\$769,012.15
January 31, 2012	\$769,012.15
April 30, 2012	\$769,012.15
July 31, 2012	\$769,012.15
October 31, 2012	\$769,012.15
January 31, 2013	\$769,012.15
April 30, 2013	\$769,012.15
July 31, 2013	\$769,012.15
October 31, 2013	\$769,012.15
January 31, 2014	\$769,012.15
Original Term Loan Maturity Date	\$260,475,400.97

(b) The Tranche A Term Loans shall be repayable on each date set forth below in an amount equal to such Tranche A Term Loan Lender's Tranche A Term Percentage multiplied by the amount set forth below opposite such date, subject to reduction pursuant to Section 2.17(b):

Installment	Principal Amount
January 31, 2012	\$175,000
April 30, 2012	\$175,000
July 31, 2012	\$175,000
October 31, 2012	\$175,000
January 31, 2013	\$375,000
April 30, 2013	\$375,000
July 31, 2013	\$375,000
October 31, 2013	\$375,000
January 31, 2014	\$500,000
April 30, 2014	\$500,000
July 31, 2014	\$500,000
October 31, 2014	\$500,000
January 31, 2015	\$625,000
April 30, 2015	\$625,000

July 31, 2015	\$625,000
October 31, 2015	\$625,000
January 31, 2016	\$3,325,000
April 30, 2016	\$3,325,000
Revolving Termination Date	\$6,650,000

(c) The Tranche B Term Loans shall be repayable in installments on each April 30, July 31, October 31 and January 31 of each year, commencing with January 31, 2012, and ending with the Tranche B Term Loan Maturity Date, in an aggregate principal amount equal to (i) in the case of each such installment due prior to the Tranche B Term Loan Maturity Date, 0.25% of the aggregate principal amount of Tranche B Term Loans made on the Tranche B Term Facility Funding Date and (ii) in the case of the installment due on the Tranche B Term Loan Maturity Date, the entire remaining balance of the Tranche B Term Loans, subject to reduction pursuant to Section 2.17(b).

2.4 Revolving Commitments.

(a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans (“Revolving Loans”) in Dollars and in any Optional Currency to the Borrower or any Subsidiary Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender’s Revolving Percentage of the sum of the Dollar Equivalent of (i) the L/C Obligations then outstanding and (ii) the aggregate principal amount of the Swingline Loans then outstanding, does not exceed the amount of such Lender’s Revolving Commitment. During the Revolving Commitment Period the Borrower and any Subsidiary Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Borrower or any Subsidiary Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.12. ABR Loans shall be denominated only in Dollars.

(b) The Borrower and any relevant Subsidiary Borrower shall repay all outstanding Revolving Loans on the Revolving Termination Date.

2.5 Procedure for Revolving Loan Borrowing. The Borrower and any Subsidiary Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day, provided that the Borrower or the relevant Subsidiary Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to (a) 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date, in the case of Eurocurrency Loans, or (b) 12:00 Noon, New York City Time, on the date of the proposed borrowing, in the case of ABR Loans) (provided that any such notice of a borrowing of ABR Loans under the Revolving Facility to finance payments required by Section 3.5 may be given not later than 12:00 Noon, New York City time, on the date of the proposed borrowing), specifying (i) the amount and Type of Revolving Loans to be borrowed, (ii) the requested Borrowing Date and (iii) in the case of Eurocurrency Loans, the respective amounts of each such Type of Loan, the Currency with respect thereto and the respective lengths of the initial Interest Period therefor. If no election as to the Type of a Revolving Loan is specified in any such notice, then the requested borrowing shall be an ABR Loan. If no Currency with respect to any Eurocurrency Loans is specified in any such notice, then the Borrower or the relevant Subsidiary Borrower shall be deemed to have requested a borrowing in Dollars. If no Interest Period with respect to any Eurocurrency Loan is specified in any such notice, then the Borrower or the relevant Subsidiary Borrower shall be deemed to have selected an Interest Period of one month’s duration. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, \$1,000,000 or a whole multiple thereof (or, if the then aggregate Available Revolving Commitments are less than \$1,000,000, such lesser amount) and (y) in the case of Eurocurrency Loans, \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof; provided, that the Swingline Lender may request, on behalf of the Borrower or any Subsidiary Borrower, borrowings under the

Revolving Commitments that are ABR Loans in other amounts pursuant to Section 2.7. Upon receipt of any such notice from the Borrower or any Subsidiary Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower or the relevant Subsidiary Borrower at the Funding Office prior to 2:00 P.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower or the relevant Subsidiary Borrower by the Administrative Agent crediting the account of the Borrower or the relevant Subsidiary Borrower on the books of such office or such other account as the Borrower or relevant Subsidiary Borrower may specify to the Administrative Agent in writing with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent.

2.6 Swingline Commitment. (a) Subject to the terms and conditions hereof, the Swingline Lender agrees to make a portion of the credit otherwise available to the Borrower and any Subsidiary Borrower under the Revolving Commitments from time to time during the Revolving Commitment Period by making swing line loans ("Swingline Loans") in Dollars to the Borrower and any Subsidiary Borrower; provided that (i) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed the Swingline Commitment then in effect (notwithstanding that the Swingline Loans outstanding at any time, when aggregated with the Swingline Lender's other outstanding Revolving Loans, may exceed the Swingline Commitment then in effect) and (ii) the Borrower or the relevant Subsidiary Borrower shall not request, and the Swingline Lender shall not make, any Swingline Loan if, after giving effect to the making of such Swingline Loan, the aggregate amount of the Available Revolving Commitments would be less than zero. During the Revolving Commitment Period, the Borrower and any Subsidiary Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swingline Loans shall be ABR Loans only.

(b) The Borrower or relevant Subsidiary Borrower shall repay to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving Termination Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least two Business Days after such Swingline Loan is made; provided that on each date that a Revolving Loan is borrowed, the Borrower or relevant Subsidiary Borrower shall repay all Swingline Loans then outstanding.

2.7 Procedure for Swingline Borrowing; Refunding of Swingline Loans. (a) Whenever the Borrower or any Subsidiary Borrower desires that the Swingline Lender make Swingline Loans it shall give the Swingline Lender irrevocable telephonic notice confirmed promptly in writing (which telephonic notice must be received by the Swingline Lender not later than 1:00 P.M., New York City time, on the proposed Borrowing Date), specifying (i) the amount to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Commitment Period). Each borrowing under the Swingline Commitment shall be in an amount equal to \$500,000 or a whole multiple of \$100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lender. The Administrative Agent shall make the proceeds of such Swingline Loan available to the Borrower or relevant Subsidiary Borrower on such Borrowing Date by depositing such proceeds in the account of the Borrower or relevant Subsidiary Borrower with the Administrative Agent or such other account as the Borrower or relevant Subsidiary Borrower may specify to the Administrative Agent in writing on such Borrowing Date in immediately available funds.

(b) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower or relevant Subsidiary Borrower (each of which hereby irrevocably directs the Swingline Lender to act on its behalf), on one Business Day's notice given by

the Swingline Lender no later than 12:00 Noon, New York City time, request each Revolving Lender to make, and each Revolving Lender hereby agrees to make, a Revolving Loan, in an amount equal to such Revolving Lender's Revolving Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay the Swingline Lender. Each Revolving Lender shall make the amount of such Revolving Loan available to the Administrative Agent at the Funding Office in immediately available funds, not later than 10:00 A.M., New York City time, one Business Day after the date of such notice. The proceeds of such Revolving Loans shall be immediately made available by the Administrative Agent to the Swingline Lender for application by the Swingline Lender to the repayment of the Refunded Swingline Loans. The Borrower and relevant Subsidiary Borrower irrevocably authorize the Swingline Lender to charge the Borrower's and relevant Subsidiary Borrower's accounts with the Administrative Agent (up to the amount available in each such account) in order to immediately pay the amount of such Refunded Swingline Loans to the extent amounts received from the Revolving Lenders are not sufficient to repay in full such Refunded Swingline Loans.

(c) If prior to the time a Revolving Loan would have otherwise been made pursuant to Section 2.7(b), one of the events described in Section 8(f) shall have occurred and be continuing with respect to the Borrower or relevant Subsidiary Borrower or if for any other reason, as determined by the Swingline Lender in its sole discretion, Revolving Loans may not be made as contemplated by Section 2.7(b), each Revolving Lender shall, on the date such Revolving Loan was to have been made pursuant to the notice referred to in Section 2.7(b), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to (i) such Revolving Lender's Revolving Percentage times (ii) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such Revolving Loans.

(d) Whenever, at any time after the Swingline Lender has received from any Revolving Lender such Lender's Swingline Participation Amount, the Swingline Lender receives any payment on account of the Swingline Loans, the Swingline Lender will distribute to such Lender its Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lender is required to be returned, such Revolving Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

(e) Each Revolving Lender's obligation to make the Loans referred to in Section 2.7(b) and to purchase participating interests pursuant to Section 2.7(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Lender or the Borrower or any Subsidiary Borrower may have against the Swingline Lender, the Borrower or any Subsidiary Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any Subsidiary Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any Subsidiary Borrower, any other Loan Party or any other Revolving Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.8 Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the date hereof to the last day of the Revolving Commitment Period, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date, commencing on the first such date to occur after the date hereof.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.9 Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans and Swingline Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Any such reduction shall be in an amount equal to \$1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Commitments then in effect. Each notice delivered by the Borrower pursuant to this Section 2.9 shall be irrevocable; provided, that a notice to terminate the Revolving Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or a Change in Control, in either case, which such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Notwithstanding the foregoing, the revocation of a termination notice shall not affect the Borrower's obligation to indemnify any Lender in accordance with Section 2.20 for any loss or expense sustained or incurred as a consequence thereof.

2.10 Optional Prepayments. (a) The Borrower and any relevant Subsidiary Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty (except in the case of Tranche B Term Loans as otherwise provided in paragraph (b) below) upon irrevocable notice (except as otherwise provided below) delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three Business Days prior thereto, in the case of Eurocurrency Loans, and no later than 12:00 Noon, New York City time, on the day of such prepayment, in the case of ABR Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurocurrency Loans or ABR Loans; provided, that if a Eurocurrency Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower or relevant Subsidiary Borrower shall also pay any amounts owing pursuant to Section 2.20; provided, further, that such notice to prepay the Loans delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or a Change in Control, in either case, which such notice may be revoked by the Borrower (by further notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Notwithstanding the foregoing, the revocation of a termination notice shall not affect the Borrower's obligation to indemnify any Lender in accordance with Section 2.20 for any loss or expense sustained or incurred as a consequence thereof. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of Revolving Loans that are ABR Loans and Swingline Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans and Revolving Loans shall be in an aggregate principal amount of \$1,000,000 or a whole multiple thereof. Partial prepayments of Swingline Loans shall be in an aggregate principal amount of \$100,000 or a whole multiple thereof.

(b) Any (i) optional prepayment of the Tranche B Term Loans using proceeds of any Indebtedness incurred by the Borrower for which, the interest rate payable thereon on the date of such prepayment is lower than the Eurocurrency Rate on the date of such prepayment plus the Applicable Margin with respect to the Tranche B Term Loans on the date of such prepayment with the primary purpose of refinancing Tranche B Term Loans at a lower interest rate or (ii) repricing of the Tranche B Term Loans pursuant to an amendment to this Agreement resulting in the interest rate payable thereon on the date of such amendment being lower than the Eurocurrency Rate on the date immediately prior to such amendment plus the Applicable Margin with respect to the Tranche B Term Loans on the date immediately prior to such amendment, shall be accompanied by a prepayment fee equal to 1.00% of the aggregate principal amount of such prepayment (or, in the case of clause (ii))

above, of the aggregate amount of Tranche B Term Loans outstanding immediately prior to such amendment) if made on or prior to the first anniversary of the Tranche B Term Facility Funding Date. Such fee shall be paid by the Borrower to the Administrative Agent for the account of the Tranche B Term Lenders on the date of such prepayment or amendment (as the case may be).

2.11 Mandatory Prepayments. (a) If any Indebtedness shall be issued or incurred by any Group Member (excluding any Indebtedness incurred in accordance with Section 7.2), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied on the date of such issuance or incurrence, or in the event such Net Cash Proceeds are received after 12:00 Noon, New York City time, on the next Business Day, toward the prepayment of the Term Loans as set forth in Section 2.11(c).

(b) If on any date any Loan Party shall receive Net Cash Proceeds from any Asset Sale or Recovery Event then, unless a Reinvestment Notice shall be delivered in respect thereof, 100% of such Net Cash Proceeds or, in the case of any Disposition permitted by Section 7.5(f), 100% of such Net Cash Proceeds, shall be applied within three Business Days toward the prepayment of the Term Loans as set forth in Section 2.11(c); provided that on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 2.11(c).

(c) Amounts to be applied in connection with prepayments of the outstanding Term Loans pursuant to this Section 2.11 shall be applied, first, to ABR Loans and, second, to Eurocurrency Loans and, in each case, in accordance with Section 2.17(b). Each prepayment of the Term Loans under this Section 2.11 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid. If no Term Loans are outstanding, such remaining amounts shall be retained by the relevant Group Member.

2.12 Conversion and Continuation Options. (a) The Borrower or any Subsidiary Borrower may elect from time to time to convert Eurocurrency Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 11:00 A.M., New York City time, on the Business Day preceding the proposed conversion date, provided that any such conversion of Eurocurrency Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower or any Subsidiary Borrower may elect from time to time to convert ABR Loans to Eurocurrency Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor), provided that no ABR Loan under a particular Facility may be converted into a Eurocurrency Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any Eurocurrency Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower or relevant Subsidiary Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans, provided that no Eurocurrency Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations (and the Administrative Agent shall notify the Borrower within a reasonable amount of time of any such determination), and provided, further, that if the Borrower or such Subsidiary Borrower shall fail to give any required notice as described above in this paragraph such Loans shall be automatically continued as Eurocurrency Loans having an Interest Period of one month in duration or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to ABR Loans on the last day of such

then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.13 Limitations on Eurocurrency Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurocurrency Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that, (a) after giving effect thereto, the aggregate principal amount of the Eurocurrency Loans comprising each Eurocurrency Tranche shall be equal to \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof and (b) no more than ten Eurocurrency Tranches shall be outstanding at any one time.

2.14 Interest Rates and Payment Dates. (a) Each Eurocurrency Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurocurrency Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

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

2.15 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower or relevant Subsidiary Borrower and the relevant Lenders of each determination of a Eurocurrency Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower or relevant Subsidiary Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower, any Subsidiary Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower or any Subsidiary Borrower, deliver to the Borrower or such Subsidiary Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.14(a).

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower or relevant Subsidiary Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurocurrency Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurocurrency Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower or relevant Subsidiary Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (w) any Eurocurrency Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (x) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurocurrency Loans shall be continued as ABR Loans and (y) any outstanding Eurocurrency Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurocurrency Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower nor any Subsidiary Borrower have the right to convert Loans under the relevant Facility to Eurocurrency Loans.

2.17 Pro Rata Treatment and Payments. (a) Each borrowing of Revolving Loans by the Borrower or any Subsidiary Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Revolving Percentages of the relevant Lenders.

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders; provided that at the option of the Borrower, all or a portion of any optional prepayments of the Term Loans made in accordance with Section 2.10 may be applied to repay the Term Loans as directed by the Borrower. The amount of each such optional principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Original Term Loans, Tranche A Term Loans and Tranche AB Term Loans as directed by the Borrower. Amounts prepaid on account of the Term Loans may not be reborrowed.

(c) Each payment (including each prepayment) by the Borrower or any Subsidiary Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders.

(d) All payments (including prepayments) to be made by the Borrower or any Subsidiary Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 1:00 P.M., New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars or in any other applicable currency and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurocurrency Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurocurrency Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another

calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension. Any obligation under this Agreement denominated in currency other than Dollars should be payable in such currency unless the obligor, the obligee and the Administrative Agent shall otherwise agree.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower or any Subsidiary Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate up to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower or relevant Subsidiary Borrower.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower or relevant Subsidiary Borrower prior to the date of any payment due to be made by the Borrower or such Subsidiary Borrower hereunder that the Borrower or such Subsidiary Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower or such Subsidiary Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower or relevant Subsidiary Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower or any Subsidiary Borrower.

2.18 Requirements of Law. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject any Lender to any additional tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any Application or any Eurocurrency Loan made by it (except for taxes addressed by Section 2.19 (including any Excluded Taxes) and changes in the rate of tax on the overall net or gross income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurocurrency Rate; or

(iii) shall impose on such Lender any other condition not described in (or excepted from) the foregoing (i) and (ii);

and the result of any of the foregoing is to increase the cost to such Lender by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining Eurocurrency Loans or issuing or participating in Letters of Credit, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower or relevant Subsidiary Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower or relevant Subsidiary Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower or relevant Subsidiary Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrower or relevant Subsidiary Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than six months prior to the date that such Lender notifies the Borrower or such Subsidiary Borrower of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect. The obligations of the Borrower or relevant Subsidiary Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(d) Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall, in each case, be deemed to be a change in a Requirement of Law, regardless of the date enacted, adopted, issued or implemented.

2.19 Taxes. (a) All payments made by or on behalf of the Borrower or any Subsidiary Borrower under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding (a) net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or any Lender by the jurisdiction (or any political subdivision or taxing authority thereof or therein) under the laws of which the Administrative Agent or such Lender is organized or incorporated or in which its principal office is located or, in the case of any Lender, in which its

applicable lending office is located, and any taxes imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) and (b) any branch profit taxes imposed by the United States or any similar tax imposed by any other Governmental Authority; provided that, if any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings (“Non-Excluded Taxes”) or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder, as determined in good faith by the applicable Withholding Agent, (x) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (y) the amounts so payable by the Borrower or applicable Subsidiary Borrower to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made, provided further, however, that neither the Borrower nor any Subsidiary Borrower shall be required to increase any such amounts payable to any Lender with respect to any Taxes (i) that are attributable to such Lender’s failure to comply with the requirements of paragraph (e) or (f) of this Section, (ii) that are United States withholding taxes resulting from any Requirement of Law (including FATCA) in effect on (and, in the case of FATCA, including any regulations or official interpretations thereof issued after) the date such Lender becomes a party to this Agreement (or designates a new lending office or offices) except, in the case of an assignment or designation of a new lending office, to the extent that the Lender making such assignment or designation was entitled, at the time of such assignment or designation, to receive additional amounts from the Borrower or the relevant Subsidiary Borrower with respect to Non-Excluded Taxes pursuant to this section or (iii) that are imposed as a result of a Lender’s gross negligence or willful misconduct (amounts described in the foregoing clauses (a), (b), (i), (ii) and (iii), “Excluded Taxes”).

(b) In addition, the Borrower or any relevant Subsidiary Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower or any Subsidiary Borrower, as promptly as possible thereafter the Borrower or such Subsidiary Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt received by the Borrower or such Subsidiary Borrower showing payment thereof. If (i) the Borrower or any Subsidiary Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) the Borrower or any Subsidiary Borrower fails to remit to the Administrative Agent the required receipts or other required documentary evidence or (iii) any Non-Excluded Taxes or Other Taxes are imposed directly upon the Administrative Agent or any Lender, the Borrower and each Subsidiary Borrower shall indemnify the Administrative Agent and the Lenders for such amounts and any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure, in the case of (i) and (ii), or any such direct imposition, in the case of (iii).

(d) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) Each Lender (or Transferee) (i) that is not a “United States Person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) (x) two copies of either U.S. IRS Form W-8BEN, Form W-8ECI or Form W-8IMY (together with any applicable underlying IRS forms) (y) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of “portfolio interest”, a statement substantially in the form of Exhibit F and the applicable Form W-8, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement and the other Loan Documents, or (z) any other form prescribed by applicable requirements of U.S. federal income tax law (including FATCA) as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made and (ii) that is a “United States Person” as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent (or in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of U.S. Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Such forms shall be delivered by each Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender at any other time prescribed by applicable law or as reasonably requested by the Borrower. Each Non-U.S. Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (and any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this Section, a Non -U.S. Lender shall not be required to deliver any form pursuant to this Section that such Non -U.S. Lender is not legally able to deliver.

(f) A Lender or Transferee that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Borrower or any Subsidiary Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate; provided that such Lender is legally entitled to complete, execute and deliver such documentation.

(g) If the Administrative Agent, any Transferee or any Lender determines, in its sole good faith discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or any Subsidiary Borrower or with respect to which the Borrower or any Subsidiary Borrower has paid additional amounts pursuant to Section 2.18 or this Section 2.19, it shall pay over such refund to the Borrower or such Subsidiary Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or such Subsidiary Borrower under Section 2.18 or this Section 2.19 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Transferee or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower or such Subsidiary Borrower, upon the request of the Administrative Agent, such Transferee or such Lender, agrees to repay the amount paid over to the Borrower or such Subsidiary Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Transferee or such Lender in the event the Administrative Agent, such Transferee or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative

Agent, any Transferee or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower, any Subsidiary Borrower or any other Person.

(h) Each Assignee shall be bound by this Section 2.19.

(i) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.20 Indemnity. The Borrower or relevant Subsidiary Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any actual loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower or relevant Subsidiary Borrower in making a borrowing of, conversion into or continuation of Eurocurrency Loans after the Borrower or such Subsidiary Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower or relevant Subsidiary Borrower in making any prepayment of or conversion from Eurocurrency Loans after the Borrower or such Subsidiary Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurocurrency Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount up to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin and any minimum Eurocurrency Rate to the extent in effect, included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurocurrency market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower or relevant Subsidiary Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.21 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or any Subsidiary Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a).

2.22 Replacement of Lenders. The Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 2.18 or 2.19(a), (b) becomes a Defaulting Lender or (c) fails to give its consent for any issue requiring the consent of 100% of the Lenders or all affected Lenders (and such Lender is an affected Lender) and for which Lenders holding 51% of the Loans and/or Commitments required for such vote have consented, with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) prior to any such replacement, such Lender shall have taken no action under Section 2.21 so as to eliminate the continued need for payment of amounts owing pursuant to Section 2.18 or 2.19(a), (iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (v) the Borrower shall be liable to such replaced Lender under Section 2.20 if any Eurocurrency Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto,

(vi) the replacement financial institution shall be reasonably satisfactory to the Administrative Agent, (vii) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein), (viii) until such time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.18 or 2.19(a), as the case may be, and (ix) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

2.23 Incremental Facilities.

(a) (i) After the Restatement Effective Date and before the Original Term Loan Maturity Date (with respect to Original Term Loans) ~~and, the Tranche B Term Loan Maturity Date (with respect to Tranche B Term Loans)~~, the Revolving Termination Date (with respect to Revolving Loans and Tranche A Term Loans), as applicable, the Borrower, by written notice to the Administrative Agent, may request the establishment of (x) one or more additional tranches of term loans (the commitments thereto, the "Incremental Term Loan Commitments") and/or (y) one or more increases in the Revolving Commitments (the "Incremental Revolving Commitments"; together with the Incremental Term Loan Commitments, the "Incremental Loan Commitments"); provided that (x) each such request shall be for not less than \$25,000,000 (or such lesser amount up to the Maximum Incremental Facilities Amount) and (y) after giving effect to each such request, the aggregate principal amount (the "Maximum Incremental Facilities Amount") of the Incremental Loan Commitments shall not exceed \$785,000,000 plus the amount of the Term Loans repaid with the proceeds of (1) Senior Unsecured 2019 Notes or (2) any Incremental Term Loans; provided further, that the Maximum Incremental Facilities Amount shall be increased by an additional \$200,000,000 upon consummation of the DTA Acquisition Step 1 in accordance with the terms and conditions set forth herein, and (ii) after the Restatement Effective Date and before the Term Loan Maturity Date, the Borrower, by written notice to Administrative Agent, may also request the establishment of a synthetic letter of credit facility (the "Incremental Synthetic L/C Facility"; the commitments thereto, the "Incremental Synthetic L/C Commitments"; and, together with the Incremental Loan Commitments, the "Incremental Commitments"); provided that (x) each such request shall be for not less than \$25,000,000 (or such lesser amount up to the Maximum Incremental Synthetic Facility Amount) and (y) after giving effect to each such request, the aggregate principal amount (the "Maximum Incremental Synthetic Facility Amount") of the Incremental Synthetic L/C Commitments shall not exceed \$200,000,000. Each such notice shall specify the date (each, an "Increased Amount Date") on which the Borrower proposes that the Incremental Commitments shall be effective, which shall be a date not less than 10 Business Days after the date on which such notice is delivered to the Administrative Agent. The Borrower may approach any Lender or any Person to provide or arrange all or a portion of the Incremental Commitments; provided that (i) no Lender will be required to provide such Incremental Commitment and (ii) any entity providing all or a portion of the Incremental Commitments other than a Lender, an affiliate of a Lender or an Approved Fund, shall be reasonably acceptable to the Administrative Agent (with such acceptance by the Administrative Agent to not be unreasonably withheld or delayed).

(b) In each case, such Incremental Commitments shall become effective as of the applicable Increased Amount Date, provided that

(i) except for any Incremental Loan Commitment in connection with the DTA Acquisition and the Tranche A Term Loans, no Default or Event of Default shall have occurred and be continuing on such Increased Amount Date before or after giving effect to such Incremental Commitments,

(ii) except for any Incremental Loan Commitment in connection with the DTA Acquisition or the Avis Europe Acquisition, the Borrower shall be in compliance with Section 7.1 as of the most recently ended fiscal quarter after giving effect to such Incremental

Commitments (provided, in the case of the Incremental Synthetic Facility, not giving effect to any deemed usage thereof),

(iii) the weighted average life to maturity of any Incremental Term Loan (other than any Incremental Tranche A Term Loan) shall be greater than or equal to the then-remaining weighted average life to maturity of the Term Loans,

(iv) the maturity date of the Incremental Synthetic L/C Facility shall be no earlier than the Final Term Loan Maturity Date,

(v) the interest rate margin in respect of any Incremental Revolving Loans that is in effect on the Increased Amount Date (after giving effect to original issue discount (“OID”) or upfront fees, (which shall be deemed to constitute like amounts of OID, with OID being equated to interest rates in a manner determined by the Administrative Agent based on a four-year life to maturity) paid to all of the Incremental Revolving Lenders in connection therewith but excluding any customary arrangement, commitment or other similar fees payable to one or more arrangers (or their affiliates) in connection therewith) shall not exceed the sum of (x) the Applicable Margin for the Revolving Loans made pursuant to the Revolving Commitments that is in effect on the Increased Amount Date, and (y) the OID or the upfront fees paid to all of the Lenders in respect of such Revolving Commitments, which shall be equated to interest rate based on a four-year life to maturity, or if it does so exceed the sum of such Applicable Margin and such fees, such Applicable Margin for the Revolving Loans made pursuant to the Revolving Commitments, shall be increased so that the interest rate margin in respect of such Incremental Revolving Loans that is in effect on the Increased Amount Date (giving effect to any OID issued or such upfront fees paid to all of the Incremental Lenders in connection therewith as set forth above) is no greater than the sum of (x) the Applicable Margin for the Revolving Loans made pursuant to the Revolving Commitments that is in effect on the Increased Amount Date, and (y) the OID or the upfront fees paid to all of the Lenders in respect of such Revolving Commitments,

(vi) (x) with respect to the Term Loans (other than the Tranche A Term Loans, any other Incremental Tranche A Term Loans and the Tranche B Term Loans), if the final maturity date of any Incremental Term Loans is not at least one year later than the Final Term Loan Maturity Date, the interest rate margin in respect of such Incremental Term Loans (except for any Incremental Tranche A Term Loans) (after giving effect to OID or upfront fees paid to all of the Incremental Term Loan Lenders in connection therewith but excluding any customary arrangement, commitment or other similar fees payable to one or more arrangers (or their affiliates) in connection therewith) (with fees and OID being equated to interest rate in the manner set forth above)) shall not exceed by more than 50 basis points the sum of ~~(x1)~~ the Applicable Margin for the Term Loans that is in effect on the Increased Amount Date (other than the Tranche A Term Loans ~~and~~, any other Incremental Tranche A Term Loans and the Tranche B Term Loans), and ~~(y2)~~ the upfront fees paid to all of the Lenders in respect of such Term Loans, which shall be equated to interest rate based on a four-year life to maturity, or if it does so exceed by more than 50 basis points the sum of such Applicable Margin and such fees, the Applicable Margin for such Term Loans shall be increased so that the interest rate margin in respect of such Incremental Term Loans (after giving effect to any OID issued or such upfront fees paid to all of the Incremental Term Loan Lenders in connection therewith as set forth above) is no greater than the sum of ~~(x1)~~ the Applicable Margin for such Term Loans that is in effect on the Increased Amount Date, ~~(y2)~~ the OID or upfront fees paid to all of the Lenders in respect of such Term Loans and ~~(z3)~~ 50 basis points, and (y) with respect to the Tranche B Term Loans, the interest rate margin in respect of any Incremental Term Loans (except for any Incremental Tranche A Term Loans) incurred after the Tranche B Term Facility Funding Date (after giving effect to OID or upfront fees paid to all of the Incremental Term Loan Lenders in connection therewith but excluding any customary arrangement, commitment or other similar fees payable to one or

more arrangers (or their affiliates) in connection therewith) (with fees and OID being equated to interest rate in the manner set forth above)) shall not exceed by more than 50 basis points the sum of (1) the Applicable Margin for the Tranche B Term Loans that is in effect on the Increased Amount Date, and (2) the upfront fees paid to all of the Tranche B Term Lenders in respect of such Tranche B Term Loans, which shall be equated to interest rate based on a four-year life to maturity, or if it does so exceed by more than 50 basis points the sum of such Applicable Margin and such fees, the Applicable Margin for such Tranche B Term Loans shall be increased so that the interest rate margin in respect of such Incremental Term Loan (after giving effect to any OID issued or such upfront fees paid to all of the Incremental Term Loan Lenders in connection therewith as set forth above) is no greater than the sum of (1) the Applicable Margin for such Tranche B Term Loans that is in effect on the Increased Amount Date, (2) the OID or upfront fees paid to all of the Tranche B Term Lenders in respect of such Tranche B Term Loans and (3) 50 basis points,

(vii) if the final maturity date of any Incremental Synthetic L/C Facility is not at least one year later than the Final Term Loan Maturity Date, the interest rate margin in respect of such Incremental Synthetic L/C Facility (after giving effect to OID or upfront fees paid to all of the Lenders participating in such Incremental Synthetic L/C Facility in connection therewith but excluding any customary arrangement, commitment or other similar fees payable to one or more arrangers (or their affiliates) in connection therewith)(with fees and OID being equated to interest rate in the manner set forth above)) shall not exceed by more than 50 basis points the sum of (x) the Applicable Margin for the Term Loans, and (y) the upfront fees paid to all of the Lenders in respect of their Term Loans, which shall be equated to interest rate based on a four-year life to maturity, or if it does so exceed by more than 50 basis points the sum of such Applicable Margin and such fees, such Applicable Margin for the Term Loans shall be increased so that the interest rate margin in respect of such Incremental Synthetic L/C Facility (giving effect to any OID issued or such upfront fees paid to all of the Incremental Synthetic L/C Lenders in connection therewith as set forth above) is no greater than the sum of (x) the Applicable Margin for the Term Loans that is in effect on the Increased Amount Date, (y) the upfront fees paid to all of the Lenders in respect of their Term Loans and (z) 50 basis points; provided, further, that the interest margin in respect of such Incremental Synthetic L/C Facility may be increased by an additional 200 basis points in the form of an additional OID or upfront fees if reasonably necessary after increasing the Applicable Margin for the Term Loans as set forth in this clause (vii), and

(viii) the Increment Revolving Commitments, the Incremental Term Loan Commitments or the Incremental Synthetic L/C Commitments shall be effected, in each case, pursuant to one or more incremental commitment agreements in a form reasonably acceptable to the Administrative Agent (each, a "Incremental Commitment Agreement") executed and delivered by the Borrower, the applicable Incremental Revolving Lender, the Incremental Term Loan Lender or the Incremental Synthetic L/C Lender and the Administrative Agent pursuant to which the applicable Incremental Revolving Lender, Incremental Term Loan Lender or Incremental Synthetic L/C Lender agrees to be bound to the terms of this Agreement as a Lender. Any Incremental Term Loans made on an Increased Amount Date shall be designated a separate tranche of Incremental Term Loans for all purposes of this Agreement, and the provisions of clauses (vi) and (vii) above shall be determined separately for each tranche of Term Loans.

(c) On any Increased Amount Date on which Incremental Revolving Commitments are effected, subject to the satisfaction of the foregoing terms and conditions, (x) each of the Lenders with Revolving Commitments being increased shall assign to each Person with an Incremental Revolving Commitment (each, an "Incremental Revolving Lender") and each of the Incremental Revolving Lenders shall purchase from each of the Lenders with Revolving Commitments, at the principal amount thereof, such interests in the Revolving Loans outstanding on such Increased Amount Date as shall be necessary in order that, after giving effect to all such

assignments and purchases, the Revolving Loans will be held by existing Revolving Lenders and Incremental Revolving Lenders ratably in accordance with their Revolving Commitments after giving effect to the addition of such Incremental Revolving Commitments to the Revolving Commitments, (y) each Incremental Revolving Commitment shall be deemed for all purposes a Revolving Commitment and each Loan made thereunder (an "Incremental Revolving Loan") shall be deemed, for all purposes, a Revolving Loan and (z) each Incremental Revolving Lender shall become a Lender with respect to the Incremental Revolving Commitment and all matters relating thereto. The terms and provisions of the Incremental Revolving Loans and Incremental Revolving Commitments shall be substantially identical to the Revolving Loans and the Revolving Commitments of the Revolving Facility.

(d) On any Increased Amount Date on which any Incremental Term Loan Commitments are effected, subject to the satisfaction of the foregoing terms and conditions, (i) each Person with an Incremental Term Loan Commitment (each, an "Incremental Term Loan Lender") shall make a Loan to the Borrower (an "Incremental Term Loan") in an amount equal to its Incremental Term Loan Commitment, and (ii) each Incremental Term Loan Lender shall become a Lender hereunder with respect to the Incremental Term Loan Commitment and the Incremental Term Loans made pursuant thereto.

(e) On any Increased Amount Date on which any Incremental Synthetic L/C Commitments are effected, subject to the satisfaction of the foregoing terms and conditions, (i) each Person with an Incremental Synthetic L/C Commitment (each, an "Incremental Synthetic L/C Lender"; together with Incremental Revolving Lenders and Incremental Term Loan Lenders, the "Incremental Lenders") shall make a deposit in a credit linked deposit account in respect of such Incremental Synthetic L/C Facility (an "Incremental Synthetic Deposit") in an amount equal to its Incremental Synthetic L/C Commitment, and (ii) each Incremental Synthetic L/C Lender shall become a Lender hereunder with respect to the Incremental Synthetic L/C Commitment and the Incremental Synthetic Deposits made pursuant thereto.

(f) Each Incremental Commitment Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.23.

Notwithstanding anything in this Agreement to the contrary, (i) the references to the Term Loans in this Section 2.23 shall be deemed to include the Replacement Term Loans and (ii) the references to the Revolving Commitments or the Revolving Loans in this Section 2.23 shall be deemed to include the Extended Revolving Commitments or the Extended Revolving Loans, as applicable.

For the avoidance of doubt, (i) the Tranche A Term Loans constitute Incremental Tranche A Term Loans, ~~and (ii) the Tranche B Term loans constitute Incremental Term Loans,~~ and (iii) the Tranche A Term Lenders shall be Incremental Term Loan Lenders, in each case, for all purposes of this Agreement and the other Loan Documents.

2.24 Prepayments Required Due to Currency Fluctuation. On the last Business Day of each fiscal quarter, or at such other time as is reasonably determined by the Administrative Agent, the Administrative Agent shall determine the Dollar Equivalent of aggregate outstanding Revolving Extensions of Credit. If, at the time of such determination the aggregate outstanding Revolving Extensions of Credit exceed the Revolving Commitments then in effect by 5% or more, then within five Business Days of notice to the Borrower, the Borrower or the relevant Subsidiary Borrower shall prepay Revolving Loans or Swingline Loans or cash collateralize the outstanding Letters of Credit in an aggregate principal amount at least equal to such excess; provided that the failure of the Administrative Agent to determine the Dollar Equivalent Amount of the aggregate outstanding Revolving Extensions of Credit as provided in this Section 2.24 shall not subject the Administrative Agent to any liability hereunder.

Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the Revolving Commitment of such Defaulting Lender pursuant to Section 2.8;

(b) the Commitment and Revolving Extensions of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.1); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby;

(c) if any L/C Obligations exist at the time a Revolving Lender is a Defaulting Lender then:

(i) subject to the satisfaction of the condition precedent in Section 5.2(b) of the Credit Agreement and following notice by the Administrative Agent, all or any part of the Defaulting Lender's ratable participating interest in the L/C Obligations shall be reallocated among the Revolving Lenders that are not Defaulting Lenders in accordance with their respective Revolving Percentages but, in any case, only to the extent the sum of the outstanding Revolving Extensions of Credit of all Revolving Lenders that are not Defaulting Lenders before giving effect to such reallocation plus such Defaulting Lender's ratable participating interest in the L/C Obligations does not exceed the total of the Revolving Commitments of all Revolving Lenders that are not Defaulting Lenders; provided that if such condition precedent is not satisfied on the date of such notice by the Administrative Agent, the Borrower shall within five Business Days following notice by the Administrative Agent, either (x) cash collateralize such Defaulting Lender's ratable participating interest in the L/C Obligations or (y) backstop such Defaulting Lender's participating interest in the L/C Obligations with a letter of credit reasonably satisfactory to the Issuing Lender;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected as a result of the limitations set forth therein, the Borrower shall within five Business Days following notice by the Administrative Agent, either (x) cash collateralize such Defaulting Lender's participating interest in the L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) or (y) backstop such Defaulting Lender's participating interest in the L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) with a letter of credit reasonably satisfactory to the Issuing Lender, in each case, for so long as such L/C Obligations are outstanding;

(iii) if the Borrower cash collateralizes or backstops any portion of such Defaulting Lender's L/C Obligations pursuant to this paragraph (a), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.3 with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are cash collateralized or backstopped;

(iv) if the L/C Obligations attributable to the Defaulting Lenders that are Revolving Lenders is reallocated pursuant to this paragraph (a), then the fees payable to the Lenders pursuant to Sections 2.8 and 3.3 shall be adjusted in accordance with the non-Defaulting Lenders' respective Revolving Percentages;

(v) if any Defaulting Lender's participating interest in L/C Obligations is neither cash collateralized, backstopped nor reallocated pursuant to this paragraph (a), then, without prejudice to any rights or remedies of the Issuing Lenders or any Lender hereunder,

all letter of credit fees payable under Section 3.3 with respect to such Defaulting Lender's participating interest in all L/C Obligations shall be payable to the applicable Issuing Lenders until such participating interest in all L/C Obligations is backstopped, cash collateralized and/or reallocated;

(vii) any subsequent request for issuance, amendment or increase of any Letter of Credit shall be subject to reallocating or cash collateralizing the relating L/C Obligations attributable to any Defaulting Lender that is a Revolving Lender in the manner described above; and

(viii) in the event a Revolving Lender ceases to be a Defaulting Lender, all outstanding L/C Obligations shall be immediately reallocated ratably to the Revolving Lenders who are not Defaulting Lenders and any cash collateral posted in respect of such Lender's participating interest shall be returned to the Borrower and any letter of credit issued to backstop such Lender's participating interest shall be terminated, cancelled or returned to the Borrower for cancellation, in each case, within three Business Days.

(d) if any Swingline Loans are outstanding at the time a Lender is a Defaulting Lender, the Borrower shall within five Business Days following notice by the Administrative Agent prepay such Swingline Loans or, if agreed by the Swingline Lender, cash collateralize the participating interests in the Swingline Loans of the Defaulting Lender on terms reasonably satisfactory to the Swingline Lender; and

(e) following the notice by the Administrative Agent to the Borrower pursuant to clauses (a) or (b) above, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Lender shall not be required to issue or increase any Letter of Credit unless it is reasonably satisfied that the reallocation and cash collateral requirements described in clauses (a) and (b) above shall be provided for.

2.26 Extension of the Revolving Facility

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrower to all Lenders holding Revolving Commitments with a like maturity date, on a pro rata basis (based on the aggregate Revolving Commitments with a like maturity date) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of each such Lender's Revolving Commitments and otherwise modify the terms of such Revolving Commitments pursuant to the terms of the relevant Extension Offer (including, without limitation, by increasing or decreasing the interest rate or fees payable in respect of such Revolving Commitments (and related outstandings)) (each, an "Extension", and each group of Revolving Commitments, as so extended, as well as the original Revolving Commitments not so extended, being a "tranche"; any Extended Revolving Commitments shall constitute a separate tranche of Revolving Commitments from the tranche of Revolving Commitments from which they were converted), so long as the following terms are satisfied: (i) no Default or Event of Default shall have occurred and be continuing at the time the offering document in respect of an Extension Offer is delivered to the Lenders (the "Extension Offer Date"), (ii) except as to interest rates, fees and final maturity (which shall be set forth in the relevant Extension Offer), the Revolving Commitment of any Revolving Lender that agrees to an Extension with respect to such Revolving Commitment extended pursuant to an Extension (an "Extended Revolving Commitment"), and the related outstandings, shall be a Revolving Commitment (or related outstandings, as the case may be) with the same terms as the original Revolving Commitments (and related outstandings); provided that (1) in the event that the interest rate margins for the Revolving Loans made pursuant to any Extended Revolving Commitment (each, an "Extended Revolving Loan") and having a maturity within twelve months of the Final Revolving Termination Date is higher than the interest rate margins for the Revolving Loans that are being extended, then the interest

rate margining for the Revolving Loans that are being extended shall be increased to the extent necessary so that such interest rate margins are equal to the interest rate margins of such Extended Revolving Loans incurred pursuant to such Extension (provided that, in determining the interest rate margins applicable to the Extended Revolving Loans or the Revolving Loans, (x) OID or upfront fees (which shall be deemed to constitute like amounts of OID, with OID being equated to interest rates in a manner determined by the Administrative Agent based on a four-year maturity) paid to all Lenders in respect of the Extended Revolving Loans or the Revolving Loans, as applicable, shall be included, and (y) customary arrangement or commitment fees payable to one or more arrangers (or their affiliates) in connection with such Extension shall be excluded), (2) the borrowing and repayment (except for (A) payments of interest and fees at different rates on Extended Revolving Commitments (and related outstandings), (B) repayments required upon the maturity date of the non-extending Revolving Commitments and (C) repayment made in connection with a permanent repayment and termination of commitments) of Loans with respect to Extended Revolving Commitments after the applicable Extension date shall be made on a pro rata basis with all other Revolving Commitments, (3) the permanent repayment of Revolving Loans with respect to, and termination of, Extended Revolving Commitments after the applicable Extension date shall be made on a pro rata basis with all other Revolving Commitments, except that the Borrower shall be permitted to permanently repay and terminate commitments of any such tranche on a better than a pro rata basis as compared to any other tranche with a later maturity date than such tranche and (4) assignments and participations of Extended Revolving Commitments and extended Revolving Loans shall be governed by the same assignment and participation provisions applicable to Revolving Commitments and Revolving Loans and (5) at no time shall there be Revolving Commitments hereunder (including Extended Revolving Commitments and any original Revolving Commitments) which have more than three different maturity dates, (iii) if the aggregate principal amount of Revolving Commitments in respect of which Revolving Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Revolving Commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Revolving Loans of such Revolving Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Revolving Lenders have accepted such Extension Offer, (iv) if the aggregate principal amount of Revolving Commitments in respect of which Revolving Lenders shall have accepted the relevant Extension Offer shall be less than the maximum aggregate principal amount of Revolving Commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Borrower may require each Revolving Lender that does not accept such Extension Offer to assign pursuant to Section 10.6 no later than forty-five (45) days after the Extension Offer Date its pro rata share of the outstanding Revolving Commitments, Revolving Loans and/or participations in Letters of Credit (as applicable) offered to be extended pursuant to such Extension Offer to one or more assignees which have agreed to such assignment and to extend the applicable Revolving Termination Date; provided that (1) each Revolving Lender that does not respond affirmatively within thirty (30) days of the Extension Offer Date shall be deemed not to have accepted such Extension Offer, (2) each assigning Revolving Lender shall have received payment of an amount equal to the outstanding principal of its Revolving Loans and funded participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (3) the processing and recordation fee specified in Section 10.6(b) shall be paid by the Borrower or such assignee and (4) the assigning Revolving Lender shall continue to be entitled to the rights under Section 10.5 for any period prior to the effectiveness of such assignment, (v) all documentation in respect of such Extension shall be consistent with the foregoing and (vi) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrower.

(b) With respect to all Extensions consummated by the Borrower pursuant to this Section, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.10 or Section 2.11 and (ii) each Extension Offer shall specify the minimum amount of Revolving Commitments to be tendered, which shall be a minimum amount approved by the Administrative Agent (a "Minimum Extension Condition"). The Administrative Agent and the

Lenders hereby consent to the transactions contemplated by this Section (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Revolving Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including, without limitation, Sections 2.9, 2.10, 2.11, 2.17 and 10.7) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section.

(c) The consent of the Administrative Agent shall be required to effectuate any Extension, such consent not to be unreasonably withheld. No consent of any Lender shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Revolving Commitments (or a portion thereof) (or, in the case of an Extension pursuant to clause (iv) of Section 2.26(a), the consent of the assignee agreeing to the assignment of one or more Revolving Commitments, Revolving Loans and/or participations in Letters of Credit) and (B) the consent of each Issuing Lender, which consent shall not be unreasonably withheld or delayed. All Extended Revolving Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a pari passu basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrower as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Commitments so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section. In addition, if so provided in such amendment and with the consent of the Issuing Lenders, participations in Letters of Credit expiring on or after the Revolving Termination Date with respect to Revolving Commitments not so extended shall be re-allocated from Lenders holding Revolving Commitments to Lenders holding Extended Revolving Commitments in accordance with the terms of such amendment; provided, however, that such participation interests shall, upon receipt thereof by the relevant Lenders holding Revolving Commitments, be deemed to be participation interests in respect of such Revolving Commitments and the terms of such participation interests (including, without limitation, the commission applicable thereto) shall be adjusted accordingly.

(d) In connection with any Extension, the Borrower shall provide the Administrative Agent at least five (5) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including, without limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section.

SECTION 3. LETTERS OF CREDIT

3.1 L/C Commitment. (a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue letters of credit ("Letters of Credit") for the account of the Borrower or any Subsidiary Borrower on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided that the Issuing Lender shall not issue any Letter of Credit if, after giving effect to such issuance, the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars or an Optional Currency and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Revolving Termination Date, provided that any Letter of Credit with a one-year term may provide for the automatic renewal

or renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above).

(b) The Issuing Lender shall not at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

3.2 Procedure for Issuance of Letter of Credit. The Borrower or any Subsidiary Borrower may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein an Application therefor, completed to the satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may request. Upon receipt of any Application, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by the Issuing Lender and the Borrower or relevant Subsidiary Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower or relevant Subsidiary Borrower promptly following the issuance thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

3.3 Fees and Other Charges. (a) The Borrower will pay a fee on all outstanding Letters of Credit issued for the account of the Borrower and any relevant Subsidiary Borrower at a per annum rate equal to the Applicable Margin then in effect with respect to Eurocurrency Loans under the Revolving Facility, shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date. In addition, the Borrower shall pay a fronting fee in an amount to be agreed with the Issuing Lender (but, in any event, not greater than of 0.125% per annum) on the undrawn and unexpired amount of each Letter of Credit issued for the account of the Borrower or any relevant Subsidiary Borrower, payable quarterly in arrears on each Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

3.4 L/C Participations. (a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower or relevant Subsidiary Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Percentage of the amount of such draft, or any part thereof, that is not so reimbursed. Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Lender, the Borrower, any Subsidiary Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a

Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any Subsidiary Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any Subsidiary Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing

(b) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or relevant Subsidiary Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

3.5 Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower or relevant Subsidiary Borrower shall reimburse the Issuing Lender for the amount of (a) the draft so paid and (b) any taxes, fees, charges or other costs or expenses incurred by the Issuing Lender in connection with such payment, not later than 1:00 P.M., New York City time, on (i) the Business Day that the Borrower or relevant Subsidiary Borrower receives notice of such draft, if such notice is received on such day prior to 10:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower or relevant Subsidiary Borrower receives such notice. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in Dollars or in any other applicable currency and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.14(b) and (y) thereafter, Section 2.14(c).

3.6 Obligations Absolute. The obligations of the Borrower and any relevant Subsidiary Borrower under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower or such Subsidiary Borrower, as the case may be, may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower and each relevant Subsidiary Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Reimbursement Obligations under Section 3.5 of the Borrower and any relevant Subsidiary Borrower shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower or such Subsidiary Borrower, as the case may

be, and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower or such Subsidiary, as the case may be, against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower and each relevant Subsidiary Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower or such Subsidiary Borrower and shall not result in any liability of the Issuing Lender to the Borrower or such Subsidiary Borrower.

3.7 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower or relevant Subsidiary Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower or relevant Subsidiary Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.8 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 3, the provisions of this Section 3 shall apply.

3.9 Existing Letters of Credit. On and as of the Restatement Effective Date the letters of credit set forth on Schedule 3.9 (the “Existing Letters of Credit”) will constitute Letters of Credit under this Agreement and for the purposes hereof will be deemed to have been issued for the account of the Borrower on the Restatement Effective Date.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, Holdings and the Borrower hereby jointly and severally represent and warrant to the Administrative Agent and each Lender that:

4.1 Financial Condition. (a) The unaudited pro forma consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 2010 (including the notes thereto) (the “Pro Forma Balance Sheet”), copies of which have heretofore been furnished to each Lender, has been prepared giving effect (as if such events had occurred on such date) to (i) the Loans to be made on the Restatement Effective Date and the use of proceeds thereof and (ii) the payment of fees and expenses in connection with the foregoing. The Pro Forma Balance Sheet has been prepared based on the best information available to the Borrower as of the date of delivery thereof, and presents fairly on a pro forma basis the estimated financial position of the Borrower and its consolidated Subsidiaries as at December 31, 2010, assuming that the events specified in the preceding sentence had actually occurred at such date.

(b) The audited consolidated balance sheets of the Borrower as at December 31, 2010, December 31, 2009 and December 31, 2008, and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates (the “Consolidated Financial Statements”), reported on by and accompanied by an unqualified report from Deloitte & Touche LLP, present fairly the consolidated financial condition of the Borrower as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the

aforementioned firm of accountants and disclosed therein). No Group Member has any material Guarantee Obligations, or any unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements referred to in this paragraph, as of the date of such financial statements. During the period from December 31, 2010 to and including the date hereof there has been no Disposition by any Group Member of any material part of the business or property of the Group Members taken as a whole.

4.2 No Change. Since December 31, 2010, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

4.3 Existence; Compliance with Law. Each Group Member (a) is duly organized, validly existing and to the extent relevant in such jurisdiction, in good standing under the laws of the jurisdiction of its organization, except where (other than the Borrower) the failure to be so organized, existing or in good standing could not reasonably be expected to have a Material Adverse Effect, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, except where failure to have such power, authority and legal right could not reasonably be expected to have a Material Adverse Effect, (c) is duly qualified as a foreign corporation or other organization and in good standing or has applied for authority to operate as a foreign corporation under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and where a failure to be in good standing as a foreign corporation would have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.4 Power; Authorization; Enforceable Obligations. Each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except (i) consents, authorizations, filings and notices described in Schedule 4.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect and (ii) the filings referred to in Section 4.17. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the issuance of Letters of Credit, the borrowings hereunder and the use of the proceeds thereof will not violate any material Requirement of Law or any material Contractual Obligation of any Group Member and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents). No Requirement of Law or Contractual Obligation applicable to the Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.

4.6 Litigation. Except as disclosed by the Borrower to the Lenders in writing at least three Business Days prior to the Restatement Effective Date, there shall not exist any action, investigation, litigation or proceeding pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or Governmental Authority that would have a Material Adverse Effect.

4.7 No Default. No Group Member is in default under or with respect to any of its Contractual Obligations in any respect that could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

4.8 Ownership of Property; Liens. Each Group Member has title in fee simple to, or a valid leasehold interest in, all its real property (except as could not reasonably be expected to have a Material Adverse Effect) and none of such property is subject to any Lien except a Permitted Lien.

4.9 Intellectual Property. Each Group Member owns, or is licensed to use, to its knowledge, all material Intellectual Property necessary for the conduct of its business as currently conducted. Except as set forth on Schedule 4.9, to each Group Member's knowledge, no claim has been asserted and is pending against such Group Member by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does Holdings or the Borrower know of any valid basis for any such claim that if adversely determined could have a material adverse effect on the value of any material Intellectual Property owned by such Group Member. Subject to the foregoing sentence, the use of Intellectual Property by each Group Member does not infringe, to its knowledge, on the rights of any Person in any material respect.

4.10 Taxes. Each Group Member has filed or caused to be filed all federal, state and local income and other material tax returns that are required to be filed by it and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any amount the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member or to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect) or with respect to which the failure to have filed such tax returns or have paid such taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used (a) for "buying" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect for any purpose that violates the provisions of the Regulations of the Board or (b) for any purpose that violates the provisions of the Regulations of the Board. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

4.12 ERISA. Neither a Reportable Event nor a failure to satisfy the "minimum funding standards" (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to each Plan (whether or not waived) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all material respects with the applicable provisions of ERISA and the Code; (b) no termination of a Single Employer Plan has occurred, no Lien in favor of the PBGC or a Plan has arisen and no determination has been made that a Plan is, or is expected to be, "at risk" (within the meaning of Section 430 of the Code or Section 303 of ERISA), during such five-year period; (c) the present value of all accrued benefits under each Single Employer Plan (based on those assumptions

used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by a material amount; (d) neither the Borrower nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a liability under ERISA, and neither the Borrower nor any Commonly Controlled Entity would become subject to any material liability under ERISA if the Borrower or any such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made; and (e) no such Multiemployer Plan is in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA) or in Reorganization or Insolvent, except where, in each of clauses (a) through (e), such event or condition, together with all other events or conditions, could not reasonably be expected to have a Material Adverse Effect.

4.13 Investment Company Act; Other Regulations. No Loan Party is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

4.14 Subsidiaries. As of the Restatement Effective Date, (a) Schedule 4.14 sets forth the name and jurisdiction of organization of each Subsidiary and, (i) as to each such Subsidiary (other than WTH Funding LP), the percentage of each class of Capital Stock owned by any Loan Party and (ii) in the case of WTH Funding LP, the names of the partners of such partnership and to the extent that the partners of such partnership are Subsidiaries, the percentage of Capital Stock of such Subsidiaries owned by any Loan Party and (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors’ qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary (other than WTH Funding LP), except as created by the Loan Documents.

4.15 Use of Proceeds. The proceeds of the Term Loans shall be used (i) to repay AESOP Indebtedness, (ii) to pay costs and expenses in connection with the entering into of the Loan Documents and the issuance of the Senior Unsecured Notes and (iii) to finance the working capital needs and general corporate purposes of the Borrower and its Subsidiaries, including Investments, Restricted Payments and capital expenditures permitted under this Agreement. The proceeds of the Revolving Loans and the Swingline Loans, and the Letters of Credit, shall be used to finance the working capital needs and general corporate purposes of the Borrower and its Subsidiaries, including Investments, Restricted Payments and capital expenditures permitted under this Agreement (other than, in the case of (i) Revolving Loans and Swingline Loans (other than to the extent borrowed to facilitate the replacement of the letters of credit of Dollar Target and its Subsidiaries upon consummation of DTA Acquisition Step 1) and (ii) prior to the consummation of DTA Acquisition Step 1, Letters of Credit, the DTA Acquisition). The proceeds of the Tranche A Term Loans and the Tranche B Term Loans shall be used only (i) to pay a portion of the consideration for the Avis Europe Acquisition, (ii) to refinance existing Indebtedness of Avis Europe and its Subsidiaries in connection with the Avis Europe Acquisition and (iii) to pay costs and expenses related to the Avis Europe Acquisition and the Incremental Facilities Agreement.

4.16 Accuracy of Information, etc. No statement or information (other than the projections and pro forma financial information) contained in this Agreement, any other Loan Document, the Confidential Information Memorandum or any other document, certificate or statement furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents taken as a whole, contained as of the date such statement, information, document or certificate was so furnished (or, in the case of the Confidential Information Memorandum, as of the date of this Agreement), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not misleading. The projections and pro

forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. As of the Restatement Effective Date there is no fact known to any Loan Party that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein, in the other Loan Documents, in the Confidential Information Memorandum or in any other documents, certificates and statements furnished to the Administrative Agent and the Lenders for use in connection with the transactions contemplated hereby and by the other Loan Documents.

4.17 Security Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the Pledged Stock as defined and described in the Guarantee and Collateral Agreement, when stock certificates representing such Pledged Stock are delivered to the Administrative Agent, and in the case of the other Collateral described in the Guarantee and Collateral Agreement as of the Restatement Effective Date, when financing statements and other filings specified on Schedule 4.17 in appropriate form are filed in the offices specified on Schedule 4.17 to the extent such filings are effective to perfect a security interest in such Collateral, the Guarantee and Collateral Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations (as defined in the Guarantee and Collateral Agreement) under the laws of the United States, in each case prior and superior in right to any other Person (except (i) in the case of Collateral other than Pledged Stock, Permitted Liens and (ii) in the case of Pledged Stock, statutory Liens or nonconsensual Liens); and (b) when executed, each of the Mortgage Amendments will be effective to continue in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable Lien on the Mortgaged Properties described therein and proceeds thereof, and when the Mortgage Amendments are accepted for recording in the applicable recording offices, each such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Mortgaged Properties and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (except for any Permitted Lien other than Liens securing Indebtedness). Schedule 1.1F lists, as of the Restatement Effective Date, each parcel of owned real property and each leasehold interest in real property located in the United States and held by the Borrower or any of its Subsidiaries that has a value, in the reasonable opinion of the Borrower, in excess of \$5,000,000.

SECTION 5. CONDITIONS PRECEDENT

5.1 Amendment and Restatement Effective Date. The amendment and restatement of the Existing Credit Agreement provided for hereby and the agreement of each Revolving Lender to make the initial extension of credit requested to be made by it is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Restatement Effective Date, of each of the following conditions precedent (unless such condition precedent shall have been waived in accordance with Section 10.1):

(a) Credit Agreement; Guarantee and Collateral Agreement. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, Holdings, the Borrower and each Person listed on Schedule 1.1A and (ii) the Guarantee and Collateral Agreement, executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor.

(b) Pro Forma Balance Sheet; Financial Statements. The Lenders shall have received (i) the Pro Forma Balance Sheet, (ii) the Consolidated Financial Statements and (iii)

unaudited interim consolidated financial statements of the Borrower for each fiscal quarter ended more than 55 days before the Restatement Effective Date and after the date of the latest applicable financial statements delivered pursuant to clause (ii) of this paragraph as to which such financial statements are available, and such financial statements shall not, in the reasonable judgment of the Lenders, reflect any material inconsistency with the financial statements or projections contained in the Confidential Information Memorandum, except as a result of changes thereto required by GAAP.

(c) Projections. The Lenders shall have received satisfactory projections through 2016.

(d) Approvals. All material governmental and third party approvals necessary in connection with the continuing operations of the Group Members, the issuance of the Senior Unsecured Notes and the financing contemplated hereby shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose adverse conditions on the issuance of the Senior Unsecured Notes or the financing contemplated hereby.

(e) Lien Searches. The Administrative Agent shall have received the results of a recent lien search in each jurisdiction where the Loan Parties have their chief executive office or are organized, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens permitted by Section 7.3, Liens discharged on or prior to the Restatement Effective Date or Liens for which termination arrangements have been made pursuant to documentation and on terms satisfactory to the Administrative Agent.

(f) Payments as of the Restatement Effective Date.

(i) The Borrower shall have prepaid all Revolving Loans outstanding under (and as defined in) the Existing Credit Agreement (and all accrued and unpaid interest thereon) and all accrued and unpaid commitment fees and letter of credit fees under the Existing Credit Agreement, accrued to (but not including) the Restatement Effective Date.

(ii) The Lenders, the Joint Lead Arrangers and the Administrative Agent shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the Restatement Effective Date. All such amounts will be paid with proceeds of Loans made on the Restatement Effective Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Restatement Effective Date.

(g) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Restatement Effective Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the certificate of incorporation of each Loan Party that is a corporation certified by the relevant authority of the jurisdiction of organization of such Loan Party, and (ii) a long form good standing certificate for each Loan Party from its jurisdiction of organization.

(h) Legal Opinions. The Administrative Agent shall have received the executed legal opinion of Kirkland & Ellis LLP, counsel to the Borrower and its Subsidiaries, substantially in the form of Exhibit E.

(i) Solvency Certificate. The Administrative Agent shall have received a satisfactory solvency certificate from a Responsible Officer that shall document the solvency of the Borrower and its Subsidiaries after giving effect to the financing contemplated hereby.

(j) Officer's Certificate. The Lenders shall have received a certificate from a Responsible Officer documenting the Borrower's compliance with the conditions set forth in paragraphs (a) and (b) of Section 5.2 on a pro forma basis after giving effect to the financing contemplated hereby.

(k) Flood Determinations. The Administrative Agent shall have received (a) a "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each of the Mortgaged Properties (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each Loan Party relating thereto in the event any such Mortgaged Properties are located within a special flood hazard area) and (b) a copy of or a certificate as to coverage under the insurance policies required by Section 6.5, including without limitation, flood insurance policies and the applicable provisions of the Security Documents, each of which shall be endorsed or otherwise amended as provided in Section 6.5.

Notwithstanding the foregoing, the amendment and restatement of the Existing Credit Agreement provided for hereby and the obligations of the Lenders to make Loans and of the Issuing Lender to issue or continue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 10.1) on or prior to 5:00 p.m., New York City time, on May 3, 2011.

5.2 Conditions to Each Extension of Credit. The agreement of each Lender to make any extension of credit requested to be made by it on any date (including its initial extension of credit) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date).

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

(c) Extensions of Credit to a Subsidiary Borrower. The representations and warranties contained in Sections 4.3, 4.4 and 4.5 as to any Subsidiary Borrower to which an extension of credit is to be made shall be true and correct in all material respects on and as of such date as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date).

Each borrowing by and issuance of a Letter of Credit on behalf of the Borrower or any Subsidiary Borrower hereunder shall constitute a representation and warranty by the Borrower, or such Subsidiary Borrower, as applicable, as of the date of such extension of credit that the conditions contained in this Section 5.2 have been satisfied. Any funding or effectiveness of an Incremental Commitment (including any deemed issuance of Letters of Credit) in connection with the DTA Acquisition shall not be subject to the conditions precedent set forth in this Section 5.2, nor shall it constitute a representation and warranty hereunder.

Holdings and the Borrower hereby jointly and severally agree that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, each of Holdings and the Borrower shall and shall cause each of its Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent (and the Administrative Agent shall furnish to each Lender):

(a) as soon as available, but in any event within 100 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, by Deloitte & Touche LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 55 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments).

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied (except as approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods and shall be deemed to have been delivered on the date on which the Borrower provides notice to the Administrative Agent that such information has been posted on the Borrower’s website at the website address listed on the signature pages of such notice, at www.sec.gov or at such other website identified in such notice and accessible by the Lenders without charge; provided that the Borrower shall deliver paper copies of such financial statements to the Administrative Agent or any Lender who requests the Borrower to deliver such paper copies until written notice to cease delivering paper copies is given by the Administrative Agent or such Lender. The Borrower will be deemed to have satisfied the requirements of this Section 6.1 if any parent files with the SEC and provides reports, documents and information of the types otherwise so required, in each case within the applicable time periods specified by the applicable rules and regulations of the SEC, and the Borrower is not required to file such reports, documents and information separately under the applicable rules and regulations of the SEC (after giving effect to any exemptive relief) because of the filings by such parent.

6.2 Certificates; Other Information. Furnish to the Administrative Agent (and the Administrative Agent shall furnish to each Lender) (or, in the case of clause (d), to the relevant Lender):

(a) concurrently with the delivery of the financial statements referred to in Section 6.1(a), a letter, written and signed by the independent certified public accountants reporting on such financial statements describing the scope of such financial statements and certifying that such financial statements are presented in an accurate manner and in accordance with GAAP;

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer stating that, to the best of each such Responsible Officer's knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) in the case of quarterly or annual financial statements, (x) a Compliance Certificate containing all information and calculations necessary for determining compliance by each Group Member with the provisions of this Agreement referred to therein as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be, and (y) to the extent not previously disclosed to the Administrative Agent, (1) a description of any change in the jurisdiction of organization of any Loan Party and the name and jurisdiction of organization of any new Subsidiary and the percentage of each class of Capital Stock owned by any Loan Party and (2) a list of any Intellectual Property registrations and applications applied for, acquired by or exclusively licensed to any Loan Party since the date of the most recent report delivered pursuant to this clause (y) (or, in the case of the first such report so delivered, since the Closing Date);

(c) as soon as available, and in any event no later than 45 days after the end of each fiscal year of the Borrower, a consolidated budget for the following fiscal year (which shall include the Fleet Financing Forecast for such fiscal year) and, as soon as available, significant revisions, if any, of such budget with respect to such fiscal year (the "Budget"), which Budget shall in each case be accompanied by a certificate of a Responsible Officer stating that such Budget is based on reasonable estimates, information and assumptions and that such Responsible Officer has no reason to believe that such Budget is incorrect or misleading in any material respect, it being understood that such Budget is based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, and it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from Budget by a material amount;

(d) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

6.3 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, its obligations and liabilities in respect of taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member or except to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect.

6.4 Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence (provided that Holdings and any of its Subsidiaries may change its organizational form so long as such change shall not adversely affect the interests of the Lenders) and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 and except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all property material to its business in good working order and condition consistent with industry practices, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to have a Material

Adverse Effect and (b) maintain with financially sound and reputable insurance companies insurance on all its material property in amounts and against such risks (but including in any event, to the extent available on commercially reasonable terms, public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit the Administrative Agent, and after the occurrence and during the continuance of an Event of Default, representatives of any Lender (in coordination with the Administrative Agent), to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time and upon reasonable advance notice, and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with their independent certified public accountants; provided that a representative of the Loan Parties shall be permitted to be present for any discussion with independent certified accountants referred to above. Notwithstanding Section 10.5, unless any such visit or inspection is conducted after the occurrence and during the continuance of a Default or Event of Default, the Borrower shall not be required to pay any costs or expenses incurred by the Administrative Agent, any Lender or Lender's representative in connection with such visit or inspection.

6.7 Notices. Promptly upon obtaining actual knowledge thereof, give notice to the Administrative Agent (and the Administrative Agent shall give notice to each Lender) of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority, that in either case, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting any Group Member (i) in which the amount involved is \$50,000,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought or (iii) which relates to any Loan Document;

(d) the following events, as soon as possible and in any event within 30 days after the Borrower knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to, or satisfy the "minimum funding standard" (as defined in Section 302 of ERISA or Section 412 of the Code) with respect to, a Plan, a determination that any Plan is, or is reasonably expected to be, "at risk" (within the meaning of Section 430 of the Code or Section 303 of ERISA), the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan (or any Multiemployer Plan is in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA)) or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Plan ; and

(e) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

6.8 Environmental Laws. (a) Comply with, and use commercially reasonable efforts to ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, binding notifications, registrations or permits required by applicable Environmental Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.9 Additional Collateral etc. (a) With respect to any property constituting Collateral described in the Guarantee and Collateral Agreement acquired after the Restatement Effective Date by any Loan Party as to which the Administrative Agent, for the benefit of the Lenders, does not have a perfected Lien, promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a security interest in such property under the laws of the United States and (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in such property, including filing documents in the United States Patent and Trademark Office and United States Copyright Office and filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent subject to the terms of the Guarantee and Collateral Agreement; provided that the Loan Parties shall not be required to take any such action with respect to any Intellectual Property acquired after the Restatement Effective Date until the list describing such Intellectual Property is required to be furnished to the Administrative Agent and each Lender pursuant to Section 6.2(b).

(b) With respect to any new Subsidiary (other than a Foreign Subsidiary, an Excluded Subsidiary, an Excluded Person, a Securitization Entity or any Subsidiary of a Foreign Subsidiary, Excluded Subsidiary or Securitization Entity) created or acquired after the Restatement Effective Date by any Loan Party, subject to Section 6.10(b), promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is owned by any Loan Party, (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, (iii) cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions necessary or advisable to grant to the Administrative Agent for the benefit of the Lenders a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement under the laws of the United States with respect to such new Subsidiary, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent and (C) to deliver to the Administrative Agent a certificate of such Subsidiary, substantially in the form of Exhibit C, with appropriate insertions and attachments, and (iv) if reasonably requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(c) With respect to any new Foreign Subsidiary created or acquired after the Restatement Effective Date by any Loan Party (other than by any Foreign Subsidiary, an Excluded Subsidiary, an Excluded Person or a Securitization Entity), subject to Section 6.10(b), promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in a portion of the Capital Stock of such new Subsidiary that is owned by any such Loan Party (provided that in no event shall more than 65% of the total outstanding Capital Stock of any such new Subsidiary be required to be so pledged), (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, and take such other action as may be necessary or, in the opinion of the Administrative Agent, desirable to perfect the Administrative Agent's security interest therein, and (iii) if reasonably requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(d) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least \$5,000,000 acquired after the Restatement Effective Date by any Loan Party (other than any such real property subject to a Lien expressly permitted by Section 7.3(h) or 7.3(o)), promptly (i) execute and deliver a first priority Mortgage, in favor of the Administrative Agent, for the benefit of the Lenders, covering such real property and (ii) in the case of any fee owned real property with a value of \$5,000,000 or more, if reasonably requested by the Administrative Agent (x) provide the Lenders with title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) and (y) deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

6.10 DTA Acquisition etc. On and after the consummation of DTA Acquisition Step 1, each of Holdings and the Borrower shall:

(a) use its commercially reasonable efforts to effect the termination of all revolving commitments outstanding under the Dollar Target Credit Agreement and the prepayment of all loans outstanding thereunder (and all accrued and unpaid interest thereon), in each case, as soon as reasonably practicable after the consummation of DTA Acquisition Step 1; and

(b) cause each of Dollar Target and its Subsidiaries (other than any Excluded Subsidiary) to (i) become a Loan Party under the Loan Documents, and (ii) satisfy the guarantee and collateral requirements set forth above in Section 6.9, in each case, on or before the one-year anniversary of the date of the consummation of DTA Acquisition Step 1.

6.11 Post-Closing Obligations.

Within the later of (i) 180 days after the First Amendment Effective Date and (ii) if any Incremental Term Loans are made within 180 days after the First Amendment Effective Date, 90 days after the date on which such Incremental Term Loans are made (or such later dates from time to time as consented to by the Administrative Agent in its reasonable discretion), the Administrative Agent shall have received amendments to each Mortgage (giving effect to the entering into of this Agreement) with respect to each of the Mortgaged Properties, duly executed and delivered by the applicable Loan Party, together with:

(a) evidence of the completion (or reasonably satisfactory arrangements for the completion) of all recordings and filings of an amendment to each existing Mortgage covering any of the Mortgaged Properties (each a "Mortgage Amendment") as necessary to continue a valid, perfected

first priority (subject to Permitted Liens) Lien against the properties purported to be covered thereby and otherwise in form and substance reasonably satisfactory to the Administrative Agent; and

(b) date down or modification endorsements to each mortgagee's title insurance policy covering the existing Mortgages on the Mortgaged Properties in form and substance reasonably acceptable to the Administrative Agent and revealing no Liens or other encumbrances other than Permitted Liens.

SECTION 7. NEGATIVE COVENANTS

Holdings and the Borrower hereby jointly and severally agree that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, each of Holdings and the Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

7.1 Financial Condition Covenants. (a) Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower ending with any fiscal quarter set forth below (commencing with the fiscal quarter ending June 30, 2011) to exceed the ratio set forth below opposite such fiscal quarter:

Fiscal Quarter	Consolidated Leverage Ratio
June 30, 2011	5.25 to 1.00
September 30, 2011	5.00 to 1.00
December 31, 2011	5.50 to 1.00
March 31, 2012	5.25 to 1.00
June 30, 2012	5.25 to 1.00
September 30, 2012	5.25 to 1.00
December 31, 2012	5.25 to 1.00
March 31, 2013	5.25 to 1.00
June 30, 2013	5.25 to 1.00
September 30, 2013	5.00 to 1.00
December 31, 2013	5.00 to 1.00
March 31, 2014	4.75 to 1.00
June 30, 2014	4.75 to 1.00
September 30, 2014	4.50 to 1.00
December 31, 2014	4.50 to 1.00
March 31, 2015	4.25 to 1.00
June 30, 2015	4.25 to 1.00
September 30, 2015	4.25 to 1.00
December 31, 2015 and thereafter	4.25 to 1.00

(b) Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio for any period of four consecutive fiscal quarters of the Borrower ending with any fiscal quarter set forth below (commencing with the fiscal quarter ending June 30, 2011) to be less than the ratio set forth below opposite such fiscal quarter:

Fiscal Quarter	Consolidated Interest Coverage Ratio
March 31, 2011	1.50 to 1.00
June 30, 2011	1.50 to 1.00
September 30, 2011	1.50 to 1.00
December 31, 2011	1.55 to 1.00
March 31, 2012	1.55 to 1.00
June 30, 2012	1.60 to 1.00
September 30, 2012	1.70 to 1.00
December 31, 2012	1.70 to 1.00
March 31, 2013	1.70 to 1.00
June 30, 2013	1.70 to 1.00
September 30, 2013	1.70 to 1.00
December 31, 2013	1.70 to 1.00
March 31, 2014	1.70 to 1.00
June 30, 2014	1.70 to 1.00
September 30, 2014	1.70 to 1.00
December 31, 2014	1.70 to 1.00
March 31, 2015	1.75 to 1.00
June 30, 2015	1.75 to 1.00
September 30, 2015	1.75 to 1.00
December 31, 2015 and thereafter	1.75 to 1.00

7.2 Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

- (a) Indebtedness of any Loan Party pursuant to any Loan Document;
- (b) Indebtedness of the Borrower to any Subsidiary, Holdings or Parent and of any Subsidiary Guarantor to the Borrower or any other Subsidiary;
- (c) Guarantee Obligations of the Borrower, Holdings and any Subsidiary of the Borrower in respect of the Guarantee and Collateral Agreement and any other Security Documents;
- (d) guarantees by the Borrower or any of its Subsidiaries of obligations of any Subsidiary Guarantor or the Borrower;
- (e) obligations in respect of surety bonds, bank guarantees, letters of credit and similar obligations incurred in the ordinary course of business;
- (f) Indebtedness outstanding on the date hereof or required to be incurred pursuant to a Contractual Obligation in existence on the date hereof (other than AESOP Indebtedness and Securitization Indebtedness) and listed on Schedule 7.2(f) and any Permitted Refinancing thereof;
- (g) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(h) in an aggregate principal amount not to exceed \$100,000,000 at any one time outstanding;
- (h) Indebtedness of the Borrower and Avis Budget Finance in respect of the Senior Unsecured Notes and any Permitted Refinancing thereof;

- (i) unsecured Guarantee Obligations of Holdings and any Subsidiary of the Borrower in respect of the Senior Unsecured Notes; provided that each guarantor under the Senior Unsecured Notes or any Permitted Refinancing thereof shall be a guarantor of the Obligations pursuant to the Guarantee and Collateral Agreement or such other agreement as the Administrative Agent may approve in its reasonable discretion;
- (j) AESOP Indebtedness and Additional Foreign Vehicle Indebtedness;
- (k) Securitization Indebtedness;
- (l) Recourse Vehicle Indebtedness (including any Guarantee Obligations in respect thereof);
- (m) Indebtedness incurred in connection with any acquisition by the Borrower or any of its Subsidiaries of vehicles directly from a manufacturer pursuant to such manufacturer's repurchase program; provided that (i) such Indebtedness is not greater than the net book value of such vehicles and (ii) such vehicles could not be financed under the AESOP Financing Program;
- (n) Indebtedness incurred pursuant to terminal rental adjustment clause lease financings of trucks to be used in the truck rental operations of the Borrower and its Subsidiaries;
- (o) Indebtedness under any Swap Agreement;
- (p) Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity to the Borrower or any Subsidiary Guarantor incurred in the ordinary course of business or to satisfy the general financing needs of such Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (q) Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity to the Borrower or any Subsidiary Guarantor in an amount not to exceed \$50,000,000 at any one time outstanding;
- (r) Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity to any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (s) Guarantee Obligations incurred by any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity in respect of Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (t) Indebtedness of any Foreign Subsidiary in an aggregate principal amount not to exceed \$150,000,000 at any one time outstanding and any Permitted Refinancing thereof;
- (u) Indebtedness of any Person that becomes a Subsidiary pursuant to a Specified Transaction or that is otherwise assumed by the Borrower or any of its Subsidiaries in connection with a Specified Transaction which is not incurred in contemplation of such Specified Transaction and any Permitted Refinancing thereof;
- (v) unsecured or subordinated Indebtedness of the Borrower, Holdings or any Subsidiary Guarantor of the Borrower having no scheduled principal payments or prepayments (other than (i) as a result of change of control, asset sale, or issuance of Capital Stock or Indebtedness, (ii) payments required to prevent any such Indebtedness from being treated as an "applicable high yield discount obligation" within the meaning of Sectio

163(i)(1) of the Code, or (iii) pursuant to other mandatory prepayment requirements customary for similar Indebtedness after taking into account then prevailing market conditions) prior to the Term Loan Maturity Date incurred in connection with Specified Transactions and any Permitted Refinancing thereof;

(w) additional Indebtedness of the Borrower or any of its Subsidiaries in an aggregate principal amount not to exceed \$50,000,000 at any one time outstanding;

(x) Indebtedness incurred in connection with the financing of any insurance premiums;

(y) additional unsecured or subordinated Indebtedness of the Borrower, Holdings or any Subsidiary Guarantor having no scheduled principal payments or prepayments (other than (i) as a result of change of control, asset sale, or issuance of Capital Stock or Indebtedness, (ii) payments required to prevent any such Indebtedness from being treated as an “applicable high yield discount obligation” within the meaning of Section 163(i)(1) of the Code, or (iii) pursuant to other mandatory prepayment requirements customary for similar Indebtedness after taking into account then prevailing market conditions, in each case, not otherwise in conflict with the mandatory prepayment requirements contained in Section 2.11) prior to the Term Loan Maturity Date and any Permitted Refinancing thereof;

(z) Indebtedness of the Borrower and its Subsidiaries (including any Guarantee Obligations in respect thereof) incurred to finance a portion of the DTA Acquisition and any Permitted Refinancing thereof; and

(aa) (i) Indebtedness of the Borrower and its Subsidiaries (including any Guarantee Obligations in respect thereof) incurred (x) to finance a portion of the Avis Europe Acquisition or (y) to refinance any Term Loans (including any Incremental Term Loans), and in each case, any Permitted Refinancing thereof, and (ii) Indebtedness of Avis Europe and its Subsidiaries incurred under revolving credit facilities on or after the date of the consummation of the Avis Europe Acquisition to finance the working capital needs and general corporate purposes of Avis Europe and its Subsidiaries and any Permitted Refinancing thereof.

provided, that if the Group Member’s action or event meets the criteria of more than one of the types of Indebtedness described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause). For purposes of determining compliance with this Section 7.2 and Section 7.3(s), the amount of any Indebtedness denominated in a currency other than Dollars shall be the Dollar Equivalent thereof on the date such Indebtedness is incurred or committed (in the case of Indebtedness pursuant to a revolving or delayed draw credit facility); provided that, if any Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being incurred), and such refinancing would cause the applicable Dollar-denominated cap in Section 7.2 and Section 7.3(s) to be exceeded if the amount of such refinancing Indebtedness (or the Dollar Equivalent thereof) is calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar denominated cap shall be deemed not to have been exceeded so long as the aggregate principal amount of such refinancing Indebtedness (or the Dollar Equivalent thereof on the date of such refinancing) does not exceed (i) the Dollar Equivalent of the aggregate outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced on the date of such refinancing, as applicable, plus (ii) the aggregate amount of fees, underwriting discounts, premiums, accrued interest and other costs and expenses incurred in connection with such refinancing.

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens for taxes, assessments, governmental charges or other similar obligations not yet due or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', landlord's, materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings;

(c) Liens incidental to the conduct of the Borrower's business or the ownership of its assets which were not incurred in connection with the borrowing of money, and which do not in the aggregate materially detract from the value of its assets or materially impair the use thereof in the operation of its business;

(d) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation;

(e) pledges or deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, letters of credit, bank guarantees, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(f) easements, rights-of-way, restrictions, covenants and other similar encumbrances incurred in the ordinary course of business or of record that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(g) Liens in existence on the date hereof listed on Schedule 7.3(g), securing Indebtedness permitted by Section 7.2(f), provided that no such Lien is spread to cover any additional property after the Restatement Effective Date and that the amount of Indebtedness secured thereby is not increased;

(h) Liens securing Indebtedness of the Borrower or any other Subsidiary incurred pursuant to Section 7.2(g) to finance the acquisition, repair or construction of fixed or capital assets, provided that (i) such Liens shall be created within 90 days of the acquisition, repair or construction of such fixed or capital assets and (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness;

(i) Liens created pursuant to the Security Documents;

(j) Liens on any Related Eligible Assets or arising out of the transfer of Related Eligible Assets to Securitization Entities; provided that such transfer is otherwise permitted by the Agreement, and Liens securing Additional Foreign Vehicle Indebtedness;

(k) Liens securing Indebtedness permitted under Section 7.2(j), (k), (l), (m) and (n);

(l) Liens securing judgments which do not constitute an Event of Default;

(m) statutory rights of tenants under leases with respect to which the Borrower or any Subsidiary is the lessor;

(n) (i) any interest or title of a lessor under any lease entered into by the Borrower or any other Subsidiary in the ordinary course of its business and covering only the assets so

leased and (ii) any interest or title of a licensor under any Intellectual Property licenses or sublicenses entered into in the ordinary course of business (including any intercompany licenses and sublicenses of Intellectual Property);

(o) Liens existing on any property or asset prior to the acquisition thereof by any Group Member or existing on any property or asset of any Person that becomes a Subsidiary (or that merges with or into the Borrower or a Subsidiary or transfers such property or asset to the Borrower or a Subsidiary) after the date hereof prior to the time such Person becomes a Subsidiary (or merges into the Borrower or a Subsidiary or transfers such property or asset); provided that such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, and such Lien shall secure only those obligations which it secures on the date of such acquisition or the date on which such Person becomes a Subsidiary or merges into the Borrower or a Subsidiary, as the case may be, and any Permitted Refinancing of such obligations; provided, further, that no such Liens shall be permitted to exist on the Capital Stock of any Person that is required to be a Subsidiary Guarantor hereunder from and after the time by which such Person is required to become a Subsidiary Guarantor; and

(p) Liens attaching solely to cash earnest money deposits in connection with any permitted Investment or Permitted Acquisition;

(q) Liens on insurance policies and the proceeds thereof securing the financing of the insurance premiums with respect thereto;

(r) Encumbrances permitted under Section 7.12 or otherwise imposed pursuant to an agreement that has been entered into in connection with a Disposition of assets;

(s) Liens not otherwise permitted by this Section so long as neither (i) the aggregate outstanding principal amount of the obligations secured thereby nor (ii) the aggregate fair market value (determined as of the date such Lien is incurred) of the assets subject thereto exceeds (as to the Borrower and all Subsidiaries) \$50,000,000 at any one time;

(t) Liens on the proceeds of Indebtedness permitted to be incurred by Section 7.2 in favor of escrow agents, account custodians or similar third party intermediaries during the period which any such proceeds are held under escrow or similar contingent release arrangements;

(u) Liens on the assets and the Capital Stock of a Foreign Subsidiary that secures Indebtedness of such Foreign Subsidiary outstanding pursuant to Section 7.2(t) or Section 7.2(aa)(ii)(including guarantees by any Foreign Subsidiary of such Indebtedness); and

(v) Liens on the Collateral securing Indebtedness permitted under Section 7.2(aa) in connection with the Avis Europe Acquisition on a second priority basis with the Obligations; provided that (x) such Indebtedness shall not be secured by any property or assets of any Loan Party other than the Collateral, (y) the Liens securing such Indebtedness shall be governed by security documentation substantially the same as the Security Documents (with such modifications as are reasonably satisfactory to the Administrative Agent; provided, that any modifications that make such security documentation less restrictive to the Loan Parties shall be satisfactory to the Administrative Agent) and (z) the Administrative Agent shall have entered into an intercreditor agreement customary for similar issuances of Indebtedness in form and substance reasonably satisfactory to the Administrative Agent with the holders of such Indebtedness or an agent thereof and the Borrower, and any such intercreditor agreement shall remain in full force and effect at any time such Indebtedness remains outstanding.

provided, that if the Group Member's action or event meets the criteria of more than one of the types of Liens described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause).

7.4 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or with or into any Wholly Owned Subsidiary (provided that the Wholly Owned Subsidiary shall be the continuing or surviving corporation); provided that any such merger or consolidation of a Subsidiary Guarantor shall only be with or into the Borrower or another Subsidiary Guarantor;

(b) any Subsidiary of the Borrower may Dispose of any or all of its assets (i) to the Borrower or any Wholly Owned Subsidiary (upon voluntary liquidation or otherwise); provided that any such Disposition by a Subsidiary Guarantor shall only be to the Borrower or another Subsidiary Guarantor or (ii) pursuant to a Disposition permitted by Section 7.5;

(c) any Investment expressly permitted by Section 7.7 may be structured as a merger, consolidation or amalgamation; and

(d) any Subsidiary may dissolve, liquidate or wind up its affairs at any time if at the time of such dissolution, liquidation or winding up, the value of the assets of such Subsidiary is less than \$100,000 or such Subsidiary is dormant.

7.5 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of (i) obsolete or worn out property or (ii) any property that is no longer used or useful in the conduct of the business of the Borrower or its Subsidiaries, in each case in the ordinary course of business;

(b) the Disposition of inventory in the ordinary course of business;

(c) Dispositions permitted by clause (i) of Section 7.4(b), Investments permitted under Section 7.7 (other than Section 7.7 (m)) and Restricted Payments permitted under Section 7.6;

(d) the sale or issuance of any Subsidiary's Capital Stock to the Borrower or any Wholly Owned Subsidiary; provided that any sale or issuance of any Subsidiary Guarantor's Capital Stock shall only be to the Borrower or another Subsidiary Guarantor;

(e) Dispositions of any Related Eligible Assets (i) in connection with the AESOP Financing Program, (ii) to any Securitization Entity or (iii) in connection with the incurrence of any Securitization Indebtedness;

(f) the sale of the Budget Truck Division for fair market value as determined by the board of directors of the Borrower;

(g) (i) the Disposition of other property having a fair market value not to exceed \$200,000,000 in the aggregate for any fiscal year of the Borrower, (ii) any Disposition of fleet vehicles of Dollar Target and its Subsidiaries, and (iii) other divestitures required by a Governmental Authority in connection with, resulting from or related to the DTA Acquisition upon consummation of the DTA Acquisition Step 1;

(h) the Dispositions listed on Schedule 7.5(h);

(i) Dispositions of properties subject to condemnation, eminent domain or taking;

(j) leases, subleases, licenses and sublicenses of real or personal property, and Intellectual Property in the ordinary course of business, and any intercompany licenses and sublicenses of Intellectual Property;

(k) dispositions or use of cash and Cash Equivalents in the ordinary course of business;

(l) the abandonment, termination or other disposition of Intellectual Property or leasehold properties in the ordinary course of business; and

(m) dispositions, discounts or forgiveness of accounts receivable in connection with the collection or compromise thereof;

(n) Dispositions of non-core assets acquired in connection with an Investment permitted under Section 7.7, including a Specified Transaction;

(o) Dispositions by the Borrower or any of its Subsidiaries of any Foreign Subsidiary to any other Foreign Subsidiary so long as at least 65% of the Capital Stock of such other Foreign Subsidiary (or any parent company of such other Foreign Subsidiary) is pledged to the Administrative Agent pursuant to Section 6.9;

(p) Dispositions of minority interests in joint ventures; and

(q) any Disposition of any Foreign Subsidiary and any holding company formed in connection with the Avis Europe Acquisition to the Borrower or any of its Subsidiaries.

provided that all Dispositions permitted under paragraphs (f) and (g)(i) and (g)(ii) of this Section 7.5 shall be made for fair value and in the case of any such Disposition (or series of related Dispositions) that yields gross proceeds to any Loan Party in excess of \$25,000,000, for at least 75% cash consideration (excluding, in the case of an Asset Sale (or series of related Asset Sales), any consideration by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, that are not Indebtedness) (it being understood that for the purposes of the foregoing proviso, the following shall be deemed to be cash consideration: (1) Cash Equivalents, (2) the assumption of Indebtedness of the Borrower (other than Disqualified Stock of the Borrower) or any Subsidiary and the release of the Borrower and its Subsidiaries from all liability with respect to payment of such Indebtedness, (3) Indebtedness of any Subsidiary that is no longer a Subsidiary as a result of such Disposition, to the extent that the Borrower and each other Subsidiary are released from any Guarantee Obligations or any other obligations to provide credit support in respect of such Indebtedness and (4) securities received by the Borrower or any Subsidiary from the transferee that are converted by the Borrower or such Subsidiary into cash within 180 days); provided, further, that if the Group Member's action or event meets the criteria of more than one of the types of Dispositions described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause).

7.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member (collectively, "Restricted Payments"), except that:

- (a) any Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor; provided, that any non-Subsidiary Guarantor may make Restricted Payments to any Group Member;
- (b) so long as no Default or Event of Default shall have occurred and be continuing, the Borrower may pay dividends to Holdings and Holdings may pay dividends to ABG to purchase ABG common stock or common stock options from present or former officers or employees of any Group Member upon the death, disability or termination of employment of such officer or employee;
- (c) the Borrower may make Restricted Payments to Holdings to permit Holdings to (i) pay corporate overhead expenses incurred in the ordinary course of business and (ii) pay any taxes that are due and payable by Holdings or the Borrower;
- (d) (i) the Borrower may make Restricted Payments to Holdings to permit Holdings to pay dividends to any higher tier entity to provide for the payment of (A) Parent Expenses, (B) Related Taxes and (C) any Taxes that are due and payable by any Group Member as part of a consolidated group or which have been paid for the account of any Group Member pursuant to the Tax Sharing Agreement and (ii) so long as no Default or Event of Default shall have occurred and be continuing, the Borrower may make Restricted Payments to Holdings to permit Holdings to make Restricted Payments to any Parent in an aggregate amount not to exceed \$40,000,000, less the amount of Investments made pursuant to Section 7.7(u) and payments made under Section 7.8(a)(vi);
- (e) Investments permitted by Section 7.7;
- (f) any Subsidiary may make Restricted Payments (including in respect of management fees) to the holders of the Capital Stock of such Subsidiary ratably based on the respective ownership interests of such holders;
- (g) the Borrower may make Restricted Payments to Holdings to permit Holdings to repay the ABG Convertible Notes in an aggregate amount not to exceed \$250,000,000 (less the amount of payments made pursuant to Section 7.8(a)(iv)); and
- (h) Restricted Payments in an aggregate amount not to exceed the Available Amount on the date such Restricted Payments are made.

provided, that if the Group Member's action or event meets the criteria of more than one of the types of Restricted Payments described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause).

7.7 Investments. Make any advance, loan, extension of credit (by way of guarantee or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any other Person (all of the foregoing, "Investments"; it being understood that the

amount, as of any date of determination, any Investment in the form of a guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by a Responsible Officer) except:

- (a) Investments consisting of extensions of trade credit and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;
- (b) Investments in Cash Equivalents;
- (c) guarantees permitted by Section 7.2;
- (d) loans and advances to employees of any Group Member in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount not to exceed \$15,000,000 in any fiscal year;
- (e) Investments in assets useful in the business of the Borrower and its Subsidiaries made by the Borrower or any of its Subsidiaries with the proceeds of any Reinvestment Deferred Amount;
- (f) intercompany Investments by any Group Member in the Borrower or any Person that, prior to such investment, is a Subsidiary Guarantor;
- (g) intercompany Investments by the Borrower or any Subsidiary Guarantor in any Securitization Entity, Foreign Subsidiary or Excluded Subsidiary made in the ordinary course of business or to satisfy the general financing needs of such Securitization Entity, Foreign Subsidiary or Excluded Subsidiary (including intercompany Investments made to fund the Avis Europe Acquisition and any other Investments permitted hereunder);
- (h) intercompany Investments by the Borrower or any Subsidiary Guarantor in any Securitization Entity, Foreign Subsidiary or Excluded Subsidiary in an amount not to exceed \$50,000,000 at any one time outstanding;
- (i) intercompany Investments by any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity in any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (j) Restricted Payments to ABG permitted by Section 7.6 in the form of loans and advances;
- (k) Investments listed on Schedule 7.7(k);
- (l) Permitted Acquisitions, provided that the aggregate amount (or, in the case of consideration consisting of assets, fair market value) of the consideration paid by the Borrower and the Subsidiary Guarantors (net of acquired cash and Cash Equivalents and excluding consideration in respect of acquired vehicles as long as (i) the purchase price for such vehicles does not exceed their fair market value and (ii) such vehicles will be financed in the Borrower's normal operation of its business through the AESOP Financing Program or any other similar financing program, or will be replaced with vehicles financed through the AESOP Financing Program or any other similar financing program) for Permitted Acquisitions of Persons that shall not become Loan Parties (including any merger where such Loan Party (or a Subsidiary that becomes a Loan Party) is the surviving entity) or of assets that shall not become Collateral, in each case pursuant to Section 6.9, shall not exceed (i) \$50,000,000 or (ii) \$200,000,000 in the event that after giving pro forma effect to such

acquisition, the Consolidated Leverage Ratio is less than 4.00 to 1.00 as of the most recently ended fiscal quarter for which financial statements have been delivered hereunder, in each case, on a cumulative basis for all such acquisitions;

- (m) Investments consisting of Liens, Indebtedness, fundamental changes, Dispositions, Restricted Payments permitted under Sections 7.2, 7.3, 7.4, 7.5 or 7.6 respectively;
- (n) any seller-financing or other non-cash consideration received in connection with Dispositions permitted by Section 7.5;
- (o) the Borrower or any Subsidiary may make Investments to purchase from a minority shareholder the Capital Stock of such shareholder in a joint venture entity in which any Group Member owns a majority equity interest (regardless of whether such a joint venture entity is a Subsidiary);
- (p) in addition to Investments otherwise expressly permitted by this Section, Investments by the Borrower or any of its Subsidiaries in an aggregate amount (valued at cost) not to exceed \$300,000,000 after the Restatement Effective Date during the term of this Agreement; provided that in the case of any Investments consisting of any guarantees provided by the Borrower in connection with the divestures permitted under Section 7.5(g)(iii), the Borrower shall deliver a certificate signed by a Responsible Officer setting forth the amount of such guarantees, together with a reasonably detailed description of the related primary obligations upon consummation of the DTA Acquisition); provided further that any Investments made by a Loan Party in a Foreign Subsidiary to fund all or a portion of an Investment to be made by a Foreign Subsidiary in reliance on this Section 7.7(p) shall be permitted and shall not reduce the Investment capacity available under any other Section;
- (q) the DTA Acquisition so long as, immediately after giving pro forma effect to DTA Acquisition Step 1, the Borrower is in pro forma compliance with both of the Financial Condition Covenants under Section 7.1 as of the end of the most recently ended fiscal quarter;
- (r) Investments of any Person existing at the time such Person becomes a Subsidiary or consolidates or merges with the Borrower or any Subsidiary (including in connection with a Specified Transaction) so long as such Investments were not made in contemplation of such Person becoming a Subsidiary or of such consolidated or merger, and any modification, replacement renewal, reinvestment or extension thereof;
- (s) Investments consisting of intercompany notes and receivables issued in respect of transfers of Foreign Subsidiaries pursuant to Section 7.5(o);
- (t) Investments in an aggregate amount not to exceed the Available Amount on the date such Investments are made;
- (u) Investments in an aggregate amount not to exceed \$40,000,000, less the amount of Restricted Payments made under Section 7.6(d)(ii) and payments made under Section 7.8(a)(vii);
- (v) the Avis Europe Acquisition;
- (w) any acquisition made by the Borrower or any of its Subsidiaries of any Foreign Subsidiary or any holding company formed in connection with the Avis Europe Acquisition and any contribution by the Borrower or any of its Subsidiaries of any such entity to any Subsidiary; and

(x) Investments in any Escrowed Debt Issuer in an amount necessary to fund required payments with respect to Escrowed Debt issued by such Escrowed Debt Issuer.

provided, that (i) if the Group Member's action or event meets the criteria of more than one of the types of Investments described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause) and (ii) the Borrower and its Subsidiaries may not make any Investment in an Excluded Person except to the extent permitted by Section 7.7(p).

7.8 Optional Payments and Modifications of Certain Agreements. (a) Make or offer to make any optional or voluntary prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to the Indebtedness permitted by Section 7.2(h), (v) or (y) (other than any prepayments, repurchases or redemptions of scheduled payments of such Indebtedness within 120 days of the scheduled date when due so long as (i) after giving pro forma effect to such prepayment, repurchase or redemption, the aggregate amount of cash and Cash Equivalents the Borrower and its Subsidiaries at such time determined on a consolidated basis in accordance with GAAP exceeds \$100,000,000 and (ii) no Revolving Loans or Swingline Loans are outstanding on the date of such prepayment, repurchase or redemption); provided that:

(i) any such Indebtedness may be repaid, prepaid, repurchased or redeemed in connection with a Permitted Refinancing;

(ii) any senior unsecured Indebtedness of the Borrower or its Subsidiaries (other than any Foreign Subsidiary) may be repaid, prepaid, repurchased or redeemed with the proceeds of any Incremental Term Loans for consideration (including any premium paid in connection therewith) in an aggregate amount not to exceed \$200,000,000 so long as (x) no Default or Event of Default shall have occurred and be continuing or would result therefrom, (y) after giving pro forma effect to such prepayment, repayment, repurchase or redemption, the Consolidated Secured Leverage Ratio is less than 1.75 to 1.00 and (z) no Revolving Loans or Swingline Loans are outstanding on the date of such prepayment, repayment, repurchase or redemption;

(iii) any senior unsecured Indebtedness of the Borrower or its Subsidiaries (other than any Foreign Subsidiary) may be repaid, prepaid, repurchased or redeemed for consideration (including any premium paid in connection therewith) after the First Amendment Effective Date in an aggregate amount not to exceed \$200,000,000 so long as (w) no Default or Event of Default shall have occurred and be continuing or would result therefrom, (x) after giving pro forma effect to such prepayment, repayment, repurchase or redemption, the Consolidated Secured Leverage Ratio is less than 1.75 to 1.00, (y) no Revolving Loans or Swingline Loans are outstanding on the date of such prepayment, repayment, repurchase or redemption and (z) such prepayment, repayment, repurchase or redemption shall not be made with the proceeds of any borrowings under the Revolving Credit Facility;

(iv) any such Indebtedness in an aggregate principal amount not to exceed \$250,000,000 (less the amount of any Restricted Payments made pursuant to Section 7.6(g)) may be repaid, prepaid, repurchased or redeemed;

(v) any such Indebtedness may be repaid, prepaid, repurchased or redeemed in an aggregate amount not to exceed the Available Amount on the date such payments are made; and

(vi) any such Indebtedness in an aggregate amount not to exceed \$40,000,000, less the amount of Restricted Payments made under Section 7.6(d)(ii) and Investments made under Section 7.7(u) may be repaid, prepaid, repurchased or redeemed;

provided, that if the Group Member's action or event meets the criteria of more than one of the types of payments described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause), and

(b) amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the Senior Unsecured Notes in a manner materially adverse to the Lenders or (c) amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the Separation Agreement or the Tax Sharing Agreement in a manner materially adverse to the Lenders, it being understood that an increase of the obligations or potential liability of ABG resulting from any such amendment, modification or other change to the Separation Agreement or Tax Sharing Agreement shall not, in and of itself, be regarded as materially adverse to the Lenders.

7.9 Transactions with Affiliates. Enter into any transaction (other than (i) transactions listed on Schedule 7.9, (ii) transactions permitted by Section 7.6, (iii) Investments permitted by Section 7.7(d), (o) and (v), (iv) Investments in joint ventures permitted by Section 7.7 and (v) issuances of Equity Interests, including any servicing agreement, purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than Holdings, the Borrower or any Subsidiary) unless such transaction is (a) otherwise permitted under this Agreement and (b) upon fair and reasonable terms taken as a whole no less favorable to the relevant Group Member than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate.

7.10 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member except sale-lease back transactions relating to Eligible Assets not in excess of \$50,000,000 and without duplication of any such transactions permitted by Section 7.2.

7.11 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters.

7.12 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Borrower (other than a Securitization Entity) to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, (b) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary of the Borrower or (c) transfer any of its assets to the Borrower or any other Subsidiary of the Borrower, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions with respect to a Subsidiary or assets imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary or such assets other than the Senior Unsecured Note Indenture and such other agreements listed on Schedule 7.12, (iii) restrictions which are not more restrictive than those contained in this Agreement contained in any documents governing any Indebtedness incurred in accordance with the provisions of this Agreement, (iv) any documents relating to joint ventures to the extent that such joint ventures are not prohibited hereunder, (v) any agreement in effect at the time a Person became a Subsidiary or assets are first acquired pursuant to an Investment permitted under Section 7.7, so long as (x) such agreement was not entered into solely in contemplation of such Investment and (y) such encumbrance or restriction applies only to such Person and assets, (vi) any agreement, including with respect to Indebtedness, of a Foreign Subsidiary permitted pursuant to this Agreement so long as such prohibitions or limitations are only with respect to the assets of such Foreign Subsidiary or any Subsidiary of such Foreign Subsidiary and (vii) with respect to the restrictions in clause (c), (x)

restrictions or conditions imposed by any agreement relating to secured debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such debt, and (y) customary provisions in leases, licenses or contracts restricting assignability or subleasing prohibit the granting of Liens on the rights contained therein; provided that loans made by the Borrower or any Subsidiary to any other Subsidiary that is a Securitization Entity or a partner or direct equity owner of a Securitization Entity may be subject to customary repayment restrictions required by the lenders to such Securitization Entity.

7.13 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related thereto.

7.14 Business Activities of Holdings. In the case of Holdings, (i) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of the Borrower, (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (w) Guarantee Obligations permitted pursuant to Section 7.2(c) and 7.2(i), (x) nonconsensual obligations imposed by operation of law, (y) obligations pursuant to the Loan Documents to which it is a party and (z) obligations with respect to its Capital Stock, or (iii) own, lease, manage or otherwise operate any properties or assets (including cash (other than cash received in connection with dividends made by the Borrower in accordance with Section 7.6 pending application in the manner contemplated by said Section) and cash equivalents (other than cash received from capital contributions to, or the issuance of Capital Stock by Holdings) other than the ownership of shares of Capital Stock of the Borrower.

SECTION 8. EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) the Borrower or any Subsidiary Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof; or the Borrower or any Subsidiary Borrower shall fail to pay any interest on any Loan or Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within five days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been false or misleading in any material respect on or as of the date made or delivered; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) or (ii) of Section 6.4(a) (with respect to Holdings and the Borrower only), Section 6.7(a), Section 6.10(b) or Section 7 of this Agreement or Sections 6.4 or 6.6(b) of the Guarantee and Collateral Agreement; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) any Group Member shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Loans) on the

scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness (x) the outstanding principal amount of which exceeds in the aggregate \$50,000,000, (y) in the case of such Indebtedness which is Securitization Indebtedness (including AESOP Indebtedness), (1) an amortization or termination event pursuant to a securitization program prior to the end of the scheduled term or revolving period thereunder shall have occurred, (2) the Borrower and its Subsidiaries shall become unable to finance the purchase of vehicles and (3) the Borrower shall have failed, by the 45th day after the occurrence of an event referred to in clause (y)(1) and the expiration of all grace periods applicable thereto, to either (A) replace such securitization program with an alternative source of financing having terms not materially adverse to the Lenders from the program being replaced or having terms acceptable to the Required Lenders, or (B) obtain a waiver with respect to the occurrence of such event from the applicable required noteholders or lenders under such securitization program, and provided that until and unless the event described in clause (y)(3) shall have occurred, no Event of Default shall exist as a result of the occurrence of an event referred to in clause (y)(1) or (z) in the case of a default under the Dollar Target Credit Agreement arising solely as a result of a "change in control" of Dollar Target unless (1) such default shall continue unremedied for a period of 60 days after the occurrence thereof or (2) prior to the end of such 60 day period, the holder or beneficiary of such Indebtedness shall have declared such Indebtedness due and payable by the Borrower. Upon the entering into of any replacement facility referred to in clause (y)(1)(A), the Borrower shall deliver to the Administrative Agent a written officer's certificate providing that the Borrower has sufficient vehicle financing arrangements available to it to carry-on its business activities consistent, in all material respects, with its past practices; or

(f) (i) any Group Member (other than any Subsidiary which is not a Significant Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Group Member (other than any Subsidiary which is not a Significant Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 60 days; or (iii) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) any Group Member shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii)

above; or (v) any Group Member shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) any Person shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any failure to satisfy the “minimum funding standard” (as defined in Section 302 of ERISA or Section 412 of the Code), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of any Group Member or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA or be determined to be, or expected to be, “at risk” (within the meaning of Section 430 of the Code or Section 303 of ERISA), (v) any Group Member or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan (or any Multiemployer Plan is in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA)) or (vi) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions in this clause (g), if any, could reasonably be expected to have a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against any Group Member involving in the aggregate a liability (to the extent not paid or fully covered by insurance provided by a carrier not disputing coverage) of \$50,000,000 or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) any material provision of any Security Documents shall cease, for any reason, to be in full force and effect, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby with respect to any Collateral, other than Collateral having a de minimus value (unless due to action or inaction by the Administrative Agent); or

(j) the guarantees contained in Section 2 and Section 3 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) the occurrence of a Change in Control;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower or any Subsidiary Borrower, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower,

declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower or the relevant Subsidiary Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower and any Subsidiary Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower and any Subsidiary Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower or such Subsidiary Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower and each Subsidiary Borrower.

SECTION 9. THE AGENTS

9.1 Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

9.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, e-mail, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings or the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender, Holdings, the Borrower or any Subsidiary Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

9.7 Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by Holdings, the Borrower or any Subsidiary Borrower and

without limiting the obligation of Holdings, the Borrower or any Subsidiary Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 10 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8(a) or Section 8(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent may, on behalf of the Lenders and with the consent of the Borrower (such consent not to be unreasonably withheld), appoint a successor Administrative Agent, which shall be a commercial bank organized or licensed under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

9.10 Co-Documentation Agents and Syndication Agent. Neither of the Co-Documentation Agents nor the Syndication Agent shall have any duties or responsibilities hereunder in its capacity as such.

10.1**Amendments and Waivers(a)**

(a) Neither this Agreement nor any other Loan Document, or any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (i) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (ii) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (A) forgive any principal amount or extend the final scheduled date of maturity of any Loan or any Reimbursement Obligation or extend the scheduled date of any amortization payment in respect of any Term Loan (for the purpose of clarity each of the foregoing not to include any waiver of a prepayment), reduce the stated rate of any interest or fee payable hereunder (except (1) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility) and (2) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (A)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby; (B) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender; (C) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower or any Subsidiary Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement except as otherwise provided in the Loan Documents, in each case without the written consent of all Lenders; (D) amend, modify or waive any provision of Section 2.11 or 2.17 without the written consent of the Majority Facility Lenders in respect of each Facility adversely affected thereby; (E) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility; (F) after the Restatement Effective Date, amend, modify or waive any provision of Section 5.2 without the written consent of the Majority Facility Lenders with respect of the Revolving Facility, (G) amend, modify or waive any provision of Section 9 without the written consent of the Administrative Agent; (H) amend, modify or waive any provision of Section 2.6 or 2.7 without the written consent of the Swingline Lender; or (I) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lender. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(b) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, this Agreement or the other Loan Documents may be amended with the written consent of the Administrative Agent, the Borrower and each of the Lenders (or Persons that, following the effectiveness of such amendment, will become Lenders) providing the relevant Replacement Term Loans (as defined below) to permit the refinancing, replacement or modification of all outstanding Term Loans ("Replaced Term Loans") with a replacement term loan tranche hereunder ("Replacement Term Loans"), provided that (1) the aggregate principal amount of such Replacement

Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans, (2) if the final maturity date of such Replacement Term Loans is not at least one year later than the final maturity date of the Replaced Term Loans, the interest rate margin for such Replacement Term Loans shall not be higher than the interest rate margin for such Replaced Term Loans by more than 50 basis points, or if the interest rate margin of such Replacement Term Loans does so exceed by more than 50 basis points, the interest rate margin for the Replaced Term Loans shall be increased so that the interest rate margin for such Replacement Term Loans is no greater than the interest rate margin for the Replaced Term Loans plus 50 basis points; provided that, the interest rate margins applicable to the Replacement Term Loans or the Replaced Term Loans shall be determined in the manner set forth in Section 2.23(b) in respect of the Incremental Term Loans) and (3) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Replaced Term Loans at the time of such refinancing.

(c) In addition, notwithstanding the foregoing, this Agreement may be amended without consent of the Lenders, so long as no Default or Event of Default shall have occurred and be continuing, as follows:

(i) to designate any Domestic Subsidiary of the Borrower as a Domestic Subsidiary Borrower under the Revolving Facility upon (A) ten Business Days prior notice to the Lenders (such notice to contain the name, primary business address and taxpayer identification number of such Subsidiary), (B) the execution and delivery by the Borrower, such Subsidiary and the Administrative Agent of a Joinder Agreement, substantially in the form of Exhibit G (a "Joinder Agreement"), providing for such Subsidiary to become a Subsidiary Borrower, (C) the agreement and acknowledgment by the Borrower and each other Subsidiary Borrower that the Guarantee and Collateral Agreement covers the Obligations of such Subsidiary and (D) the delivery to the Administrative Agent of (1) corporate or other applicable resolutions, other corporate or other applicable documents, certificates and legal opinions in respect of such Subsidiary reasonably equivalent to comparable documents delivered on the Closing Date and (2) such other documents with respect thereto as the Administrative Agent shall reasonably request; and

(ii) to remove any Subsidiary as a Subsidiary Borrower upon execution and delivery by the Borrower to the Administrative Agent of a written notification to such effect and repayment in full of all Loans made to such Subsidiary Borrower, cash collateralization of all L/C Obligations in respect of any Letters of Credit issued for the account of such Subsidiary Borrower and repayment in full of all other amounts owing by such Subsidiary Borrower under this Agreement and the other Loan Documents (it being agreed that any such repayment shall be in accordance with the other terms of this Agreement).

(d) Upon consummation of the DTA Acquisition, the Borrower may request that the parties to this Agreement consider in good faith amendments to this Agreement or the other Loan Documents in connection with the DTA Acquisition to accommodate the operations of Dollar Target.

10.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy or electronic transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice or electronic transmission, when received, addressed as follows in the case of Holdings, the Borrower and the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Holdings: Avis Budget Holdings, LLC
6 Sylvan Way
Parsippany, New Jersey 07054
Attention: David B. Wyshner
Telecopy: (973) 496-5080
Telephone: (973) 496-7938

Borrower: Avis Budget Car Rental, LLC
6 Sylvan Way
Parsippany, New Jersey 07054
Attention: David B. Wyshner
Telecopy: (973) 496-5080
Telephone: (973) 496-7938

Administrative Agent: JPMorgan Chase Bank, N.A.
1111 Fannin Street
10th Floor
Houston, Texas 77002
Attn: Omar E. Jones
Telecopy: (713) 750-2938
Telephone: (713) 750-7912

with a copy to: JPMorgan Chase Bank, N.A.
383 Madison Avenue
Floor 24
New York, NY 10179
Attention: Robert Kellas
Telecopy: 212-270-5100
Telephone: 212-270-3560

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses and Taxes. The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in

connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of Simpson Thacher & Bartlett LLP and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Restatement Effective Date (in the case of amounts to be paid on the Restatement Effective Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (b) to pay or reimburse each Lender and the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel to the Lenders and of counsel to the Administrative Agent; provided, that the Borrower shall not be liable for the fees and disbursements of more than one separate firm for the Lenders (unless there shall exist an actual conflict of interest among the Lenders) in connection with any one action or any separate but substantially similar or related actions in the same jurisdiction, nor shall the Borrower be liable for any settlement or extra-judicial resolution of claims without the Borrower's written consent, (c) to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and similar taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and the Administrative Agent and their respective officers, directors, employees, affiliates, agents and controlling persons (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than with respect to taxes, which shall be governed exclusively by Section 2.19) with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Properties and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee; provided further, that that the Borrower shall not be liable for the fees and disbursements of more than one separate firm for any Indemnitees (unless there shall exist an actual conflict of interest among such Indemnitees) in connection with any one action or any separate but substantially similar or related actions in the same jurisdiction, nor shall the Borrower be liable for any settlement or extra-judicial resolution of such Indemnitees' claims without the Borrower's written consent. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 10.5 shall be payable not later than 10 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to David B. Wyshner (Telephone No. 973-496-7938) (Telecopy No. 973-496-5080), at the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive repayment of the Loans and all other amounts payable hereunder.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of the Issuing Lender that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b)(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld or delayed), provided that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default under Section 8(a) or (f) has occurred and is continuing, any other Person; and provided, further, that the Borrower shall be deemed to have consented to any such assignment unless the Borrower shall object thereto by written notice to the Administrative Agent within ten Business Days after having received written notice thereof; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an affiliate of a Lender or an Approved Fund.

(C) the Issuing Lender, provided that no consent of the Issuing Lender shall be required for an assignment of all or any portion of a Term Loan or Term Commitment.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than, in the case of the Revolving Facility, \$5,000,000 or, in the case of the Term Facility, \$1,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that (1) no such consent of the Borrower shall be required if an Event of Default under Section 8(a) or (f) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire.

For the purposes of this Section 10.6, “Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an affiliate of a Lender or (c) an entity or an affiliate of an entity that administers or manages a Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of and interest on the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Lender and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Lender and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In the case of the Tranche B Term Facility, the Tranche B Term Facility Closing Agent, acting for this purpose as agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it in connection with the Tranche B Term Facility and a register for the recordation of the names and addresses of the Tranche B Term Lenders, and principal amount of and interest on the Tranche B Term Loans owing to, each Lender pursuant to the terms hereof and the Incremental Tranche B Term Facility Agreement from time to time (the "Tranche B Term Facility Register"); provided that, such Tranche B Term Facility Register (including copies of any and all Assignment and Assumptions delivered to it in connection with the Tranche B Term Facility) shall be transferred to the Administrative Agent on the Tranche B Term Facility Closing Date, and shall be maintained by the Administrative Agent thereafter.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c)(i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the Issuing Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1)

requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of, and shall be subject to the limitations of, Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, and subject to paragraph (c)(ii) of this Section, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as an agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, and such Lender, each Loan Party and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant shall not be entitled to receive any funds directly from the Borrower in respect of Sections 2.18, 2.19, 2.20 or 10.7 unless such Participant shall have provided to Administrative Agent, acting for this purpose as an agent of the Borrower, such information as is required to be recorded in the Register pursuant to paragraph (b)(iv) above as if such Participant were a Lender. No Participant shall be entitled to the benefits of Section 2.19 unless such Participant complies with Section 2.19(e) and (f) as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of Holdings, the Borrower, each Subsidiary Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

10.7 Adjustments; Set-off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender or to the Lenders under a particular

Facility, if any Lender (a “Benefitted Lender”) shall, at any time after the Loans and other amounts payable hereunder shall immediately become due and payable pursuant to Section 8, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to Holdings, the Borrower or any Subsidiary Borrower, any such notice being expressly waived by Holdings, the Borrower and each Subsidiary Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by Holdings, the Borrower or any Subsidiary Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of Holdings, the Borrower or such Subsidiary Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

10.12 Submission To Jurisdiction; Waivers. Each of the Agents, Lenders, Holdings, the Borrower and the Subsidiary Borrowers hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York located in the Borough of Manhattan, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Holdings, the Borrower or the relevant Subsidiary Borrower, as the case may be, at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages; provided, however, that nothing in this Section 10.12(e) shall limit or otherwise impair the obligations of the Borrower under Section 10.5.

10.13 Judgment. The obligations of the Borrower or any Subsidiary Borrower in respect of this Agreement and the other Loan Documents due to any party hereto shall, notwithstanding any judgment in a currency (the “judgment currency”) other than the currency in which the sum originally due to such party is denominated (the “original currency”), be discharged only to the extent that on the Business Day following receipt by such party of any sum adjudged to be so due in the judgment currency such party may in accordance with normal banking procedures purchase the original currency with the judgment currency; if the amount of the original currency so purchased is less than the sum originally due under such judgment to such party in the original currency, the Borrower or such Subsidiary Borrower, as the case may be, agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such party against such loss, and if the amount of the original currency so purchased exceeds the sum originally due to any party to this Agreement, such party agrees to remit to the Borrower such excess. The provisions of this Section 10.13 shall survive the termination of this Agreement and payment of the obligations of the Borrower and the Subsidiary Borrowers under this Agreement and the other Loan Documents.

10.14 Acknowledgements. Each of Holdings, the Borrower and the Subsidiary Borrowers hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to Holdings, the Borrower or any Subsidiary Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and Holdings, the Borrower or any Subsidiary Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings, the Borrower or any Subsidiary Borrower and the Lenders.

10.15 Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 or (ii) under the circumstances described in paragraph (b) below. The security interests granted under any Loan Documents on any Collateral that is transferred pursuant to a transaction permitted by Section 7.5 shall be released automatically upon consummation of such Disposition.

(b) At such time as the Loans, the Reimbursement Obligations and the other obligations under the Loan Documents (other than any unasserted contingent indemnification obligations and obligations under or in respect of Specified Swap Agreements and Specified Cash Management Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (or such Letters of Credit are Collateralized), the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

10.16 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement that is designated by the provider thereof as confidential; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates for performing the purposes of a Loan Document, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, after notice to the Borrower if reasonably feasible, (f) if requested or required to do so in connection with any litigation or similar proceeding, after notice to the Borrower if reasonably feasible and not otherwise prohibited, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any other self-regulatory body or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document.

10.17 WAIVERS OF JURY TRIAL. **EACH OF THE PARTIES HERETO, INCLUDING HOLDINGS, THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

10.18 USA Patriot Act. Each Lender hereby notifies Holdings and the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "USA Patriot Act"), it is required to obtain, verify and record information that identifies Holdings and the Borrower, which information includes the name and address of Holdings and the Borrower and other information that will allow such Lender to identify Holdings

and the Borrower in accordance with the USA Patriot Act.

10.19 Effect of Amendment and Restatement. Upon the Restatement Effective Date, this Agreement shall amend, and restate as amended, the Existing Credit Agreement (including any contingent amendments thereto), but shall not constitute a novation thereof or in any way impair or otherwise affect the rights or obligations of the parties thereunder (including with respect to Loans and representations and warranties made thereunder) except as such rights or obligations are amended or modified hereby. The Existing Credit Agreement as amended and restated hereby shall be deemed to be a continuing agreement among the parties, and all documents, instruments and agreements delivered pursuant to or in connection with the Existing Credit Agreement not amended and restated in connection with the entry of the parties into this Agreement shall remain in full force and effect, each in accordance with its terms, as of the date of delivery or such other date as contemplated by such document, instrument or agreement to the same extent as if the modifications to the Existing Credit Agreement contained herein were set forth in an amendment to the Existing Credit Agreement in a customary form, unless such document, instrument or agreement has otherwise been terminated or has expired in accordance with or pursuant to the terms of this Agreement, the Existing Credit Agreement or such document, instrument or agreement or as otherwise agreed by the required parties hereto or thereto.

[Remainder of page intentionally left blank]

EXHIBIT B

Form of Guarantee and Collateral Acknowledgement

[] [], 2011

Reference is made to the Amended and Restated Credit Agreement dated as of May 3, 2011 (as amended from time to time, the "Credit Agreement") among others Avis Budget Car Rental, LLC, the Lenders and other parties thereto and JPMorgan Chase Bank, N.A., as administrative agent. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Credit Agreement.

Each of the parties hereto hereby acknowledges and consents to the Incremental Tranche B Term Facility Agreement, dated as of September 22, 2011 (the "Incremental Tranche B Term Facility Agreement") pursuant to Section 2.23 of the Credit Agreement, and agrees with respect to each Loan Document to which it is a party:

(a) all of its obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis after giving effect to the Incremental Tranche B Term Facility Agreement and its guarantee, if any, of the obligations, liabilities and indebtedness of the other Loan Parties under the Agreement shall extend to and cover the Tranche B Term Loan made pursuant to the Incremental Tranche B Term Facility Agreement and interest thereon and fees and expenses and other obligations in respect thereof and in respect of commitments related thereto; and

(b) all of the Liens and security interests created and arising under such Loan Document remain in full force and effect on a continuous basis, and the perfected status and priority of each such Lien and security interest continues in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, after giving effect to the Incremental Tranche B Term Facility Agreement, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement and under its guarantees, if any, in the Loan Documents, including, without limitation, the obligations under the Incremental Tranche B Term Facility Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee and Collateral Acknowledgement to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

[_____]
By _____
Name:
Title:

ANNEX I

CERTAIN DEFINITIONS

As used herein, the following terms shall have the meaning specified below:

“**Acceptance Condition**” shall mean, if a Conversion Notice has been delivered, the condition with respect to the number of acceptances to the Offer which must be secured to declare the Offer unconditional as to acceptances (as set out in the Offer Press Release and which shall not be less than 75% of the Target Shares outstanding).

“**Acquisition Consideration**” shall mean an aggregate amount of consideration required to consummate the Avis Europe Acquisition (as defined in the Credit Agreement) exclusive of all fees and expenses.

“**Acquisition Documentation**” shall mean the Scheme Documentation or, if a Conversion Notice has been delivered, the Offer Document.

“**Bidco**” shall mean AE Consolidation Limited (Company number 7666089), a limited liability company incorporated under the laws of England and Wales.

“**Cash Confirmation**” shall mean the letter among Bidco, UK Holdco and/or the Borrower, Citigroup Global Markets Limited and Morgan Stanley & Co. Limited, relating to, among other things, the Equity Contribution and the proceeds of certain additional loans incurred by the Borrower, and the procedures to be implemented in respect thereof, as amended, supplemented or modified from time to time.

“**Certain Funds Covenant**” shall mean solely in relation to the Borrower and Bidco only (and, for the avoidance of doubt, excluding any other Group Member, Target and its Subsidiaries), the covenants set forth in Sections 7.3, 7.4, 7.5, 7.6 and 7.11 of the Credit Agreement, and in the case of Bidco only (and, for the avoidance of doubt, excluding any other Group Member, Target and its Subsidiaries), the covenants set forth in Sections 7.2, 7.8 and 7.9, of the Credit Agreement and Sections 8.1 (other than clauses (b), (e), (f) and (g) thereof) and 8.2 (other than clause (c) thereof) of the Incremental Tranche B Term Facility Agreement.

“**Certain Funds Default**” shall mean any Event of Default, in each case relating to the Borrower and Bidco only (and, for the avoidance of doubt excluding any other Group Member, Target and its Subsidiaries), arising under clauses (a) and (f) of Section 8 of the Credit Agreement.

“**Certain Funds Period**”: the period from and including the Tranche B Term Facility Effective Date and ending on the earliest of:

- (a) if (i) the Scheme Effective Date or, as the case may be, the Offer Unconditional Date has not occurred by the Long Stop Date and (ii) paragraph (d) below does not apply, the Long Stop Date;
 - (b) the date on which the Scheme lapses or is withdrawn (other (i) than in connection with the conversion of the Scheme into an Offer or (ii) if paragraph (d) below applies) or, if an Offer is made, the date on which the Offer lapses, terminates or is withdrawn in accordance with its terms;
 - (c) the date which falls:
-

(i) if the Avis Europe Acquisition is effected by way of a Scheme, 15 days after the Scheme Effective Date; or

(ii) if the Avis Europe Acquisition is effected by way of an Offer (other than as contemplated by paragraph (d) below), 60 days after the Offer Unconditional Date, or if Bidco has sent to minority shareholders notices pursuant to section 979 of the Companies Act before such date, such longer period as is necessary to enable Bidco to acquire the remaining Target Shares pursuant to the squeeze-out procedures under Chapter 3 of Part 28 of the Companies Act; provided that the Certain Funds Period shall in any event end on the date that is 102 days after the Offer Unconditional Date, unless such 102nd day is prior to the Long Stop Date, in which case the Certain Funds Period shall end on the Long Stop Date; and

(d) if the Scheme fails to become effective due to not receiving the requisite Target shareholder or court approval and ABG or any of its Subsidiaries (including Bidco) launches a new Offer by virtue of the requirements imposed on ABG or any of its Subsidiaries (including Bidco), pursuant to the irrevocable undertaking to vote in favor of the Scheme and/or accept the Offer given by the Target's majority shareholder on 13 June 2011, the date which falls 42 days after the launch of such Offer by publication of an Offer Document (unless such 42nd day is prior to the Long Stop Date, in which case the Certain Funds Period shall end on the Long Stop Date).

"Companies Act" shall mean the Companies Act of 2006 of England and Wales, as amended.

"Companies House": the office for company administration and registrations in England and Wales operated by the Registrar of Companies.

"Conversion Notice" shall mean a written notice given by Bidco (or ABG or the Borrower) to Morgan Stanley Senior Funding, Inc. as administrative agent under certain senior unsecured interim loan agreement among the Borrower, the lenders party thereto and Morgan Stanley Senior Funding, Inc. as administrative agent, at any time prior to the Scheme Effective Date and after the Scheme has been terminated or abandoned if Bidco intends to switch from the Scheme to launch an Offer.

"Equity Contribution" shall mean the equity contribution of GBP 246,000,000 from ABG which is deposited with Citibank, N.A., London Branch.

"Long Stop Date": December 13, 2011.

"Offer" shall mean a contractual takeover offer within the meaning of Section 974 of the Companies Act made by ABG or any of its Subsidiaries (including Bidco) to effect the Avis Europe Acquisition (as that offer may be amended in accordance with the terms of this Agreement).

"Offer Document" shall mean the document to be sent to the shareholders of the Target in order to make the Offer.

"Offer Press Release" shall mean the press release announcing, in compliance with Rule 2.5 of the Takeover Code, a firm intention to proceed with the Offer.

"Offer Unconditional Date" shall mean the date on which the Offer is declared unconditional in all respects.

“**Press Release**” shall mean (in relation to the Scheme) the Scheme Press Release or (in relation to the Offer) the Offer Press Release.

“**Scheme**” shall mean a scheme of arrangement made pursuant to Part 26 of the Companies Act between the Target and the holders of the Target Shares and the related reduction of capital under Section 649 of the Companies Act in relation to the cancellation of the entire issued share capital of the Target and the subsequent issue of new shares in the Target to Bidco as contemplated by the Scheme Circular (as such Scheme Circular may be amended in accordance with the terms of this Agreement).

“**Scheme Acquisition Agreement**” shall mean the Implementation Agreement dated as of June 14, 2011 (together with schedules and exhibits thereto) by and between Bidco and Target.

“**Scheme Circular**” shall mean the circular to the shareholders of Target, issued by the Target on July 11, 2011 setting out the proposals for the Scheme.

“**Scheme Documentation**” shall mean the Scheme Acquisition Agreement and Scheme Circular.

“**Scheme Effective Date**” shall mean the date on which a copy of the court order sanctioning the Scheme is duly filed on behalf of the Target with the Registrar of Companies in accordance with section 899 of the Companies Act.

“**Scheme Press Release**” shall mean the press release announcing, in compliance with Rule 2.5 of the Takeover Code, a firm intention to proceed with the Scheme.

“**Specified Representations**” shall mean, solely in relation to the Borrower and Bidco only (and, for the avoidance of doubt, excluding any other Group Member, Target and its Subsidiaries), the representations and warranties contained in:

(a) Section 4.3 of the Credit Agreement;

(b) the first, second and fourth sentences of Section 4.4 of the Credit Agreement (only insofar as they relate to the execution, delivery and performance of the Loan Documents (including this Agreement and the Acknowledgement, and the Avis Europe Acquisition));

(c) the third sentence of Section 4.4 of the Credit Agreement and as if the clauses (i) and (ii) thereof were replaced by the following clauses (i), (ii) and (iii): (i) consents, authorizations, filings and notices described in Schedule 4.4 of the Credit Agreement, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect, (ii) consents, authorizations, filings and notices, which will be made or obtained by the time required by law and (iii) those consents, authorizations, approvals, registrations, filings, permits, notices or actions, the failure of which to obtain or make could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(d) the fifth sentence of Section 4.4 of the Credit Agreement, as if the words following “except” in such sentence were replaced with the words “subject to (i) the principle that equitable remedies (or remedies that are analogous to equitable remedies in other jurisdictions) may be granted or refused at the discretion of a court, the principles of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration, examinership, reorganization and other laws generally affecting the rights of creditors, (ii) the time barring of claims under applicable statutes of limitation, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void

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and defenses of set-off or counterclaim and (iii) similar principles, rights and defenses under the laws of any relevant jurisdiction”; and

(e) Section 4.5 of the Credit Agreement (only insofar as they relate to the execution, delivery and performance of the Loan Documents (including this Agreement and the Acknowledgement, and the Avis Europe Acquisition) and as if the words “will not violate any material Requirement of Law or any material Contractual Obligation of any Group Member and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents)” were replaced with the words “will not violate any material provision of the Certificate of Incorporation and By-Laws or other organization or governing documents of the relevant Person”, and as if the last sentence of Section 4.5 of the Credit Agreement were deleted.

“**Takeover Code**” shall mean City Code on Takeovers and Mergers.

“**Target**” shall mean Avis Europe plc (Company number 3311438), a public limited company incorporated under the laws of England and Wales.

“**Target Shares**” shall mean all the issued and unconditionally allotted share capital in the Target and any further shares in the capital of the Target which may be issued or unconditionally allotted pursuant to the exercise of any outstanding subscription or conversion rights or otherwise together with all related rights.

Tranche B Term Commitments

<u>Name of Lender</u>	<u>Tranche B Term Commitment</u>
MORGAN STANLEY SENIOR FUNDING INC.	\$121,800,000.00
CITIBANK, N.A.	\$121,800,000.00
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK	\$58,800,000.00
THE BANK OF NOVA SCOTIA	\$58,800,000.00
THE ROYAL BANK OF SCOTLAND PLC	\$58,800,000.00
<u>Total:</u>	\$420,000,000.00

SENIOR INTERIM LOAN AGREEMENT

among

AVIS BUDGET HOLDINGS, LLC,

AVIS BUDGET CAR RENTAL, LLC,
as Borrower,

The Several Lenders from Time to Time Parties Hereto,

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent,

MORGAN STANLEY SENIOR FUNDING, INC.,

and

CITIBANK, N.A.,
as Co-Syndication Agents,

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
THE BANK OF NOVA SCOTIA

and

THE ROYAL BANK OF SCOTLAND PLC,
as Co - Documentation Agents,

Dated as of September 22, 2011

MORGAN STANLEY SENIOR FUNDING, INC.,
CITIGROUP GLOBAL MARKETS INC.,
CREDIT AGRICOLE SECURITIES (USA) INC.,
THE BANK OF NOVA SCOTIA

AND

RBS SECURITIES INC.
as Joint Lead Arrangers and Joint Bookrunners

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-

SENIOR INTERIM LOAN AGREEMENT (this "Agreement"), dated as of September 22, 2011, among AVIS BUDGET HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company (the "Borrower"), the several banks and other financial institutions or entities from time to time parties hereto (the "Lenders"), MORGAN STANLEY SENIOR FUNDING, INC. and CITIBANK, N.A., as co-syndication agents (in such capacity, the "Co-Syndication Agents"), CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, THE BANK OF NOVA SCOTIA and THE ROYAL BANK OF SCOTLAND PLC, as co-documentation agents (in such capacity, the "Co-Documentation Agents"), and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent.

Pursuant to the Implementation Agreement, dated as of June 14, 2011 (together with schedules and exhibits thereto, the "Scheme Acquisition Agreement") by and between AE Consolidation Limited (Company number 7666089), a limited liability company formed under the laws of England and Wales ("Bidco") and Avis Europe plc (Company number 3311438), a public limited company incorporated under the laws of England and Wales (the "Target"), Bidco has agreed to acquire (the "Acquisition") all of the Target Shares, to be effected by way of a Scheme or, if a Conversion Notice has been delivered, an Offer and subsequent purchases thereof.

In connection with the Acquisition, the Borrower has requested the Lenders to extend credit to the Borrower in the form of Interim Loans (as this and other capitalized terms used in these preliminary statements are defined in Section 1.1 below) in an aggregate amount not to exceed \$580,000,000.

The proceeds of the Interim Loans, together with (i) a portion of cash on hand of the Borrower, (ii) the proceeds of the issuance and sale of Securities and (iii) the proceeds of the issuance of Incremental Term Loans will be used to pay the Acquisition Consideration and the Transaction Expenses.

The Lenders are willing to extend such Interim Loans on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABG": Avis Budget Group, Inc., a Delaware corporation.

"ABG Convertible Notes": 3.50% convertible senior notes due in 2014 issued by ABG or any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund such convertible senior notes.

"ABG Escrow Agreement": the escrow agreement dated June 13, 2011 between, amongst others, ABG, Citigroup Global Markets Limited, Morgan Stanley & Co. Limited and Citibank, N.A. London Branch.

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b)(i) the Federal Funds Effective Rate

in effect on such day plus (ii) ½ of 1% and (c)(i) the Eurocurrency Rate for a one month interest period in effect on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus (ii) 1%; provided that ABR shall, in any event, be at all times no less than 2.50 %. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition thereof, ABR shall be determined without regard to clause (b) of the preceding sentence until the circumstances giving rise to such inability no longer exist. For purposes hereof: (1) “Prime Rate” shall mean the rate of interest per annum published from time to time by The Wall Street Journal as the “prime rate” for the United States; each change in the Prime Rate shall be effective as of the opening of business on the date such change is announced as being effective (provided that if the Wall Street Journal is not published on a date for which the Prime Rate must be determined, reference shall be made to the prime rate published in the Wall Street Journal on the nearest-preceding date on which the Wall Street Journal was published) (it being understood that the Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually available) and (2) the Eurocurrency Rate for any day shall be based on the rate per annum appearing on the page of the Reuters Screen which displays an average British Bankers Association Interest Settlement Rate (such page currently being LIBOR01 page) for deposits (for delivery on the first day of such period), determined as of approximately 11:00 a.m. (London, England time), on such date. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurocurrency Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurocurrency Rate, respectively.

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

“Acceptance Condition”: if a Conversion Notice has been delivered, the condition with respect to the number of acceptances to the Offer which must be secured to declare the Offer unconditional as to acceptances (as set out in the Offer Press Release and which shall not be less than 75% of the Target Shares outstanding).

“Acquisition”: as defined in the preliminary statements to this Agreement.

“Acquisition Conditions Precedent”: the conditions listed in paragraphs 1 and 2 of Part A of Part 3 of the Scheme Circular or, if a Conversion Notice has been delivered, the corresponding conditions precedent in the Offer Press Release to the extent applicable.

“Acquisition Consideration”: an aggregate amount required to consummate the Acquisition, exclusive of all fees and expenses.

“Acquisition Documentation”: the Scheme Documentation or, if a Conversion Notice has been delivered, the Offer Document.

“AESOP Base Indenture”: the Second Amended and Restated Base Indenture, dated as of June 3, 2004, between the AESOP Issuer and the AESOP Trustee, as amended, modified or supplemented from time to time.

“AESOP Financing Program”: the transactions contemplated by the AESOP Base Indenture, as it may be from time to time further amended, supplemented or modified, and the instruments and agreements referenced therein and otherwise executed in connection therewith, and any successor program.

“AESOP Indebtedness”: any Indebtedness incurred pursuant to the AESOP Financing Program.

“AESOP Issuer”: Avis Budget Rental Car Funding (AESOP) LLC.

“AESOP Trustee”: The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee under the AESOP Base Indenture.

“Administrative Agent”: Morgan Stanley Senior Funding, Inc., together with its affiliates, as the arranger of the Interim Loan Commitments and as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors.

“Additional Foreign Vehicle Indebtedness”: as defined in the definition of “Consolidated Total Debt.”

“Affiliate”: as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person shall be deemed to be “controlled by” another if such latter Person possesses, directly or indirectly, power either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such controlled Person or (ii) direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise.

“Agents”: the collective reference to the Co-Syndication Agents, the Co-Documentation Agents and the Administrative Agent.

“Aggregate Exposure”: with respect to any Lender at any time, (a) prior to the Initial Funding Date, an amount equal to the Interim Loan Commitments of such Lender and (b) thereafter, an amount equal to the aggregate then unpaid principal amount of such Lender’s Loans.

“Aggregate Exposure Percentage”: with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

“Agreement”: as defined in the preamble hereto.

“Applicable Margin”: (i) for each Interim Loan, the rate per annum equal to (a) 7.50% for Eurocurrency Loans and (b) 6.50% for ABR Loans, in each case subject to adjustment as follows: if the Loans are not paid within the three-month period following the Initial Funding Date, the Applicable Margin shall increase by 0.50% per annum at the end of such three-month period and shall increase by an additional 0.50% per annum at the end of each three-month period thereafter, subject to the Total Cap (as defined in the Fee Letter) and (ii) for each Extended Term Loan, the rate per annum equal to the Total Cap.

“Approved Fund”: as defined in Section 10.6(b).

“Asset Sale”: any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by clause (a), (b), (c), (d), (e), (j), (k), (l), (m) or (o) of Section 7.5) that yields gross proceeds to any Loan Party (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of \$25,000,000.

“Assignee”: as defined in Section 10.6(b).

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit D.

“Avis Budget Finance”: Avis Budget Finance, Inc., a Delaware corporation.

“Benefitted Lender”: as defined in Section 10.7(a).

“Bidco”: as defined in the preliminary statements to this Agreement.

“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Borrower”: as defined in the preamble hereto.

“Borrower Escrow Agreement”: the escrow agreement dated as of the date hereof, 2011 between, amongst others, the Borrower, Citigroup Global Markets Limited, Morgan Stanley & Co. Limited and Citibank, N.A. London Branch.

“Bridge Commitment Fee”: as defined in Section 2.8(a).

“Budget”: as defined in Section 6.2(c).

“Budget Truck Division”: the truck rental business of Budget Rent A Car System, Inc. and its Subsidiaries.

“Business Day”: any day other than a Saturday, Sunday or other day on which banks in the State of New York are permitted to close; provided, however, that when used in connection with a Eurocurrency Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London Interbank market.

“Canadian Securitization Entity”: WTH Funding Limited Partnership, WTH Car Rental Limited Partnership, each an Ontario limited partnership, and any other special purpose entity formed for the purpose of engaging in vehicle financing in Canada including, without limitation, any other partnerships formed from time to time and each of the special purpose entities that may be partners in WTH Funding Limited Partnership, WTH Car Rental Limited Partnership or in any other such partnerships.

“Capital Lease Obligations”: as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Cash Confirmation”: the letter among the Borrower, ABG, Avis Budget Holdings, LLC Bidco, Citigroup Global Markets Limited and Morgan Stanley & Co. Limited, relating to, among other things, the proceeds of certain additional loans incurred by the Borrower, and the procedures to be implemented in respect thereof, as amended, supplemented or modified from time to time.

“Cash Equivalents”: any of the following, to the extent acquired for investment and not with a view to achieving trading profits: (a) obligations fully backed by the full faith and credit of the federal government of the United States or any Member State or any agency or instrumentality thereof maturing not in excess of twelve months from the date of acquisition, (b) commercial paper maturing not in excess of twelve months from the date of acquisition and rated at least “P-1” by Moody’s or “A-1” by S&P on the date of such acquisition, (c) the following obligations of any Lender or any domestic commercial bank having capital and surplus in excess of \$500,000,000, which has, or the holding company of which has, a commercial paper rating meeting the requirements specified in clause (b) above: (i) time deposits, certificates of deposit and acceptances maturing not in excess of twelve months from the date of acquisition, or (ii) repurchase obligations with a term of not more than thirty days for underlying securities of the type referred to in clause (a) above, (d) money market funds that invest exclusively in interest bearing, short-term money market instruments and adhere to the minimum credit standards established by Rule 2a-7 of the Investment Company Act of 1940, as amended, (e) municipal securities: (i) for which the pricing period in effect is not more than twelve months long and (ii) rated at least “P-1” by Moody’s or “A-1” by S&P and (f) foreign investments substantially comparable to the investments described in clauses (b), (c), (d) and (e) above in connection with managing cash of any Subsidiary having operations in a foreign country.

“Cash Items Cap”: as defined in the definition of “Consolidated EBITDA”.

“Certain Funds Covenant”: solely in relation to the Borrower and Bidco only (and, for the avoidance of doubt, excluding any other Group Member, Target and its Subsidiaries), the covenants set forth in Sections 7.3, 7.4, 7.5, 7.6, 7.11, 7.15 (other than clause (c) thereof), 7.16 and 6.12 (other than clauses (c), (f), (g) and (h) thereof), and in the case of Bidco only (and, for the avoidance of doubt, excluding any other Group Member, Target and its Subsidiaries), the covenants set forth in Sections 7.2, 7.8 and 7.9.

“Certain Funds Default”: any Event of Default, in each case relating to the Borrower and Bidco only (and, for the avoidance of doubt excluding any other Group Member, Target and its Subsidiaries), arising under clauses (a) and (f) of Section 8.

“Certain Funds Period”: the period from and including the Commitment Effective Date and ending on the earliest of:

- (a) if (i) the Scheme Effective Date or, as the case may be, Offer Unconditional Date has not occurred by the Long Stop Date and (ii) paragraph (d) below does not apply, the Long Stop Date;
- (b) the date on which the Scheme lapses or is withdrawn (other (i) than in connection with the conversion of the Scheme into an Offer or (ii) if paragraph (d) below applies) or, if an Offer is made, the date on which the Offer lapses, terminates or is withdrawn in accordance with its terms;
- (c) the date which falls:
 - (i) if the Acquisition is effected by way of a Scheme, 15 days after the Scheme Effective Date; or
 - (ii) if the Acquisition is effected by way of an Offer (other than as contemplated by paragraph (d) below), 60 days after the Offer Unconditional Date, or if Bidco has sent to minority shareholders notices

pursuant to section 979 of the Companies Act before such date, such longer period as is necessary to enable Bidco to acquire the remaining Target Shares pursuant to the squeeze-out procedures under Chapter 3 of Part 28 of the Companies Act; provided that the Certain Funds Period shall in any event end on the date that is 102 days after the Offer Unconditional Date, unless such 102nd day is prior to the Long Stop Date, in which case the Certain Funds Period shall end on the Long Stop Date; and

- (d) if the Scheme fails to become effective due to not receiving the requisite Target shareholder or court approval and ABG or any of its Subsidiaries (including Bidco) launches an Offer by virtue of the requirements imposed on ABG or any of its Subsidiaries (including Bidco), pursuant to the irrevocable undertaking to vote in favor of the Scheme and/or accept the Offer given by the Target's majority shareholder on June 13, 2011, the date which falls 42 days after the launch of such Offer by publication of an Offer Document (unless such 42nd day is prior to the Long Stop Date, in which case the Certain Funds Period shall end on the Long Stop Date).

"Change in Control": (a) the acquisition by any Person or group (within the meaning of the Securities Exchange Act of 1934, as amended, and the rules of the SEC thereunder as in effect on the Commitment Effective Date), directly or indirectly, beneficially or of record, of ownership or control of in excess of 50% of the voting common stock of ABG on a fully diluted basis at any time or (b) if at any time, individuals who at the Commitment Effective Date constituted the board of directors of ABG (together with any new directors whose election by such board of directors or whose nomination for election by the shareholders of ABG, as the case may be, was approved by a vote of the majority of the directors then still in office who were either directors at the Commitment Effective Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the board of directors of ABG, (c) ABG shall cease to own, directly or through one or more Wholly-Owned Subsidiaries, all of the capital stock of Holdings, free and clear of any direct or indirect Liens (other than statutory Liens) or (d) Holdings shall cease to directly own all of the capital stock of the Borrower, free and clear of any direct or indirect Liens (other than statutory Liens or Liens created by the Security Documents).

"Clean-up Period": as defined in Section 8.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Co-Documentation Agent": as defined in the preamble hereto.

"Co-Syndication Agent": as defined in the preamble hereto.

"Collateral": as defined in the Existing Credit Agreement.

"Commitment Effective Date": the date on which the conditions precedent set forth in Section 5.1 hereof are satisfied.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414 of the Code.

"Companies Act": the Companies Act of 2006 of England and Wales, as amended.

“Companies House”: the office for company administration and registrations in England and Wales operated by the Registrar of Companies.

“Compliance Certificate”: a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

“Confidential Information Memoranda”: one or more confidential information memoranda and other materials, in each case in form and substance customary for transactions of this type (including disclosure limitations in compliance with the requirements of the Takeover Panel as set out in Practice Statement No. 25 (Debt Syndication During Offer Periods)) and otherwise reasonably satisfactory to both the Lead Arrangers and the Borrower, to be used in connection with the syndication of the Facility provide herein.

“Consolidated EBITDA”: without duplication, for any period, Consolidated Net Income plus

- (a) provision for taxes based on income;
- (b) depreciation expense (excluding any such expense attributable to depreciation of Eligible Assets);
- (c) Consolidated Total Interest Expense;
- (d) amortization expense (excluding any such expense attributable to amortization of Eligible Assets);
- (e) non-cash stock option and restricted stock grant expense;
- (f) (i) separation, integration, restructuring and severance cash items and (ii) other extraordinary, unusual, exceptional or non-recurring cash items, in the case of each of (i) and (ii) in an aggregate amount not to exceed \$75,000,000 in any period of four consecutive fiscal quarters (the “Cash Items Cap”); provided that, upon consummation of the Acquisition, to the extent paid or incurred in connection with the Acquisition, the Cash Items Cap shall be increased by an additional \$75,000,000 for any period ended after the date of the consummation of the Acquisition through the eighth full fiscal quarter immediately following the date of the consummation of the Acquisition.
- (g) other unusual or non-recurring non-cash expenses or losses, including fees, expenses and charges associated with the transactions contemplated by the Separation Agreement;

- (h) unrealized losses from interest rate, foreign exchange and gasoline Swap Agreements;
- (i) any other non-cash charges and expenses (including amortization of deferred financing fees), in the case of each of (a)-(h) above, to the extent such items are reflected as a charge in the calculation of Consolidated Net Income for such period;
- (j) fees, expenses and transaction costs paid or incurred in connection with the Acquisition and the financing thereof, whether or not successful;
- (k) [reserved];
- (l) the amount of cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realized not later than the end of the sixth full fiscal quarter immediately following the date of the consummation of the Acquisition in connection with the Acquisition as a result of specified actions taken or with respect to which substantial steps have been taken by the Borrower (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such period and as if such cost savings, operating expense reductions and synergies were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that (A) a certificate signed by a Responsible Officer shall be delivered to the Administrative Agent together with the Compliance Certificate required to be delivered pursuant to Section 6.2(b), certifying that such cost savings, operating expense reductions and synergies are reasonably expected and factually supportable in the good faith judgment of the Borrower, (B) the aggregate amount of cost savings, operating expense reductions and projected synergies added pursuant to this clause (l) shall not exceed \$70,000,000 in the aggregate during the term of this Agreement, (C) no cost savings, operating expense reductions and synergies shall be added pursuant to this clause (l) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise, for such period, and (D) projected amounts (and amounts not yet realized) may no longer be added in calculating Consolidated EBITDA pursuant to this clause (l) to the extent occurring more than four full fiscal quarters after the specified action taken in order to realize such projected cost savings, operating expense reductions and synergies;
- (m) [reserved]; and
- (n) fees and expenses paid or incurred in connection with any other Investment, Material Disposition, issuance or amendment of Indebtedness or Capital Stock, whether or not successful.

Notwithstanding the foregoing, in calculating Consolidated EBITDA for any period, pro forma effect shall be given to (i)(A) any non-recurring gains (losses) on business unit dispositions outside the ordinary course of business and (B) any unusual or non-recurring non-cash income, in the case of each of (A) and (B) above, to the extent such items are reflected as income (losses) in the calculation of Consolidated Net Income for such period and (ii) any cash payments made during such period in respect of items described in clause (g) and (h) above subsequent to the fiscal quarter in which the relevant non-cash expenses or non-cash or unrealized losses were reflected as a charge in the calculation of Consolidated Net Income, all as determined on a consolidated basis in accordance with GAAP. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a "Reference Period") pursuant to any determination of the Consolidated Leverage Ratio, (i) if at any time during or following such Reference

Period the Borrower or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during or following such Reference Period the Borrower or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, “Material Acquisition” means the Acquisition and any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the common stock of a Person and (b) involves the payment of consideration by the Borrower and its Subsidiaries in excess of \$25,000,000; and “Material Disposition” means any Disposition of property or series of related Dispositions of property under Section 7.5(f), (g) or (h) that yields gross proceeds to the Borrower or any of its Subsidiaries in excess of \$25,000,000.

“Consolidated Financial Statements”: as defined in Section 4.1(b).

“Consolidated Leverage Ratio”: as at the last day of any period, the ratio of (a) Consolidated Total Debt on such day to (b) Consolidated EBITDA for such period.

“Consolidated Net Income”: for any period for which such amount is being determined, the net income (or loss) of the Borrower and its Subsidiaries during such period determined on a consolidated basis for such period taken as a single accounting period in accordance with GAAP; provided that there shall be excluded (i) income (loss) of any Person (other than a Subsidiary of the Borrower) in which the Borrower or any of its Subsidiaries has any equity investment or comparable interest, except to the extent of the amount of dividends or other distributions actually paid to the Borrower or its Subsidiaries by such Person during such period, (ii) any extraordinary after-tax gains, (iii) any extraordinary pretax losses and expenses, (iv) any unusual pretax non-cash losses and expenses and (v) any income (loss) for such period from discontinued operations in accordance with GAAP.

“Consolidated Secured Debt”: at any date, the sum of the aggregate principal amount of all Consolidated Total Debt that is secured by a Lien on any asset of the Borrower or its Subsidiaries.

“Consolidated Secured Leverage Ratio”: as at the last day of any period, the ratio of (a) Consolidated Secured Debt on such day to (b) Consolidated EBITDA for such period.

“Consolidated Total Debt”: at any date, the aggregate principal amount of (a) all Indebtedness of the Borrower and its Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP plus (b) the aggregate principal amount of the ABG Convertible Notes outstanding at such date; provided that, for purposes of this definition, Indebtedness shall not include (i)(x) Securitization Indebtedness, (y) AESOP Indebtedness or (z) Recourse Vehicle Indebtedness up to \$1,000,000,000, (ii) the aggregate undrawn amount of outstanding letters of credit, (iii) obligations under Swap Agreements or (iv) without duplication of Indebtedness referred in clauses (a)(i)(x) and (a)(i)(z) above, any other obligations under long-term finance leases in respect of Eligible Assets entered into by Foreign Subsidiaries, including any Capital Lease Obligations of any such Foreign Subsidiary and any Guarantee Obligations in respect of such Capital Lease Obligations (collectively, “Additional Foreign Vehicle Indebtedness”). In addition, for purposes of this definition, the amount of (A) Indebtedness of the Borrower and its Subsidiaries at any date shall be reduced (but not to less than zero) by the amount of Excess Cash and (B) the ABG Convertible Notes at any date shall be reduced (but not to less than zero) by the amount of (1) cash and Cash Equivalents of ABG at such date and (2) the amount of any Indebtedness owed to ABG by the Borrower and its subsidiaries at such date.

“Consolidated Total Interest Expense”: for any period, without duplications (a) total interest expense paid or payable in cash (including that properly attributable to Capital Lease Obligations) plus, (b)(x) all capitalized interest and amortization of debt discount and debt issuance costs and (y) debt extinguishment costs, in each case, of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptance financing and net cash costs (or minus net profits) under interest rate Swap Agreements minus, (c) without duplication, any interest income of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP during such period (other than interest income earned on any Related Eligible Assets). Notwithstanding the foregoing, interest expense in respect of any (i) Securitization Indebtedness, (ii) AESOP Indebtedness, (iii) Recourse Vehicle Indebtedness, in an amount, for this clause (iii), up to \$1,000,000,000, or (iv) Additional Foreign Vehicle Indebtedness, shall not be included in Consolidated Total Interest Expense. For purposes of calculating Consolidated Total Interest Expense related to Recourse Vehicle Indebtedness for any period, such amount shall be equal to the product of the following formula on the date of determination to the extent that the amount of Recourse Vehicle Indebtedness exceeds \$1,000,000,000 at any time during such period:

$$\frac{\text{Recourse Vehicle Indebtedness} - \$1,000,000,000}{\text{Recourse Vehicle Indebtedness}} \times \text{total interest expense on Recourse Vehicle Indebtedness}$$

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Conversion Fee”: as defined in Section 2.8(a).

“Conversion Notice”: a written notice given by Bidco (or ABG or the Borrower) to the Administrative Agent at any time prior to the Scheme Effective Date and after the Scheme has been terminated or abandoned if Bidco intends to switch from the Scheme to launch an Offer.

“Default”: any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Defaulting Lender” means any Lender, as reasonably determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans within three Business Days of the date required to be funded by it hereunder, unless such requirement to fund such Loan is based on such Lender’s good faith determination that the conditions precedent to funding such Loan under this Agreement have not been satisfied and such Lender has notified the Administrative Agent in writing to that effect, (b) notified the Borrower, the Administrative Agent or any Lender in writing that it does not intend to comply with any of its funding obligations generally under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations generally under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within three Business Days after written request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans, provided that such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, or (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any ownership interest in such Lender or a parent company thereof or the exercise of control over a Lender or parent company thereof by a Governmental Authority or instrumentality thereof.

“Disposition”: with respect to any property, any sale, lease, sale and leaseback, assignment (other than a collateral assignment), conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Disqualified Stock”: with respect to any Person, any Capital Stock that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control,” or an Asset Sale) (i) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (ii) is convertible or exchangeable for Indebtedness or Disqualified Stock or (iii) is redeemable at the option of the holder thereof (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control,” or an Asset Sale), in whole or in part, in each case on or prior to the Final Maturity Date.

“Dollars” and “\$”: the lawful money of the United States.

“Domestic Subsidiary”: any Subsidiary of the Borrower organized under the laws of the United States, any state thereof or the District of Columbia, but excluding any Subsidiary substantially all the assets of which consists of stock of a Foreign Subsidiary.

“Eligible Assets”: any of the following and any proceeds thereof: (a) assets (and interests in assets) that are of the type described as “assets under vehicle programs” in the consolidated financial statements of the Borrower and its Subsidiaries, dated December 31, 2010, which shall include, without limitation, vehicles, vehicle leases, fleet maintenance contracts, fleet management contracts, other service contracts, receivables generated by any of the foregoing and other asset servicing rights, related deposit accounts, and (b) equity interests or other securities issued by any Subsidiary or other Person issuing securities or incurring Indebtedness secured by, payable from or representing beneficial interests in, or holding title or ownership interests in, assets of the type described in clause (a) above or interests in such assets.

“Environmental Laws”: all laws, rules, orders, regulations, statutes, ordinances, codes, decrees, judgments, injunctions, notices or requirements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Materials of Environmental Concern or to health and safety matters, including without limitation, the Clean Water Act also known as the Federal Water Pollution Control Act (“FWPCA”) 33 U.S.C. § 1251 et seq., the Clean Air Act (“CAA”), 42 U.S.C. §§ 7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”), 7 U.S.C. §§ 136 et seq., the Surface Mining Control and Reclamation Act (“SMCRA”), 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 (“SARA”), Public Law 99-499, 100 Stat. 1613, the Emergency Planning and Community Right to Know Act (“ECPCRA”), 42 U.S.C. § 11001 et seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., the Occupational Safety and Health Act as amended (“OSHA”), 29 U.S.C. § 655 and § 657, together, in each case, with any amendment thereto, and the regulations adopted and binding publications promulgated thereunder and all substitutions thereof.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Equity Contribution”: the equity contribution or intercompany loan of at least GBP 246,000,000 from ABG which is deposited with Citibank, N.A., London Branch and held in accordance with the provisions of the ABG Escrow Agreement.

“Escrowed Debt”: as defined in the definition of “Escrowed Debt Issuer”.

“Escrowed Debt Issuer”: any Subsidiary that is an issuer of Indebtedness permitted to be incurred by Section 7.2 the proceeds of which are maintained under escrow or similar contingent release arrangements (such Indebtedness, **“Escrowed Debt”**).

“Euro” and **“€”**: the official currency of the European Union.

“Eurocurrency Base Rate”: with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, the rate per annum determined by the Administrative Agent to be the offered rate which appears on the page of the Reuters Screen which displays an average British Bankers Association Interest Settlement Rate (such page currently being LIBOR01 page) for deposits (for delivery on the first day of such period), determined as of approximately 11:00 a.m. (London, England time), on the date that is two Business Days prior to the commencement of such Interest Period for a period equal to such Interest Period in Dollars; **provided** that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the “Eurocurrency Base Rate” shall be the interest rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits in Dollars are offered for such relevant Interest Period to major banks in the London interbank market in London, England by the Administrative Agent at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the beginning of such Interest Period.

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

“Eurocurrency Rate”: with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, a rate per annum equal to the product of (a) the Eurocurrency Base Rate in effect for such Interest Period and (b) Eurocurrency Reserves; provided that the Eurocurrency Rate applicable to any Loan shall, in any event, be at all times no less than 1.50%.

“Eurocurrency Reserves”: a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board and any other banking authority, domestic or foreign, to which the Administrative Agent or any Lender (including any branch, Affiliate or other fronting office making or holding a Loan) is subject for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D). Eurocurrency Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. Eurocurrency Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Eurocurrency Tranche”: the collective reference to Eurocurrency Loans the then current Interest Periods with respect to all of which begin on the same date and end on the same later date.

“Event of Default”: any of the events specified in Section 8; **provided** that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Excess Cash”: all cash and Cash Equivalents of the Borrower and its Subsidiaries at such time determined on a consolidated basis in accordance with GAAP in excess of \$25,000,000.

“Exchange”: as defined in Section 2.24(b)(i).

“Exchange Date”: as defined in Section 2.24(b)(i).

“Exchange Notice”: as defined in Section 2.24(b)(ii).

“Excluded Conditions”: as defined in Section 7.15(b).

“Excluded Person”: as defined in the definition of “Subsidiary”.

“Excluded Subsidiary”: each Subsidiary listed on Schedule 1.1B, the Regulated Subsidiary, any Immaterial Subsidiary, any Insurance Subsidiary, any Escrowed Debt Issuer, and any other Subsidiary so long as the Borrower or any Subsidiary of the Borrower does not have the controlling authority under the organizational documents of such Excluded Subsidiary to incur Indebtedness on its behalf or grant Liens on its assets (other than purchase money security interests).

“Excluded Taxes”: as defined in Section 2.19(a).

“Existing Credit Agreement”: the Amended and Restated Credit Agreement, dated as of May 3, 2011, among Avis Budget Holdings, LLC, the Borrower, the subsidiary borrowers from time to time parties thereto, the lenders and agents from time to time parties thereto and JPMorgan Chase Bank, N.A., as administrative agent, as amended, restated supplemented or modified from time to time.

“Existing Senior Credit Facilities”: the senior secured credit facilities under the Existing Credit Agreement, any notes and letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages, letter of credit applications and other guarantees, pledge agreements, security agreements and collateral documents, and other instruments and documents, executed and delivered pursuant to or in connection with any of the foregoing, in each case as the same may be amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part, whether with the original agent and lenders or other agents and lenders or otherwise, and whether provided under one or more credit agreements, indentures or financing agreements or otherwise). Without limiting the generality of the foregoing, the term “Existing Senior Credit Facilities” shall include any agreement (i) changing the maturity of any Indebtedness incurred thereunder or contemplated thereby, (ii) adding Subsidiaries of the Borrower as additional borrowers or guarantors thereunder, or (iii) otherwise altering the terms and conditions thereof.

“Existing Debt”: (i) the outstanding amount under the Revolving Credit Agreement, (ii) each senior unsecured private placement note of Avis Finance Company plc pursuant to a note purchase agreement dated as of June 9, 2004, (iii) each senior unsecured private placement note of Avis Finance Company plc pursuant to a multi-currency note facility and guarantee agreement dated as of May 30, 2004 and (iv) the €250,000,000 existing floating rate notes of Avis Finance Company plc pursuant to an indenture dated as of July 21, 2006.

“Extended Term Loan”: as defined in Section 2.24(a).

“Facility”: the Interim Loan Commitments, the Interim Loans thereunder and the Extended Term Loans.

“FATCA”: Sections 1471 through 1474 of the Code and any regulations or official interpretations thereof.

“Federal Funds Effective Rate”: for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for the day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“Fee Letter”: the Second Amended and Restated Fee Letter dated as of the date hereof, among the Borrower, Holdings, Morgan Stanley Senior Funding, Inc., Citigroup Global Markets Inc., Credit Agricole Corporate and Investment Bank, The Bank of Nova Scotia and The Royal Bank of Scotland plc.

“Fees”: collectively, the Bridge Commitment Fees, the Funding Fees and the Conversion Fees.

“Final Maturity Date”: the seventh anniversary of the Interim Loan Conversion Date or, if such date is not a Business Day, the next succeeding Business Day.

“Fleet Financing Forecast”: the Borrower’s annual forecast of financing needs for its domestic rental car rental fleet (including detailed sources and uses), substantially in the form set forth in Annex A.

“Foreign Subsidiary”: any Subsidiary of the Borrower that is not a Domestic Subsidiary.

“Funding Fee”: as defined in Section 2.8(a).

“Funding Office”: the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time.

“GBP” and “£”: the lawful money of the United Kingdom.

“Governmental Authority”: any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any federal, state or municipal court, in each case whether of the United States or foreign.

“Group Members”: the collective reference to Holdings, the Borrower and their respective Subsidiaries.

“Guarantee Agreement”: the Guarantee Agreement, dated as of the Commitment Effective Date, as amended, modified or supplemented from time to time.

“Guarantee Obligation”: any obligation, contingent or otherwise, of the Person guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the

“primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness (including reasonable fees and expenses related thereto) or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; provided, however, that the amount of any Guarantee Obligation shall be limited to the extent necessary so that such amount does not exceed the value of the assets of such Person (as reflected on a consolidated balance sheet of such Person prepared in accordance with GAAP) to which any creditor or beneficiary of such Guarantee Obligation would have recourse.

Notwithstanding the foregoing definition, the term “Guarantee Obligation” shall not include any direct or indirect obligation of a Person as a general partner of a general partnership or a joint venturer of a joint venture in respect of Indebtedness of such general partnership or joint venture, to the extent such Indebtedness is contractually non-recourse to the assets of such Person as a general partner or joint venturer (other than assets comprising the capital of such general partnership or joint venture). The term “Guarantee Obligation” shall not include endorsements for collection or deposit in the ordinary course of business.

“Guarantors”: the collective reference to Holdings and the Subsidiary Guarantors.

“Holdings”: as defined in the preamble hereto.

“Immaterial Subsidiary”: any Subsidiary or a group of Subsidiaries of the Borrower which, as of any date of determination, when taken together, does not have assets with a value in excess of 1.0% of the total assets of the Borrower and its Subsidiaries on a consolidated basis.

“Incremental Term Loans”: as defined in the Existing Credit Agreement.

“Indebtedness”: of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person’s business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all preferred Capital Stock of such Person (i) that is required to be redeemed prior to the date which is 91 days after the Final Maturity Date (or which allows the holders of such preferred Capital Stock to require such preferred Capital Stock to be redeemed prior to the date which is 91 days after the Final Maturity Date) (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control” or an Asset Sale) or (ii) which is subject to other payment obligations (including any sinking fund obligations) or obligations to pay dividends or cash interest in respect of such preferred Capital Stock prior to the date which is 91 days after the Final Maturity Date (other than following the occurrence of a Change in Control or other similar event described under such terms as a “change in control” or an Asset Sale), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation

has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) for the purposes of Section 8(e) only, all obligations of such Person in respect of Swap Agreements; provided, that Indebtedness shall not include any earn-out obligations or contingent obligations consisting of purchase price adjustments. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

“Initial Exchange Notice”: as defined in Section 2.24(b)(ii).

“Initial Funding Date”: the date on which the Interim Loans are made hereunder upon satisfaction of the conditions precedent set forth in Section 5.2 hereof.

“Initial Lender”: each Lender with an Interim Loan Commitment set forth on Schedule 1.1A on the Commitment Effective Date.

“Insolvency”: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

“Insolvent”: pertaining to a condition of Insolvency.

“Insurance Subsidiary”: a Subsidiary established for the purpose of (a) insuring the businesses, facilities, employees or joint ventures of the Borrower or any of its Subsidiaries, or (b) providing insurance products.

“Intellectual Property”: the collective reference to all rights, priorities and privileges with respect to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Interest Payment Date”: (a) as to any ABR Loan, the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurocurrency Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurocurrency Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period and (d) as to any Loan, the date of any repayment or prepayment made in respect thereof.

“Interest Period”: as to any Eurocurrency Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurocurrency Loan and ending one, two, three or six (or, if agreed to by all Lenders, nine or twelve) months thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurocurrency Loan and ending one, two, three or six (or, if agreed to by all Lenders, nine or twelve) months thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 12:00 Noon, New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

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

(ii) the Borrower may not select an Interest Period that would extend beyond the Interim Loan Conversion Date or the Final Maturity Date, as applicable;

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

(iv) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Eurocurrency Loan during an Interest Period for such Loan.

“Interim Loan”: as defined in Section 2.1.

“Interim Loan Commitment”: as to any Lender, the commitment, if any, of such Lender to make Interim Loans hereunder as set forth on Schedule 1.1A, or in the Assignment and Acceptance pursuant to which such Lender assumed its Interim Loan Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.9 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.6.

“Interim Loan Conversion Date”: the first anniversary of the Initial Funding Date or, if such date is not a Business Day, the next succeeding Business Day.

“Investments”: as defined in Section 7.7.

“Issuer”: the Borrower.

“Joint Lead Arrangers”: Morgan Stanley & Co. LLC, Citigroup Global Markets Inc., Credit Agricole Securities (USA) Inc., Scotia Capital (USA) Inc. and RBS Securities, Inc.

“judgment currency”: as defined in Section 10.13.

“Lead Arrangers”: Morgan Stanley Senior Funding, Inc. and Citigroup Global Markets Inc.

“Legal Reservations” means (a) the principle that equitable remedies (or remedies that are analogous to equitable remedies in other jurisdictions) may be granted or refused at the discretion of a court, the principles of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration, examinership, reorganization and other laws generally affecting the rights of creditors, (b) the time barring of claims under applicable statutes of limitation, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defenses of set-off or counterclaim and (c) similar principles, rights and defenses under the laws of any relevant jurisdiction.

“Lenders”: as defined in the preamble hereto; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Lien”: with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Loans”: the Interim Loans and the Extended Term Loans, collectively.

“Loan Documents”: this Agreement, the Guarantee Agreement, the Second Lien Security Documents, the Fee Letter, the Notes and any amendment, waiver, supplement, joinder or other modification to any of the foregoing.

“Loan Parties”: each Group Member that is a party to a Loan Document.

“Long Stop Date”: December 13, 2011.

“Material Acquisition”: as defined in the definition of “Consolidated EBITDA”.

“Material Adverse Effect”: any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (i) the business, operations, property or condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole (it being understood that a bankruptcy filing by, or change in the actual or perceived credit quality of, or work stoppage affecting any “big three” auto manufacturer shall not constitute a Material Adverse Effect so long as such “big three” auto manufacturer has not failed to perform its material performance obligations owed to the Borrower or any of its Subsidiaries) or (ii) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights and remedies of the Administrative Agent or the Lenders hereunder or thereunder.

“Material Disposition”: as defined in the definition of “Consolidated EBITDA”.

“Materials of Environmental Concern”: all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Maturity Date”: (a) if the Interim Loans have not been converted to the Extended Term Loans, the Interim Loan Conversion Date and (b) if the Interim Loans have been converted to the Extended Term Loans, the Final Maturity Date.

“Member State”: a country which is a current member of the Organization for Economic Co-operation and Development and reasonably acceptable to the Administrative Agent.

“Moody’s”: Moody’s Investors Service, Inc.

“Multiemployer Plan”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds”: (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of (i) attorneys’ fees, accountants’ fees,

investment banking fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements, to the extent such tax credits or deductions or tax sharing arrangements are utilized) and (ii) [reserved], minus, in the case of an Asset Sale, any reserve established, in accordance with GAAP, in respect of (x) any potential adjustment in the sale price of such asset or assets and (y) any liabilities associated with such assets or asset and retained by Holdings, the Borrower or any Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification obligations associated with such Asset Sale (provided that, upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any such reserve, the amount of such reserve shall constitute Net Cash Proceeds), and (b) in connection with any issuance or sale of Capital Stock or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Non-Excluded Taxes": as defined in Section 2.19(a).

"Non-U.S. Lender": as defined in Section 2.19(e).

"Notes": the collective reference to any promissory note evidencing Loans.

"Obligations": the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to any Agent or Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, guarantee obligations, fees or indemnities, or reasonable out-of-pocket costs or expenses (including reasonable out-of-pocket fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

"Offer": a contractual takeover offer within the meaning of Section 974 of the Companies Act made by ABG or any of its Subsidiaries (including Bidco) to effect the Acquisition (as that offer may be amended in accordance with the terms of this Agreement).

"Offer Document": the document to be sent to the shareholders of the Target in order to make the Offer.

"Offer Press Release": as defined in Section 6.12(e).

"Offer Unconditional Date": the date on which the Offer is declared unconditional in all respects.

"original currency": as defined in Section 10.13.

“Other Taxes”: any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, including any interest, additions to tax or penalties applicable thereto, but excluding, for the avoidance of doubt, any Excluded Taxes.

“Parent”: each of ABG, Cendant Finance Holding Company LLC and any other direct or indirect parent of Holdings and the Borrower.

“Parent Expenses”: (i) costs (including all professional fees and expenses) incurred by any Parent in connection with its reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, the Senior Unsecured Note Indenture, or any other agreement or instrument relating to Indebtedness of the Borrower or any Subsidiary Guarantor, including in respect of any reports filed with respect to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the respective rules and regulations promulgated thereunder, (ii) an aggregate amount not to exceed \$5,000,000 in any fiscal year to permit any Parent to pay its corporate overhead expenses incurred in the ordinary course of business, and to pay salaries or other compensation of employees who perform services for any Parent or for such Parent and the Borrower, provided that ABG allocates such overhead among its Subsidiaries in conformity with clause (vi) of this paragraph, (iii) expenses incurred by any Parent in connection with the acquisition, development, maintenance, ownership, prosecution, protection and defense of its Intellectual Property and associated rights to the extent such Intellectual Property and associated rights relate to the business or businesses of the Borrower or any Subsidiary, (iv) indemnification obligations of any Parent owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person, (v) other operational and tax expenses of any Parent attributable to or incurred on behalf of Holdings, the Borrower and its Subsidiaries in the ordinary course of business, including obligations in respect of director and officer insurance (including premiums therefor); provided, that all operational and tax expenses of any Parent are deemed to be attributable to or incurred on behalf of the Borrower if the Borrower’s and its Subsidiaries’ activities represent substantially all of the operating activities of such Parent and all of its Subsidiaries and (vi) fees and expenses incurred by any Parent in connection with any offering of Capital Stock or Indebtedness, (x) where the net proceeds of such offering are intended to be received by or contributed or loaned to the Borrower or any Subsidiary Guarantor, or (y) in a prorated amount of such expenses in proportion to the amount of such net proceeds intended to be so received, contributed or loaned, or (z) otherwise on an interim basis prior to completion of such offering so long as any Parent shall cause the amount of such expenses to be repaid to the Borrower or the relevant Subsidiary Guarantor out of the proceeds of such offering promptly if completed.

“Participant”: as defined in Section 10.6(c).

“Participant Register”: as defined in Section 10.6(c)(i).

“Patriot Act”: the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Permanent Securities”: collectively, each series of Senior Notes issued or to be issued in an Exchange and each other series of Securities.

“Permanent Securities Indenture”: collectively, one or more indentures or supplemental indentures among the Issuer, the Guarantors and the Trustee which shall contain terms, conditions and covenants consistent with the Senior Unsecured 2019 Notes, with changes appropriate to reflect the transactions and the operations, size and practices of Target, pursuant to which Senior Notes or Securities shall be issued and incorporating the terms of the applicable series of Permanent Securities as contemplated by Section 2.24(b)(iii) or the Fee Letter, as applicable, as each may be amended, supplemented or otherwise modified from time to time in accordance therewith.

“Permanent Securities Registration Rights Agreement”: collectively, one or more registration rights agreements, providing for the registration of one or more series of Permanent Securities under the Securities Act, to be entered into by the Issuer and the Guarantors in connection with the issuance of Permanent Securities.

“Permitted Lien”: any Lien permitted by Section 7.3.

“Permitted Refinancing”: any Indebtedness or Capital Stock issued in exchange for, or for the purpose of applying the net proceeds thereof to extend, refinance, renew, replace, defease or refund other Indebtedness; provided that:

- (a) the principal amount (or accreted value, if applicable) of such Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest thereon and the amount of all fees, expenses and premiums incurred in connection therewith);
- (b) such Indebtedness has a final maturity date later than the final maturity date of, and has a weighted average life to maturity equal to or greater than the weighted average life to maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and
- (c) such Indebtedness is incurred by the obligor (or obligors) on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

“Person”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: at a particular time, any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Press Release”: (i) in relation to the Scheme, the Scheme Press Release or (ii) in relation to the Offer, the Offer Press Release.

“Properties”: the facilities and properties owned, leased or operated by any Group Member.

“Recourse Vehicle Indebtedness”: Indebtedness (i) secured by, payable from or representing beneficial interests in Eligible Assets or (ii) that is unsecured, the proceeds of which are used, directly or indirectly, to purchase Eligible Assets, which, in each case, provides for recourse to the

Borrower or any Subsidiary (other than a Securitization Entity); provided that Recourse Vehicle Indebtedness shall not include any Indebtedness of the Borrower and Avis Budget Finance in respect of the Senior Unsecured Notes and any Permitted Refinancing thereof.

“Recovery Event”: any settlement of or payment in a principal amount greater than \$25,000,000 in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Loan Party.

“Reference Period”: as defined in the definition of “Consolidated EBITDA”.

“Register”: as defined in Section 10.6(b).

“Regulated Subsidiary”: AmeriGuard Retention Group, Inc. or any similar insurance subsidiary (if it becomes a Subsidiary through the Acquisition).

“Regulation S-X”: Regulation S-X, promulgated pursuant to the Securities Act of 1933, as such Regulation is in effect on the date hereof.

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Reinvestment Deferred Amount”: with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Loan Party in connection therewith that are not applied to prepay the Loans pursuant to Section 2.11(b) as a result of the delivery of a Reinvestment Notice.

“Reinvestment Event”: any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

“Reinvestment Notice”: a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to (a) acquire or repair assets useful in its business or (b) make acquisitions permitted under Section 7.7.

“Reinvestment Prepayment Amount”: with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair assets useful in the Borrower’s business or to make acquisitions permitted under Section 7.7.

“Reinvestment Prepayment Date”: with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair assets useful in the Borrower’s business with all or any portion of the relevant Reinvestment Deferred Amount.

“Related Eligible Assets”: Eligible Assets that secure or are the direct or indirect source of payment for AESOP Indebtedness, Securitization Indebtedness, Recourse Vehicle Indebtedness or Additional Foreign Vehicle Indebtedness.

“Related Taxes”: any and all Taxes required to be paid by the Borrower or any Parent other than Taxes directly attributable to (i) the income of any entity other than any Parent, Holdings, the Borrower or any of its Subsidiaries, (ii) owning the Capital Stock of any corporation or other entity other than any Parent, Holdings, the Borrower or any of its Subsidiaries or (iii) withholding taxes on payments

actually made by any Parent other than to any other Parent, Holdings, the Borrower or any of its Subsidiaries.

“Reorganization”: with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“Reportable Event”: any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under subsections .27, .28, .29, .30, .31, .32, .34 or .35 of PBGC Reg. § 4043.

“Required Lenders”: at any time, Lenders having Loans or, prior to the Initial Funding Date, Interim Loan Commitments, representing at least a majority of the sum of all Loans outstanding or Interim Loan Commitments, as the case may be, at such time.

“Requirements of Law”: as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court of competent jurisdiction or other Governmental Authority, in each case applicable to and binding upon such Person and any of its property, and to which such Person and any of its property is subject.

“Responsible Officer”: the chief executive officer, president, chief accounting officer, chief financial officer, treasurer or assistant treasurer of the Borrower.

“Restricted Payments”: as defined in Section 7.6.

“Revolving Credit Agreement”: that certain Credit Agreement, dated as of 24 June, 2010, among Avis Finance Company plc, as borrower, the Target and Avis Europe Holdings Ltd., as guarantors, Barclays Bank plc as agent, each other agent, arranger or bookrunner party thereto, and the lenders party thereto, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case as amended, restated, supplemented, modified, renewed, refunded, replaced (whether at maturity or thereafter) or refinanced from time to time in one or more agreements (in each case with the same or new agents, lenders or institutional investors), including any agreement adding or changing the borrower or any guarantor or extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder.

“S&P”: Standard & Poor’s Financial Services LLC.

“Scheme”: a scheme of arrangement made pursuant to Part 26 of the Companies Act between the Target and the holders of the Target Shares and the related reduction of capital under Section 649 of the Companies Act in relation to the cancellation of the entire issued share capital of the Target and the subsequent issue of new shares in the Target to Bidco as contemplated by the Scheme Circular (as such Scheme Circular may be amended in accordance with the terms of this Agreement).

“Scheme Acquisition Agreement”: as defined in the preliminary statements to this Agreement.

“Scheme Circular”: the circular to the shareholders of Target, issued, or to be issued, by the Target setting out the proposals for the Scheme.

“Scheme Documentation”: the Scheme Acquisition Agreement and Scheme Circular.

“Scheme Effective Date”: the date on which a copy of the court order sanctioning the Scheme is duly filed on behalf of the Target with the Registrar of Companies in accordance with section 899 of the Companies Act.

“Scheme Press Release”: the press release announcing, in compliance with Rule 2.5 of the Takeover Code, a firm intention to proceed with the Scheme.

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Second Lien Collateral Agreement”: the security agreement to be executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A to the Existing Credit Agreement.

“Second Lien Security Documents”: the collective reference to the Second Lien Collateral Agreement and all other security documents hereafter delivered to the Administrative Agent on or after the Initial Funding Date granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

“Securities”: as defined in the Fee Letter.

“Securities Act”: the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Proceeds”: as defined in Section 2.9.

“Securitization Entity”: any Subsidiary or other Person (a) engaged solely in the business of effecting asset securitization transactions and related activities or (b) whose primary purpose is to hold title or ownership interests in Eligible Assets, it being understood that each Canadian Securitization entity, shall be deemed to be a Securitization Entity.

“Securitization Indebtedness”: Indebtedness incurred by or attributable to a Securitization Entity that does not permit or provide for recourse (other than Standard Securitization Undertakings) to the Borrower or any Subsidiary of the Borrower (other than a Securitization Entity or a Foreign Subsidiary organized under the laws of Canada) or any property or asset of the Borrower or any Subsidiary of the Borrower (other than the property or assets of, or any equity interests or other securities issued by, a Securitization Entity or a Foreign Subsidiary organized under the laws of Canada).

“Security Documents”: as defined in the Existing Credit Agreement.

“Senior Notes”: one or more series of senior notes to be issued by the Issuer in exchange for the Extended Term Loans under the Permanent Securities Indenture pursuant to Section 2.24, in an aggregate principal amount up to \$580,000,000, plus any interest paid-in-kind, and any modification, replacement, renewal or extension thereof.

“Senior Notes Registration Rights Agreement”: as defined in Section 2.24(b).

“Senior Unsecured Note Indenture”: the Indenture entered into by the Borrower and Avis Budget Finance in connection with the issuance of the Senior Unsecured Notes, together with all instruments and other agreements entered into by the Borrower, Avis Budget Finance and any other Subsidiary of the Borrower in connection therewith.

“Senior Unsecured 2019 Note Indenture”: the Indenture dated as of October 15, 2010 entered into by the Borrower and Avis Budget Finance in connection with the issuance of the Senior Unsecured 2019 Notes, together with all instruments and other agreements entered into by the Borrower, Avis Budget Finance and any other Subsidiary of the Borrower in connection therewith.

“Senior Unsecured Notes”: (i) the 7.625% senior notes of the Borrower and Avis Budget Finance due 2014, (ii) the 7.75% senior notes of the Borrower and Avis Budget Finance due 2016 and (iii) the floating rate senior notes of the Borrower and Avis Budget Finance due 2014 issued pursuant to the Senior Unsecured Note Indenture.

“Senior Unsecured 2019 Notes”: the 8.25% senior notes of the Borrower and Avis Budget Finance due 2019 issued pursuant to the Senior Unsecured 2019 Notes Indenture.

“Separation Agreement”: as described on Schedule 1.1D.

“Significant Subsidiary”: any Subsidiary that would be a “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X.

“Single Employer Plan”: any Plan that is covered by Title IV of ERISA, but that is not a Multiemployer Plan.

“Specified Intercreditor Agreement”: as defined in Section 6.15.

“Standard Securitization Undertakings”: representations, warranties (and any related repurchase obligations), servicer obligations, guarantees, covenants and indemnities entered into by the Borrower or any Subsidiary of the Borrower of a type that are reasonably customary in securitizations.

“Subsidiary”: (a) with respect to any Person, any corporation, association, joint venture, partnership, limited liability company or other business entity (whether now existing or hereafter organized) of which at least a majority of the voting stock or other ownership interests having ordinary voting power for the election of directors (or the equivalent) is, at the time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person or (b) any partnership where more than 50% of the general partners of such partnership are owned or controlled, directly or indirectly, by (i) such Person and/or (ii) one or more Subsidiaries of such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower; provided, that, at Borrower’s election, any Person in which an investment is made pursuant to Section 7.7(p) shall, so long as such investment is maintained in reliance on such Section, not be a “Subsidiary” of the Borrower for any purpose of this Agreement (other than Section 6.1) (each such Person referred to in this proviso being an “Excluded Person”); provided, further, that Borrower may elect to designate any Excluded Person as a “Subsidiary” at any time, upon which such Excluded Person shall be a “Subsidiary” for all purposes of this Agreement and be required to comply with all requirements applicable to such Subsidiary herein.

“Subsidiary Guarantor”: each Subsidiary of the Borrower other than any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity.

“Successful Syndication”: as defined in the Fee Letter.

“Swap Agreement”: any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates,

currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a “Swap Agreement”.

“Takeout Financing”: as defined in the Fee Letter.

“Takeover Code”: City Code on Takeovers and Mergers.

“Target”: as defined in the preliminary statements to this Agreement.

“Target Shares”: all the issued and unconditionally allotted share capital in the Target and any further shares in the capital of the Target which may be issued or unconditionally allotted pursuant to the exercise of any outstanding subscription or conversion rights or otherwise together with all related rights.

“Tax Sharing Agreement”: as described on Schedule 1.1E.

“Taxes” means any taxes, charges or assessments, including but not limited to income, sales, use, transfer, rental, ad valorem, value-added, stamp, property consumption, franchise, license, capital, net worth, gross receipts, excise, occupancy, intangibles or similar tax, charges or assessments, and including any interest, additions to tax or penalties applicable thereto.

“Transaction Expenses”: any fees or expenses incurred or paid by the Borrower or any Subsidiary (including Target and its subsidiaries) in connection with the Transactions, this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

“Transactions”: collectively, (a) the execution, delivery and performance by the Borrower of the Loan Documents to which they are a party, (b) the borrowings hereunder and/or the issuance of Securities and the use of proceeds of each of the foregoing, (c) the refinancing of the Revolving Credit Agreement in connection with the Acquisition, (d) the Acquisition (including the execution of the Scheme and payment of the Acquisition Consideration), (e) the Equity Contribution, (f) any other transactions related to or entered into in connection with any of the foregoing and (g) the payment of the fees and expenses incurred in connection with any of the foregoing.

“Transferee”: any Assignee or Participant.

“Trustee”: as defined in Section 2.24(b)(iv).

“Type”: as to any Loan, its nature as an ABR Loan or a Eurocurrency Loan.

“UK Holdco”: AE Holdco Limited (Company number 7665598), a limited liability company formed under the laws of England and Wales.

“United States”: the United States of America.

“Wholly Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

“Withholding Agent”: any Loan Party and the Administrative Agent.

“WTH Funding LP”: WTH Funding Limited Partnership, an Ontario limited partnership, and any successor special purpose entity formed for the purpose of engaging in vehicle financings in Canada.

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, all terms of an accounting or financial nature relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, as in effect from time to time; provided that, notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar effect) to value any Indebtedness or other liabilities of any Group Member at “fair value”, as defined therein; provided, further, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after the change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding anything to the contrary herein, any obligations of a Person under a lease (whether existing now or entered into in the future) that is not (or would not be) required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP as in effect on the Commitment Effective Date shall not be treated as capital lease solely as a result (x) the adoption of changes in or (y) changes in the application of GAAP after the Commitment Effective Date.

(c) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (ii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iii) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (iv) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(d) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(e) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2.1 Interim Loan Commitments. Subject to the terms and conditions hereof, each Lender severally agrees to make a loan (each, an “Interim Loan”) in Dollars to the Borrower on the Initial Funding Date in an amount not to exceed the amount of the Interim Loan Commitment of such Lender (or, if an amount less than the aggregate amount of all Interim Loan Commitments shall be borrowed on the Initial Funding Date, such Lender’s pro rata share of the Interim Loans to be made on the Initial Funding Date (based on the percentage which such Lender’s Interim Loan Commitment represents of the aggregate of all Interim Loan Commitments)). The Interim Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.12.

2.2 Procedure for Borrowing. The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to (a) 12:00 Noon, New York City time, three Business Days prior to the anticipated Initial Funding Date, in the case of Eurocurrency Loans, or (b) 10:00 A.M., New York City time, on the day of the anticipated Initial Funding Date, in the case of ABR Loans) requesting that the Lenders make the Interim Loans on the Initial Funding Date and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent shall promptly notify each Lender thereof. Not later than 12:00 Noon, New York City time, on the Initial Funding Date each Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Interim Loan or Interim Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Lenders in immediately available funds.

2.3 Repayment of Loans. The Loans shall be repaid in full on the Maturity Date.

2.4 [Reserved].

2.5 [Reserved].

2.6 [Reserved].

2.7 [Reserved].

2.8 Fees, etc. (a) The Borrower agrees to pay to (i) the Initial Lenders, for their own accounts, a nonrefundable senior bridge commitment fee (the “Bridge Commitment Fee”) and (ii) the Lenders, (x) a funding fee (the “Funding Fee”) and (y) a nonrefundable conversion fee (the “Conversion Fee”), in each case, on terms and conditions and at the times and dates specified in the Fee Letter.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.9 Termination or Reduction of Commitments. Unless previously terminated in accordance with the terms hereof, if the Initial Funding Date shall not have occurred by such time, all the Interim Loan Commitments shall automatically terminate on the termination of the Certain Funds Period. All Interim Loan Commitments shall automatically terminate upon the making of the Interim Loans on the Initial Funding Date. Upon each issuance of Securities prior to the Initial Funding Date, the Interim Loan Commitments of each Lender shall be reduced on a pro rata basis by an aggregate amount corresponding to the aggregate principal amount of such Securities before deducting any fees, costs or expenses related to the

issuance of such Securities (the “Securities Proceeds”) to the extent such Securities Proceeds are released from the associated bond escrow account and are either (i) deposited into the Escrow Account (as defined in the Borrower Escrow Agreement) or (ii) used to satisfy the Acquisition Consideration. In addition, prior to the Initial Funding Date, the Borrower in its sole discretion but in consultation with the Administrative Agent may reduce the Interim Loan Commitments of each Lender on a pro rata basis by an aggregate amount corresponding to the amount of cash contributed by ABG or its Affiliates, in each case, to the extent such cash is deposited into the Escrow Account (as defined in the Borrower Escrow Account) to be used to satisfy the Acquisition Consideration.

2.10 Optional Prepayments. The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon irrevocable notice (except as otherwise provided below) delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three Business Days prior thereto, in the case of Eurocurrency Loans, and no later than 12:00 Noon, New York City time, on the day of such prepayment, in the case of ABR Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurocurrency Loans or ABR Loans; provided, that if a Eurocurrency Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.20; provided, further, that such notice to prepay the Loans delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or a Change in Control, in either case, which such notice may be revoked by the Borrower (by further notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Notwithstanding the foregoing, the revocation of a termination notice shall not affect the Borrower’s obligation to indemnify any Lender in accordance with Section 2.20 for any loss or expense sustained or incurred as a consequence thereof. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of Loans shall be in an aggregate principal amount of \$1,000,000 or a whole multiple thereof.

2.11 Mandatory Prepayments. (a) If any Indebtedness shall be issued or incurred by any Group Member (excluding any Indebtedness incurred in accordance with Section 7.2) without prejudice to any Event of Default that may occur thereby, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied on the date of such issuance or incurrence, or in the event such Net Cash Proceeds are received after 12:00 Noon, New York City time, on the next Business Day, toward the prepayment of the Loans as set forth in Section 2.11(c).

(b) If on any date any Loan Party shall receive Net Cash Proceeds from any Asset Sale or Recovery Event then, unless a Reinvestment Notice shall be delivered in respect thereof, 100% of such Net Cash Proceeds or, in the case of any Disposition permitted by Section 7.5(f), 100% of such Net Cash Proceeds, shall be applied within three Business Days toward the prepayment of the Loans as set forth in Section 2.11(c); provided that on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Loans as set forth in Section 2.11(c).

(c) Amounts to be applied in connection with prepayments of the outstanding Loans pursuant to this Section 2.11 shall be applied, first, to ABR Loans and, second, to Eurocurrency Loans and, in each case, in accordance with Section 2.17(b). Each prepayment of the Loans under this Section 2.11 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid. If no Loans are outstanding, such remaining amounts shall be retained by the relevant Group Member.

(d) Notwithstanding the provisions of Section 2.11(a) and (b), the Borrower is not obligated to apply such Net Cash Proceeds to prepay outstanding Loans to the extent that such Net Cash

Proceeds are required to be and are applied pursuant to the Existing Credit Agreement in satisfaction of obligations under the Existing Credit Agreement.

2.12 Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurocurrency Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 11:00 A.M., New York City time, on the Business Day preceding the proposed conversion date, provided that any such conversion of Eurocurrency Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to Eurocurrency Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor), provided that no ABR Loan may be converted into a Eurocurrency Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Required Lenders have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

(b) Any Eurocurrency Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans, provided that no Eurocurrency Loan may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such continuations (and the Administrative Agent shall notify the Borrower within a reasonable amount of time of any such determination), and provided, further, that if the Borrower shall fail to give any required notice as described above in this paragraph such Loans shall be automatically continued as Eurocurrency Loans having an Interest Period of one month in duration or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

2.13 Limitations on Eurocurrency Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurocurrency Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that, (a) after giving effect thereto, the aggregate principal amount of the Eurocurrency Loans comprising each Eurocurrency Tranche shall be equal to \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof and (b) no more than ten Eurocurrency Tranches shall be outstanding at any one time.

2.14 Interest Rates and Payment Dates. (a) Each Eurocurrency Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurocurrency Rate determined for such day plus the Applicable Margin. Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(b) Each Extended Term Loan shall bear interest at a rate per annum equal to the Applicable Margin for the Extended Term Loans.

(c) (i) If all or a portion of the principal amount of any Loan shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2% and (ii) if all or a portion of any interest payable on any Loan or any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then

applicable to ABR Loans plus 2%, in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

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

2.15 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of a Eurocurrency Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.14(a).

2.16 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurocurrency Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Required Lenders that the Eurocurrency Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the Lenders as soon as practicable thereafter. If such notice is given (w) any Eurocurrency Loans requested to be made on the first day of such Interest Period shall be made as ABR Loans, (x) any Loans that were to have been converted on the first day of such Interest Period to Eurocurrency Loans shall be continued as ABR Loans and (y) any outstanding Eurocurrency Loans shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurocurrency Loans shall be made or continued as such, nor shall the Borrower have the right to convert Loans to Eurocurrency Loans.

2.17 Pro Rata Treatment and Payments. (a) Each payment by the Borrower on account of any fee and any reduction of the Interim Loan Commitments of the Lenders shall be made pro rata among the Lenders in accordance with their respective applicable Interim Loan Commitments (or, if such Interim Loan Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans).

(b) Each payment (including each prepayment) by the Borrower on account of principal of

and interest on the Loans shall be made pro rata according to the respective outstanding principal amounts of the Loans then held by the Lenders. Amounts prepaid on account of the Loans may not be reborrowed.

(c) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 1:00 P.M., New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurocurrency Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurocurrency Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(d) Unless the Administrative Agent shall have been notified in writing by any Lender prior to the Initial Funding Date that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Initial Funding Date, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate up to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after the Initial Funding Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans, on demand, from the Borrower.

(e) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.18 Requirements of Law. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject any Lender to any additional tax of any kind whatsoever with respect to this Agreement or any Eurocurrency Loan made by it (except for taxes addressed by Section 2.19

(including any Excluded Taxes) and changes in the rate of tax on the overall net or gross income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurocurrency Rate; or

(iii) shall impose on such Lender any other condition not described in (or excepted from) the foregoing (i) and (ii);

and the result of any of the foregoing is to increase the cost to such Lender by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining Eurocurrency Loans, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than six months prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(d) Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall, in each case, be deemed to be a change in a Requirement of Law, regardless of the date enacted, adopted, issued or implemented.

2.19 Taxes. (a) All payments made by or on behalf of the Borrower under this

Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding (a) net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or any Lender by the jurisdiction (or any political subdivision or taxing authority thereof or therein) under the laws of which the Administrative Agent or such Lender is organized or incorporated or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, and any taxes imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) and (b) any branch profit taxes imposed by the United States or any similar tax imposed by any other Governmental Authority; provided that, if any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings (“Non-Excluded Taxes”) or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder, as determined in good faith by the applicable Withholding Agent, (x) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (y) the amounts so payable by the Borrower to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made, provided further, however, that the Borrower shall not be required to increase any such amounts payable to any Lender with respect to any Taxes (i) that are attributable to such Lender’s failure to comply with the requirements of paragraph (e) or (f) of this Section, (ii) that are United States withholding taxes resulting from any Requirement of Law (including FATCA) in effect on (and, in the case of FATCA, including any regulations or official interpretations thereof issued after) the date such Lender becomes a party to this Agreement (or designates a new lending office or offices) except, in the case of an assignment or designation of a new lending office, to the extent that the Lender making such assignment or designation was entitled, at the time of such assignment or designation, to receive additional amounts from the Borrower with respect to Non-Excluded Taxes pursuant to this Section or (iii) that are imposed as a result of a Lender’s gross negligence or willful misconduct (amounts described in the foregoing clauses (a), (b), (i), (ii) and (iii), “Excluded Taxes”).

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If (i) the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) the Borrower fails to remit to the Administrative Agent the required receipts or other required documentary evidence or (iii) any Non-Excluded Taxes or Other Taxes are imposed directly upon the Administrative Agent or any Lender, the Borrower shall indemnify the Administrative Agent and the Lenders for such amounts and any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure, in the case of (i) and (ii), or any such direct imposition, in the case of (iii).

(d) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any

Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) Each Lender (or Transferee) (i) that is not a "United States Person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) (x) two copies of either U.S. IRS Form W-8BEN, Form W-8ECI or Form W-8IMY (together with any applicable underlying IRS forms) (y) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit F and the applicable Form W-8, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement and the other Loan Documents, or (z) any other form prescribed by applicable requirements of U.S. federal income tax law (including FATCA) as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made and (ii) that is a "United States Person" as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent (or in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of U.S. Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Such forms shall be delivered by each Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender at any other time prescribed by applicable law or as reasonably requested by the Borrower. Each Non-U.S. Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (and any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this Section, a Non -U.S. Lender shall not be required to deliver any form pursuant to this Section that such Non -U.S. Lender is not legally able to deliver.

(f) A Lender or Transferee that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate; provided that such Lender is legally entitled to complete, execute and deliver such documentation.

(g) If the Administrative Agent, any Transferee or any Lender determines, in its sole good faith discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to Section 2.18 or this Section 2.19, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under Section 2.18 or this Section 2.19 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Transferee or such Lender and without interest (other than any interest

paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of the Administrative Agent, such Transferee or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Transferee or such Lender in the event the Administrative Agent, such Transferee or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent, any Transferee or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(h) Each Assignee shall be bound by this Section 2.19.

(i) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.20 Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any actual loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurocurrency Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurocurrency Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurocurrency Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount up to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin and any minimum Eurocurrency Rate to the extent in effect, included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurocurrency market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.21 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a).

2.22 Replacement of Lenders. The Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 2.18 or 2.19(a), (b) becomes a Defaulting Lender or (c) fails to give its consent for any issue requiring the consent of 100% of the Lenders or all affected Lenders (and such Lender is an affected Lender) and for which Required Lenders have consented, with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) prior to any such replacement, such Lender shall have taken no action under Section 2.21 so as to eliminate the continued need for payment of amounts owing pursuant to Section 2.18 or 2.19(a), (iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (v) the Borrower shall be liable to such replaced Lender under Section 2.20 if any Eurocurrency Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (vi) the replacement financial institution shall be reasonably satisfactory to the Administrative Agent, (vii) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein), (viii) until such time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.18 or

2.19(a), as the case may be, and (ix) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

2.23 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) [reserved].

(b) the Interim Loan Commitment and the outstanding aggregate principal amount of the Loans of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.1); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby; and

(c) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 2.8 but excluding Section 2.22) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; (ii) second, to the funding of any Interim Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent and (iii) third, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction.

No Interim Loan Commitment of any Lender shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 2.23, performance by the Borrower of its obligations shall not be excused or otherwise modified as a result of the operation of this Section 2.23. The rights and remedies against a Defaulting Lender under this Section 2.23 are in addition to any other rights and remedies which the Borrower, the Administrative Agent or any Lender may have against such Defaulting Lender.

If the Borrower and the Administrative Agent agree in writing in their reasonable determination that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, to the extent the Initial Funding Date has occurred, that Lender will, to the extent applicable, take such other actions as the Administrative Agent may determine to be necessary to cause such Lender to fund its Interim Loans in respect of its Interim Loan Commitment; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided.

further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender

2.24 Permanent Refinancing.

(a) Conversion to Extended Term Loans. On the Interim Loan Conversion Date, so long as (i) no Event of Default under Section 8(f) shall have occurred and then be continuing and (ii) the Administrative Agent receives an officer's certificate from the Borrower certifying to the foregoing, all outstanding Interim Loans shall be converted into term loans (each, an "Extended Term Loan") having an aggregate principal amount equal to the principal amount of such Interim Loans not repaid in cash on or prior to such date. Upon the conversion of the Interim Loans into Extended Term Loans, each Lender shall cancel on its records a principal amount of the Interim Loans held by such Lender corresponding to the principal amount of Extended Term Loans issued by such Lender, which corresponding principal amount of the Interim Loans shall be satisfied by the conversion of such Interim Loans into Extended Term Loans in accordance with this Section 2.24(a). If an Event of Default described in Section 8(f) shall have occurred and be continuing on the Interim Loan Conversion Date, the Interim Loans shall not be so converted and the Interim Loans shall be due and payable on the Interim Loan Conversion Date. Notwithstanding anything to the contrary contained in Section 10.1, on or after the Interim Loan Conversion Date, the parties hereto agree to amend this Agreement (i) to permit the "Mandatory Prepayment" requirements, the "Affirmative Covenants", the "Negative Covenants" and the "Events of Default" provisions that would be in the Permanent Securities Indenture (including related defined terms that would be in the Permanent Securities Indenture), with such changes as may be necessary in the reasonable discretion of the Administrative Agent, to be applicable to the Extended Term Loans in lieu of Section 2.11, Section 6, Section 7 and Section 9 of this Agreement and related defined terms, respectively, and (ii) to include an AHYDO "catch-up" payment provisions and permit any payments thereunder.

(b) Exchange For Senior Notes.

(i) On any Business Day on or after the Interim Loan Conversion Date, at the option of the applicable Lender, the Extended Term Loans may be exchanged in whole or in part for one or more Senior Notes having an aggregate principal amount equal to the unpaid principal amount of such Extended Term Loans (an "Exchange"; the date on which any Exchange is or is proposed to be consummated is referred to herein as the "Exchange Date"). The Issuer shall not be required to issue Senior Notes in any Exchange unless the Borrower shall have received requests to issue at least \$100,000,000 in aggregate principal amount of Senior Notes (or, if less, an aggregate principal amount equal to the amount of outstanding Extended Term Loans); provided, however, that the foregoing requirement shall not apply with respect to any Exchange with respect to the issuance of additional Senior Notes of the same series or that are issued under an existing Permanent Securities Indenture.

(ii) Such Lender shall provide the Borrower an irrevocable written notice of such election (each such notice, an "Exchange Notice" and the first such notice the "Initial Exchange Notice"), substantially in the form of Exhibit A, at least fifteen Business Days prior to the Exchange Date. The Exchange Notice shall specify the principal amount of Extended Term Loans to be exchanged (which shall be at least \$100,000 and integral multiples of \$50,000 in excess thereof or the entire remaining aggregate principal amount of Extended Term Loans of such Lender). Extended Term Loans exchanged for Senior Notes pursuant to this Section 2.24 shall be deemed repaid and canceled, and the Senior Notes so issued shall be governed by and construed in accordance with the provisions of the applicable Permanent Securities Indenture.

(iii) For each Exchange, the provisions of the Senior Notes issued in such Exchange shall be similar to those described in the Fee Letter and consistent with the Permanent Securities Indenture, with such changes as may be necessary, in the reasonable discretion of the Lead Arrangers, in order for such Senior Notes to contain customary terms and provisions for high yield debt securities at the time of such Exchange; provided, that the Borrower may redeem any Senior Notes held by the Initial Lenders pursuant to an Exchange at par. Each Exchange, to the extent resulting in the issuance of a new series of Senior Notes, shall reduce by one the number of Takeout Financings available to the Lead Arrangers pursuant to the Fee Letter. No Exchange Notice may be given effect if there are no remaining Takeout Financings available to the Lead Arrangers pursuant to the Fee Letter.

(iv) Subject to Section 2.24(b)(v), not later than the Exchange Date specified in any Exchange Notice, the Borrower shall (A) deliver a written notice to the trustee under the Permanent Securities Indenture (the "Trustee"), directing such Trustee to authenticate and deliver Senior Notes as specified in the Exchange Notice and (B) use all commercially reasonable efforts to effect delivery of such Senior Notes to the requesting Lender.

(v) In connection with any Exchange pursuant to this Section 2.24(b) that will result in a reduction in the number of available Takeout Financings, the Borrower will comply with all of the provisions of the Fee Letter (including the provisions of the Fee Letter with respect to the timing of deliverables or other conditions to be met, which requirements with respect to timing will apply in lieu of those set forth in this Section 2.24), unless such requirements with respect to the timing of the deliverables or other conditions precedent to be met in respect of a Takeout Financing in the Fee Letter are waived in writing by the Lead Arrangers in their sole discretion.

(c) The Borrower agrees that prior to (or, where applicable, simultaneous with) any exchange of Extended Term Loans for Senior Notes:

(i) the Borrower shall have selected a bank or trust company reasonably acceptable to the Lenders to act as Trustee.

(ii) the Issuer, each Guarantor and the Trustee shall have entered into a Permanent Securities Indenture.

(iii) the Senior Notes to be issued in the Exchange shall have been approved for listing subject to official notice of issuance on any applicable stock exchange.

(iv) the Issuer shall have issued the Senior Notes pursuant to the Permanent Securities Indenture substantially in the applicable form set forth therein.

(v) the Issuer and each Guarantor shall have provided to the Administrative Agent copies of resolutions of its Board of Directors approving the execution and delivery of the Permanent Securities Indenture and, in the case of the Issuer, the issuance of the Senior Notes, together with a customary certificate of the secretary of the Borrower or such Guarantor certifying such resolutions.

(vi) the Borrower and each Guarantor shall have executed and delivered the Permanent Securities Registration Rights Agreement (if applicable).

(vii) the Borrower and each Guarantor shall have provided to the Lenders copies of resolutions of its Board of Directors approving the execution and delivery of a customary

registration rights agreement in respect of the Senior Notes (“Senior Notes Registration Rights Agreement”) (if applicable), together with a customary certificate of the secretary of the Borrower or such Guarantor certifying such resolutions.

(viii) the Borrower shall have caused its counsel to deliver to the Administrative Agent an executed legal opinion in form and substance customary for a transaction of that type to be mutually agreed upon by the Borrower and the Administrative Agent (including, without limitation, with respect to due authorization, execution and delivery, validity and enforceability of the Permanent Securities Indenture and the Senior Notes Registration Rights Agreement (if applicable)).

(d) Subject to Section 2.24(b)(v), if the foregoing conditions set forth in Section 2.24(c) are not satisfied on the Exchange Date specified in the applicable Exchange Notice, then the Lenders shall retain all of their rights and remedies with respect to the Extended Term Loans pursuant to this Agreement until such conditions are satisfied and the Extended Term Loans are so exchanged for Senior Notes. Subject to Section 2.24(b)(v), the Borrower agrees to satisfy the conditions set forth in Section 2.24(c) no later than the Exchange Date specified in the applicable Exchange Notice.

(e) Nothing in this Section 2.24 shall prevent or limit the ability of the Borrower from repaying or refinancing the Loans in any other manner not otherwise prohibited by this Agreement.

2.25 AHYDO. If the Loans remain outstanding after the fifth anniversary of the Initial Funding Date (or, if later, after the fifth anniversary of the date that the Loans are deemed exchanged for purposes of for purposes of Section 1.1001-1(a) of the United States Treasury Regulations) and the aggregate amount of the accrued but unpaid interest on the Loans (for purposes of Section 163(i) of the Code) as of any Testing Date (as defined below) occurring after such fifth anniversary exceeds an amount equal to the Maximum Accrual (as defined below), then all such accrued but unpaid interest on the Loans as of such time in excess of the Maximum Accrual shall be paid in cash by the Borrower to the holders thereof on such Testing Date, it being the intent of the parties hereto that the deductibility of interest under the Loans shall not be limited or deferred by reason of Section 163(i) of the Code. For these purposes, the “Maximum Accrual” is an amount equal to the product of such Loans’ “issue price” and their “yield to maturity” (in each case for purposes of Section 163(i) of the Code), and a “Testing Date” is any Interest Payment Date and the date on which any “accrual period” (for purposes of Section 163(i) of the Code) closes. Any accrued interest that for any reason has not theretofore been paid shall be paid in full on the date on which the final principal payment on a Loan is made.

SECTION 3. [RESERVED]

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders (A) to enter into this Agreement on the Commitment Effective Date, Holdings and the Borrower hereby jointly and severally represent and warrant to the Administrative Agent and each Lender that, on the Commitment Effective Date, the statements set forth below in Sections 4.3, 4.4, 4.5, 4.7, 4.11, 4.13, 4.14 and 4.16 are true and correct and (B) to make each Interim Loan to be made hereunder, Holdings and the Borrower hereby jointly and severally represent and warrant to the Administrative Agent and each Lender that, after giving effect to the Transactions, on the Initial Funding Date each of the following statements are true and correct:

4.1 Financial Condition. The audited consolidated balance sheets of the Borrower as at December 31, 2010, December 31, 2009 and December 31, 2008, and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates (the “Consolidated Financial”

Statements”), reported on by and accompanied by an unqualified report from Deloitte & Touche LLP, present fairly the consolidated financial condition of the Borrower as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein). No Group Member has any material Guarantee Obligations, or any unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements referred to in this paragraph, as of the date of such financial statements. During the period from December 31, 2010 to and including the date hereof there has been no Disposition by any Group Member of any material part of the business or property of the Group Members taken as a whole.

4.2 No Change. Since December 31, 2010, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

4.3 Existence; Compliance with Law; Power. Each Group Member (a) is duly organized, validly existing and to the extent relevant in such jurisdiction, in good standing under the laws of the jurisdiction of its organization, except where (other than the Borrower) the failure to be so organized, existing or in good standing could not reasonably be expected to have a Material Adverse Effect, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, except where failure to have such power, authority and legal right could not reasonably be expected to have a Material Adverse Effect, (c) is duly qualified as a foreign corporation or other organization and in good standing or has applied for authority to operate as a foreign corporation under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and where a failure to be in good standing as a foreign corporation would have a Material Adverse Effect; (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect; and (e) has the power and authority, and the legal right, to make, deliver and perform the Loan Documents and the Acquisition Documentation to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder.

4.4 Authorization; Enforceable Obligations. (a) Each Loan Party has taken all necessary organizational action to authorize the Transactions.

(b) No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except (i) consents, authorizations, filings and notices described in Schedule 4.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect, (ii) consents, authorizations, filings and notices, which will be made or obtained by the time required by law and (iii) consents, approvals, registrations, filings, permits, notices or actions, the failure of which to obtain or make could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto and this Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, subject to the Legal Reservations.

4.5 No Legal Bar. The Transactions will not violate any material Requirement of Law

or any material Contractual Obligation of any Group Member and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than Permitted Liens). No Requirement of Law or Contractual Obligation applicable to the Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.

4.6 Litigation. Except as disclosed by the Borrower to the Lenders in writing at least three Business Days prior to the Commitment Effective Date, there shall not exist any action, investigation, litigation or proceeding pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or Governmental Authority that would have a Material Adverse Effect.

4.7 No Default. No Group Member is in default under or with respect to any of its Contractual Obligations in any respect that could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

4.8 Ownership of Property; Liens. Each Group Member has title in fee simple to, or a valid leasehold interest in, all its real property (except as could not reasonably be expected to have a Material Adverse Effect) and none of such property is subject to any Lien except a Permitted Lien.

4.9 Intellectual Property. Each Group Member owns, or is licensed to use, to its knowledge, all material Intellectual Property necessary for the conduct of its business as currently conducted. Except as set forth on Schedule 4.9, to each Group Member's knowledge, no claim has been asserted and is pending against such Group Member by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does Holdings or the Borrower know of any valid basis for any such claim that if adversely determined could have a material adverse effect on the value of any material Intellectual Property owned by such Group Member. Subject to the foregoing sentence, the use of Intellectual Property by each Group Member does not infringe, to its knowledge, on the rights of any Person in any material respect.

4.10 Taxes. Each Group Member has filed or caused to be filed all federal, state and local income and other material tax returns that are required to be filed by it and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any amount the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member or to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect) or with respect to which the failure to have filed such tax returns or have paid such taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.11 Federal Regulations. No part of the proceeds of the Loans will be used (a) for "buying" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect for any purpose that violates the provisions of the Regulations of the Board or (b) for any purpose that violates the provisions of the Regulations of the Board. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

4.12 ERISA. Neither a Reportable Event nor a failure to satisfy the "minimum funding standards" (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to each Plan (whether or not waived) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all material

respects with the applicable provisions of ERISA and the Code; (b) no termination of a Single Employer Plan has occurred, no Lien in favor of the PBGC or a Plan has arisen and no determination has been made that a Plan is, or is expected to be, “at risk” (within the meaning of Section 430 of the Code or Section 303 of ERISA), during such five-year period; (c) the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by a material amount; (d) neither the Borrower nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a liability under ERISA, and neither the Borrower nor any Commonly Controlled Entity would become subject to any material liability under ERISA if the Borrower or any such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made; and (e) no such Multiemployer Plan is in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA) or in Reorganization or Insolvent, except where, in each of clauses (a) through (e), such event or condition, together with all other events or conditions, could not reasonably be expected to have a Material Adverse Effect.

4.13 Investment Company Act; Other Regulations. No Loan Party is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

4.14 Subsidiaries. As of the Commitment Effective Date, (a) Schedule 4.14 sets forth the name and jurisdiction of organization of each Subsidiary and, (i) as to each such Subsidiary (other than WTH Funding LP), the percentage of each class of Capital Stock owned by any Loan Party and (ii) in the case of WTH Funding, LP, the names of the partners of such partnership and to the extent that the partners of such partnership are Subsidiaries, the percentage of Capital Stock of such Subsidiaries owned by any Loan Party and (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors’ qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary (other than WTH Funding LP), except as created by the Loan Documents. The shares of Capital Stock or other equity interests of each Subsidiary are owned by the Borrower, directly or indirectly, free and clear of all Liens (other than Liens created under the Security Documents and statutory Liens).

4.15 Use of Proceeds. The proceeds of the Interim Loans shall be used in accordance with the sources and uses for the Transactions set forth in Schedule 4.15

4.16 Accuracy of Information, etc. No statement or information (other than the projections and pro forma financial information) contained in this Agreement, any other Loan Document, any Confidential Information Memoranda or any other document, certificate or statement furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents taken as a whole, contained as of the date such statement, information, document or certificate was so furnished (or, in the case of any Confidential Information Memoranda, as of the date of this Agreement), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not misleading. The projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. As of the Commitment Effective Date there is no fact known to any Loan Party that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein, in

the other Loan Documents, in the Confidential Information Memoranda or in any other documents, certificates and statements furnished to the Administrative Agent and the Lenders for use in connection with the transactions contemplated hereby and by the other Loan Documents. Notwithstanding anything to the contrary set forth herein, (i) such representation and covenant, insofar as it relates to information and projections with respect to the Target and its subsidiaries is only made to the best of the Borrower's knowledge, and (ii) such representations and covenants shall exclude any untrue statement or omission arising solely from the fact that the historical financial information with respect to the Target and its subsidiaries, and the pro forma financial information with respect to the Borrower and its subsidiaries after giving effect to the Transactions (insofar as it includes historical financial information with respect to the Target and its subsidiaries), were prepared in accordance with IFRS and not GAAP and that the differences between such financial information prepared in accordance with IFRS from such financial information if it had been prepared in accordance with GAAP may be material.

SECTION 5. CONDITIONS PRECEDENT

5.1 Commitment Effective Date. The effectiveness of the Interim Loan Commitments of the Lenders are subject to the satisfaction of the following conditions precedent:

(a) Execution. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, Holdings, the Borrower and each Person listed on Schedule 1.1A and (ii) the Guarantee Agreement, executed and delivered by Holdings and each Subsidiary Guarantor.

(b) Organizational Documents and Necessary Consents. The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation or other formation documents, including all amendments thereto, of the Borrower, certified by the relevant authority of the jurisdiction of its organization, and a certificate as to the good standing of the Borrower as of a recent date, from such Secretary of State; and (ii) a certificate of an authorized signatory of each Loan Party dated the Commitment Effective Date, substantially in the form of Exhibit C and certifying (A) that attached thereto is a true and complete copy of the by-laws (or similar governing documentation) of such Loan Party as in effect on the Commitment Effective Date, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors or similar governing body of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Person is a party, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation or other formation documents of such Loan Party have not been amended since the date of the last amendment thereto shown on such certificate and (D) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith executed on behalf of such Loan Party.

(c) Patriot Act. The Borrower shall have provided all documentation and information as is reasonably requested in writing by the Administrative Agent at least three days prior to the Commitment Effective Date required by U.S. regulatory authorities under the applicable "know- your-customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

(d) Opinions of Counsel. The Administrative Agent shall have received, on behalf of itself, the Joint Lead Arrangers and the Lenders, a written opinion of Kirkland & Ellis LLP, substantially in the form set forth in Exhibit E, (i) dated the Commitment Effective Date and (ii) addressed to the Administrative Agent, the Joint Lead Arrangers and the Lenders as of the

(e) Solvency Certificate. The Administrative Agent shall have received a solvency certificate in form and substance reasonably satisfactory to it, dated the Commitment Effective Date and signed by the chief financial officer of Borrower

(f) Sources and Uses. The intended sources and uses for the Transactions shall be as set forth in Schedule 4.15.

(g) Equity Financing. The Administrative Agent shall have received a copy of the signed ABG Escrow Agreement demonstrating that the Equity Contribution has been appropriately deposited, is freely available for, together with the proceeds of Interim Loans, for purposes of funding Bidco for the purposes of completion of the Acquisition in accordance with the intended sources and uses for the Transactions set forth in Schedule 4.15.

On the Commitment Effective Date, the Administrative Agent shall deliver to the Borrower a certificate in form and substance satisfactory to the Borrower confirming the satisfaction of the foregoing conditions in clauses (a) through (g).

5.2 Initial Funding Date. The obligations of the Lenders to extend Loans in respect of the Interim Loan Commitments on the Initial Funding Date are subject to the satisfaction of the following conditions precedent on or before such date:

(a) Scheme/Offer Sanctioned. If the Scheme has not been switched to an Offer, the Scheme Effective Date shall have occurred and the Administrative Agent shall have received certified copies of (i) the court order confirming sanction of the Scheme, (ii) the shareholder resolutions referred to in and in the form set out in the Scheme Circular, and (iii) the confirmation-of-receipt stamp with respect to the registration of the court order from Companies House (or a copy of the cover letter from Target's solicitors delivering the court order to Companies House for registration, with confirmation of receipt by Companies House affixed); if the Scheme has been switched to an Offer, the Offer Unconditional Date shall have occurred and, in either case, there shall not have been any material amendment, supplement or modification of the Acquisition Documentation other than in accordance with the provisions of this Agreement or with the consent of the Administrative Agent.

(b) Limited Representations and Warranties. The representations and warranties contained in Section 4.3, Section 4.4(a) (only insofar as such representations and warranties relate to clauses (a), (d) or (e) of the definition of Transactions and (f) and (g) of the definition of Transactions solely to the extent they relate to clauses (a), (d) or (e) thereof), Section 4.4(b), Section 4.4(c) (only insofar as such representations and warranties relate to clauses (a), (d) or (e) of the definition of Transactions and (f) and (g) of the definition of Transactions solely to the extent such representations and warranties related to clauses (a), (d) or (e) thereof) and in the first sentence of Section 4.5 (only insofar as such representations and warranties relate to the execution, delivery and performance of the Loan Documents and as if the words "will not violate any material Requirement of Law or any material Contractual Obligation of any Group Member and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than Permitted Liens)" were replaced with the words "will not violate any material provision of the Certificate of Incorporation and By-Laws or other organizational or governing documents of the relevant Person"), in each case solely as they relate to the Borrower and Bidco (and not, for the avoidance of doubt, in respect of or relating to any other Group Member, the Target and its

Subsidiaries), shall be true and correct in all material respects (and in all respects if qualified by materiality) on and as of the Initial Funding Date.

(c) No Certain Funds Default. No Certain Funds Default shall be continuing unremedied or unwaived on and as of the Initial Funding Date, or would result from the Interim Loans being made or from the application of the proceeds therefrom.

(d) Certain Funds Period. The date on which the applicable advance is made is within the Certain Funds Period.

(e) Extensions of Credit Lawful. As at the date on which the Interim Loans are made, it is not unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated herein or to fund or maintain its participation in any such advance.

(f) Fees. The Borrower and Bidco shall have complied with all of their payment obligations under the Fee Letter. All accrued reasonable and documented fees and out-of-pocket expenses (including, to the extent invoiced in advance, reasonable legal fees and out-of-pocket expenses of one firm of counsel) and other compensation payable to the Administrative Agent, the Joint Lead Arrangers and the Lenders as set out in the sources and uses of the Transaction set forth in Schedule 4.15 shall have been paid.

(g) Certain Funds Covenants. There shall not have occurred and be continuing a breach of any Certain Funds Covenant.

(h) Borrowing Notice. The Administrative Agent shall have received a notice of such Borrowing as required by Section 2.2.

5.3 Certain Funds. During the Certain Funds Period, and notwithstanding any provision of any Loan Document to the contrary, the Interim Loans shall be made notwithstanding the non-satisfaction of any conditions other than the conditions specified in Section 5.1 and Section 5.2. During the Certain Funds Period (other than as referred to above) no Lender shall be entitled to (nor shall any Lender be entitled to request the Administrative Agent to):

(a) cancel its Interim Loan Commitment;

(b) rescind, terminate or cancel this Agreement or any of the Interim Loan Commitments or exercise any similar right or remedy or make or enforce any claim under the Loan Documents it may have;

(c) refuse to participate in the making of an Interim Loan;

(d) exercise any right of set-off or counterclaim in respect of an Interim Loan (other than set-off in respect of fees, costs and expenses as agreed in the funds flow document); or

(e) cancel, accelerate or cause repayment or prepayment of any amounts owing hereunder or under any other Loan Document;

provided that immediately upon the end of the Certain Funds Period, subject to the express provisions of the Loan Documents, all such rights, remedies and entitlements shall be available to the Administrative Agent or the Lenders notwithstanding that such rights, remedies and entitlements may not have been used or been available for use during the Certain Funds Period.

5.4 Acceptance of Proceeds. The acceptance of the proceeds of the Loans on the Initial Funding Date shall be deemed to constitute a representation and warranty by the Borrower on such date as to the following: (i) all representations and warranties set forth in each Loan Document shall be true and correct in all material respects (and in all respects if qualified by materiality) on and as of the Initial Funding Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (and in all respects if qualified by materiality) on and as of such earlier date and (ii) at the time of and immediately after the Initial Funding Date, no Event of Default or Default shall have occurred and be continuing.

5.5 Officer's Certificate. On the Commitment Effective Date, the Borrower shall also deliver to the Administrative Agent a certificate, dated the Commitment Effective Date and signed by a Responsible Officer of the Borrower certifying that (i) no Event of Default or Default has occurred and is continuing and (ii) all representations and warranties to be made as of the Commitment Effective Date set forth in each Loan Document are true and correct in all material respects on and as of the Commitment Effective Date; provided, however, that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects on such date.

SECTION 6. AFFIRMATIVE COVENANTS

Holdings and the Borrower jointly and severally covenant and agree with each Lender that so long as this Agreement shall remain in effect and until the earlier of (a) the Interim Loan Conversion Date and (b) the date on which the Interim Loan Commitments have been terminated and the principal of and interest on each Interim Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full, each of Holdings and the Borrower will, and will cause each of its Subsidiaries to (it being understood and agreed that the only covenants set forth in this Section 6 that shall be effective prior to the Initial Funding Date are the covenants set forth in Section 6.3, Section 6.4, Section 6.7, Section 6.12 and Section 6.14 and that on and after the Initial Funding Date all of the covenants set forth in this Section 6 shall be effective until the earlier of clauses (a) and (b) above):

6.1 Financial Statements. Furnish to the Administrative Agent (and the Administrative Agent shall furnish to each Lender):

(a) as soon as available, but in any event within 100 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by Deloitte & Touche LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 55 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments).

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied (except as approved by such accountants or officer,

as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods and shall be deemed to have been delivered on the date on which the Borrower provides notice to the Administrative Agent that such information has been posted on the Borrower's website at the website address listed on the signature pages of such notice, at www.sec.gov or at such other website identified in such notice and accessible by the Lenders without charge; provided that the Borrower shall deliver paper copies of such financial statements to the Administrative Agent or any Lender who requests the Borrower to deliver such paper copies until written notice to cease delivering paper copies is given by the Administrative Agent or such Lender. The Borrower will be deemed to have satisfied the requirements of this Section 6.1 if any parent files with the SEC and provides reports, documents and information of the types otherwise so required, in each case within the applicable time periods specified by the applicable rules and regulations of the SEC, and the Borrower is not required to file such reports, documents and information separately under the applicable rules and regulations of the SEC (after giving effect to any exemptive relief) because of the filings by such parent.

6.2 Certificates; Other Information. Furnish to the Administrative Agent (and the Administrative Agent shall furnish to each Lender) (or, in the case of clause (d), to the relevant Lender):

(a) concurrently with the delivery of the financial statements referred to in Section 6.1(a), a letter, written and signed by the independent certified public accountants reporting on such financial statements describing the scope of such financial statements and certifying that such financial statements are presented in an accurate manner and in accordance with GAAP;

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer stating that, to the best of each such Responsible Officer's knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) in the case of quarterly or annual financial statements, (x) a Compliance Certificate containing all information necessary for determining compliance by each Group Member with the provisions of this Agreement referred to therein as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be, and (y) to the extent not previously disclosed to the Administrative Agent, a description of any change in the jurisdiction of organization of any Loan Party and the name and jurisdiction of organization of any new Subsidiary;

(c) as soon as available, and in any event no later than 45 days after the end of each fiscal year of the Borrower, a consolidated budget for the following fiscal year (which shall include the Fleet Financing Forecast for such fiscal year) and, as soon as available, significant revisions, if any, of such budget with respect to such fiscal year (the "Budget"), which Budget shall in each case be accompanied by a certificate of a Responsible Officer stating that such Budget is based on reasonable estimates, information and assumptions and that such Responsible Officer has no reason to believe that such Budget is incorrect or misleading in any material respect, it being understood that such Budget is based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, and it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from Budget by a material amount; and

(d) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

6.3 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, its obligations and liabilities in respect of taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member or except to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect.

6.4 Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence (provided that Holdings and any of its Subsidiaries may change its organizational form so long as such change shall not adversely affect the interests of the Lenders) and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 and except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all property material to its business in good working order and condition consistent with industry practices, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect and (b) maintain with financially sound and reputable insurance companies insurance on all its material property in amounts and against such risks (but including in any event, to the extent available on commercially reasonable terms, public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit the Administrative Agent, and after the occurrence and during the continuance of an Event of Default, representatives of any Lender (in coordination with the Administrative Agent), to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time and upon reasonable advance notice, and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with their independent certified public accountants; provided that a representative of the Loan Parties shall be permitted to be present for any discussion with independent certified accountants referred to above. Notwithstanding Section 10.5, unless any such visit or inspection is conducted after the occurrence and during the continuance of a Default or Event of Default, the Borrower shall not be required to pay any costs or expenses incurred by the Administrative Agent, any Lender or Lender's representative in connection with such visit or inspection.

6.7 Notices. Promptly upon obtaining actual knowledge thereof, give notice to the Administrative Agent (and the Administrative Agent shall give notice to each Lender) of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority, that in either case, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting any Group Member (i) in which the amount

involved is \$50,000,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought or (iii) which relates to any Loan Document;

(d) the following events, as soon as possible and in any event within 30 days after the Borrower knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to, or satisfy the “minimum funding standard” (as defined in Section 302 of ERISA or Section 412 of the Code) with respect to, a Plan, a determination that any Plan is, or is reasonably expected to be, “at risk” (within the meaning of Section 430 of the Code or Section 303 of ERISA), the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan (or any Multiemployer Plan is in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA)) or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Plan; and

(e) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

6.8 Environmental Laws. (a) Comply with, and use commercially reasonable efforts to ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, binding notifications, registrations or permits required by applicable Environmental Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.9 Maintenance of Ratings. Use commercially reasonable efforts to maintain a public rating of the Facility and a public corporate rating for the Borrower, in each case issued by Moody’s Investor Services, Inc. and Standard & Poor’s Ratings Services.

6.10 [Reserved].

6.11 Use of Proceeds. The Borrower shall use the proceeds of the Loans solely (i) to pay the Acquisition Consideration, (ii) to pay the Transaction Expenses and (iii) to refinance the Existing Debt (including the payment of associated fees and premiums); provided that the Borrower shall be permitted to deposit proceeds of the Interim Loans into an escrow account having terms reasonably satisfactory to the Lead Arrangers solely for the purpose of using proceeds as set forth above.

6.12 Scheme Affirmative Covenants. (a) Procure that a Scheme Circular or (following a Conversion Notice) an Offer Document is issued and dispatched as soon as practicable in accordance with the timetable set out in the relevant Press Release and in any event within 28 days (or such longer period permitted by the Panel on Takeovers and Mergers) after the issuance of the relevant Press Release.

(b) Comply in all material respects with the Takeover Code, subject to any waivers granted by the Panel on Takeovers and Mergers, and all other applicable laws and regulations in relation to any Offer or Scheme.

(c) Promptly provide the Administrative Agent with such information as it may reasonably request regarding the status of the Acquisition (including, in the case of an Offer, the current level of acceptances) subject to any confidentiality, regulatory or other restrictions relating to the supply of such information.

(d) Deliver to the Administrative Agent copies of each Offer Document, receiving agent letter, any written agreement between Bidco and the Target with respect to a Scheme, all other material announcements and documents published or delivered pursuant to the Offer or Scheme (other than the Cash Confirmation) and all material legally binding agreements entered into by Bidco in connection with an Offer or Scheme, in each case except to the extent it is prohibited by law or regulation from doing so.

(e) In the event that the Scheme is switched to an Offer, (i) within 15 Business Days procure that a press release announcing, in compliance with Rule 2.5 of the Takeover Code, a firm intention to proceed with the Offer (the “Offer Press Release”) is issued, (ii) deliver to the Administrative Agent (A) a Conversion Notice and (B) the Offer Press Release and (iii) except as consented to by the Administrative Agent in writing, ensure that the terms and conditions contained in the Offer Document include the Acceptance Condition and are otherwise consistent in all material respects with those contained in the Scheme Circular (to the extent applicable for an Offer).

(f) In the case of an Offer, promptly upon Bidco acquiring 90% of the Target Shares to which the Offer relates, ensure that notices under Section 979 of the Companies Act in respect of Target Shares are issued.

(g) In the case of a Scheme, within 30 days of the Initial Funding Date, and if the Scheme has been switched to an Offer, within 30 days after the later of (i) the Initial Funding Date and (ii) the date upon which Bidco owns 75% of the Target Shares, procure that such action as is necessary is taken to re-register Target (and any other relevant members of the Target and its Subsidiaries) as a private limited company.

(h) Promptly provide the Administrative Agent with such information as it may reasonably request regarding the Equity Contribution, including the balance thereof and account in which it is deposited.

6.13 Existing Debt Repayment. As soon as permitted under the terms of the underlying documentation for the Existing Debt, all of the Existing Debt and any obligations in respect thereof (including any interest, fees or premiums owing thereon) shall be paid and satisfied in full in strict and absolute compliance with the terms of the underlying documentation for such Existing Debt.

6.14 Additional Guarantors. With respect to any new Subsidiary (other than a Foreign Subsidiary, an Excluded Subsidiary, an Excluded Person, a Securitization Entity or any Subsidiary of a Foreign Subsidiary, Excluded Subsidiary or Securitization Entity) created or acquired after the Commitment Effective Date by any Loan Party that becomes a guarantor under the Existing Credit Agreement, promptly (a) cause such new Subsidiary to become a party to the Guarantee Agreement and (ii) if reasonably requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matter described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

6.15 Second Lien Security Documents. Within 30 days of the Initial Funding Date or such later date agreed to by the Administrative Agent, Holdings and the Borrower shall and cause each Subsidiary Guarantor to (a) enter into (i) the Second Lien Security Documents, (ii) one or more customary intercreditor creditor agreements (a "Specified Intercreditor Agreement"), each in form and substance reasonably satisfactory to the Administrative Agent, establishing the relative rights of the Lenders party hereto and of the secured parties in respect of the Obligations (as defined in the Existing Credit Agreement) with respect to the Collateral and certain related matters and (b) permit the Administrative Agent to make such amendments to this Agreement as the Administrative Agent determines (in consultation with the Borrower) are appropriate or necessary in connection with the Second Lien Security Documents and any Specified Intercreditor Agreement.

SECTION 7. NEGATIVE COVENANTS

Holdings and the Borrower jointly and severally covenant and agree with each Lender that so long as this Agreement shall remain in effect and until the earlier of (a) the Interim Loan Conversion Date and (b) the date on which the Interim Loan Commitments have been terminated and the principal of and interest on each Interim Loan, all Fees and all other reasonable expenses or amounts payable under any Loan Document shall have been paid in full, each of Holdings and the Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly.

7.1 [Reserved].

7.2 Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

- (a) (i) Indebtedness of any Loan Party pursuant to any Loan Document and any Permitted Refinancing, in whole or in part, thereof and (ii) Indebtedness of any Loan Party under the Existing Senior Credit Facilities in an aggregate amount not to exceed \$2,250,000,000;
- (b) Indebtedness of the Borrower to any Subsidiary, Holdings or Parent and of any Subsidiary Guarantor to the Borrower or any other Subsidiary;
- (c) Guarantee Obligations of the Borrower, Holdings and any Subsidiary of the Borrower in respect of the Guarantee Agreement and any Security Documents;
- (d) guarantees by the Borrower or any of its Subsidiaries of obligations of any Subsidiary Guarantor or the Borrower;
- (e) obligations in respect of surety bonds, bank guarantees, letters of credit and similar obligations incurred in the ordinary course of business;
- (f) Indebtedness outstanding on the date hereof or required to be incurred pursuant to a Contractual Obligation in existence on the date hereof (other than AESOP Indebtedness and Securitization Indebtedness) and listed on Schedule 7.2(f) and any Permitted Refinancing thereof;
- (g) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(h) in an aggregate principal amount not to exceed \$100,000,000 at any one time outstanding;
- (h) Indebtedness of the Borrower and Avis Budget Finance in respect of the Senior Unsecured Notes and any Permitted Refinancing thereof;

- (i) unsecured Guarantee Obligations of Holdings and any Subsidiary of the Borrower in respect of the Senior Unsecured Notes; provided that each guarantor under the Senior Unsecured Notes or any Permitted Refinancing thereof shall be a guarantor of the Obligations pursuant to the Guarantee Agreement or such other agreement as the Administrative Agent may approve in its reasonable discretion;
- (j) AESOP Indebtedness and Additional Foreign Vehicle Indebtedness;
- (k) Securitization Indebtedness;
- (l) Recourse Vehicle Indebtedness (including any Guarantee Obligations in respect thereof);
- (m) Indebtedness incurred in connection with any acquisition by the Borrower or any of its Subsidiaries of vehicles directly from a manufacturer pursuant to such manufacturer's repurchase program; provided that (i) such Indebtedness is not greater than the net book value of such vehicles and (ii) such vehicles could not be financed under the AESOP Financing Program;
- (n) Indebtedness incurred pursuant to terminal rental adjustment clause lease financings of trucks to be used in the truck rental operations of the Borrower and its Subsidiaries;
- (o) Indebtedness under any Swap Agreement;
- (p) Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity to the Borrower or any Subsidiary Guarantor incurred in the ordinary course of business or to satisfy the general financing needs of such Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (q) Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity to the Borrower or any Subsidiary Guarantor in an amount not to exceed \$50,000,000 at any one time outstanding;
- (r) Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity to any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (s) Guarantee Obligations incurred by any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity in respect of Indebtedness of any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (t) Indebtedness of any Foreign Subsidiary in an aggregate principal amount not to exceed \$150,000,000 at any one time outstanding and any Permitted Refinancing thereof;
- (u) Indebtedness of any Person that becomes a Subsidiary pursuant to the Acquisition or that is otherwise assumed by the Borrower or any of its Subsidiaries in connection with the Acquisition which is not incurred in contemplation of the Acquisition and any Permitted Refinancing thereof;
- (v) [Reserved]
- (w) additional Indebtedness of the Borrower or any of its Subsidiaries in an aggregate principal amount not to exceed \$100,000,000 at any one time outstanding;

(x) Indebtedness incurred in connection with the financing of any insurance premiums;

(y) [Reserved]

(z) [Reserved]

(aa) (i) Indebtedness of the Borrower and its Subsidiaries (including any Guarantee Obligations in respect thereof) incurred (x) to finance a portion of the Acquisition (including any Permanent Securities issued in respect thereof) or (y) to refinance any Extended Term Loans (as defined in the Existing Credit Agreement) (including any Incremental Term Loans, and in each case, any Permitted Refinancing thereof, and (ii) Indebtedness of the Target and its Subsidiaries incurred under revolving credit facilities on or after the date of the consummation of the Acquisition to finance the working capital needs and general corporate purposes of the Target and its Subsidiaries and any Permitted Refinancing thereof;

provided, that if the Group Member's action or event meets the criteria of more than one of the types of Indebtedness described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause). For purposes of determining compliance with this Section 7.2 and Section 7.3(s), the amount of any Indebtedness denominated in a currency other than Dollars shall be the Dollar Equivalent thereof on the date such Indebtedness is incurred or committed (in the case of Indebtedness pursuant to a revolving or delayed draw credit facility); provided that, if any Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being incurred), and such refinancing would cause the applicable Dollar-denominated cap in Section 7.2 and Section 7.3(s) to be exceeded if the amount of such refinancing Indebtedness (or the Dollar Equivalent thereof) is calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar denominated cap shall be deemed not to have been exceeded so long as the aggregate principal amount of such refinancing Indebtedness (or the Dollar Equivalent thereof on the date of such refinancing) does not exceed (i) the Dollar Equivalent of the aggregate outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced on the date of such refinancing, as applicable, plus (ii) the aggregate amount of fees, underwriting discounts, premiums, accrued interest and other costs and expenses incurred in connection with such refinancing.

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens for taxes, assessments, governmental charges or other similar obligations not yet due or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', landlord's, materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings;

(c) Liens incidental to the conduct of the Borrower's business or the ownership of its assets which were not incurred in connection with the borrowing of money, and which do not in the aggregate materially detract from the value of its assets or materially impair the use thereof in the operation of its business;

(d) pledges or deposits in connection with workers' compensation, unemployment

insurance and other social security legislation;

(e) pledges or deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, letters of credit, bank guarantees, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(f) easements, rights-of-way, restrictions, covenants and other similar encumbrances incurred in the ordinary course of business or of record that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(g) Liens in existence on the date hereof listed on Schedule 7.3(g), securing Indebtedness permitted by Section 7.2(f), provided that no such Lien is spread to cover any additional property after the Commitment Effective Date and that the amount of Indebtedness secured thereby is not increased;

(h) Liens securing Indebtedness of the Borrower or any other Subsidiary incurred pursuant to Section 7.2(g) to finance the acquisition, repair or construction of fixed or capital assets, provided that (i) such Liens shall be created within 90 days of the acquisition, repair or construction of such fixed or capital assets and (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness;

(i) Liens securing Indebtedness permitted under Section 7.2(a)(ii);

(j) Liens on any Related Eligible Assets or arising out of the transfer of Related Eligible Assets to Securitization Entities; provided that such transfer is otherwise permitted by the Agreement, and Liens securing Additional Foreign Vehicle Indebtedness;

(k) Liens securing Indebtedness permitted under Section 7.2(j), (k), (l), (m) and (n);

(l) Liens securing judgments which do not constitute an Event of Default;

(m) statutory rights of tenants under leases with respect to which the Borrower or any Subsidiary is the lessor;

(n) (i) any interest or title of a lessor under any lease entered into by the Borrower or any other Subsidiary in the ordinary course of its business and covering only the assets so leased and (ii) any interest or title of a licensor under any Intellectual Property licenses or sublicenses entered into in the ordinary course of business (including any intercompany licenses and sublicenses of Intellectual Property);

(o) Liens existing on any property or asset prior to the acquisition thereof by any Group Member or existing on any property or asset of any Person that becomes a Subsidiary (or that merges with or into the Borrower or a Subsidiary or transfers such property or asset to the Borrower or a Subsidiary) after the date hereof prior to the time such Person becomes a Subsidiary (or merges into the Borrower or a Subsidiary or transfers such property or asset); provided that such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, and such Lien shall secure only those obligations which it secures on the date of such acquisition or the date on which such Person becomes a Subsidiary or merges

into the Borrower or a Subsidiary, as the case may be, and any Permitted Refinancing of such obligations; provided, further, that no such Liens shall be permitted to exist on the Capital Stock of any Person that is required to be a Subsidiary Guarantor hereunder from and after the time by which such Person is required to become a Subsidiary Guarantor; and

- (p) Liens attaching solely to cash earnest money deposits in connection with any permitted Investment;
- (q) Liens on insurance policies and the proceeds thereof securing the financing of the insurance premiums with respect thereto;
- (r) Encumbrances permitted under Section 7.12 or otherwise imposed pursuant to an agreement that has been entered into in connection with a Disposition of assets;
- (s) Liens not otherwise permitted by this Section so long as neither (i) the aggregate outstanding principal amount of the obligations secured thereby nor (ii) the aggregate fair market value (determined as of the date such Lien is incurred) of the assets subject thereto exceeds (as to the Borrower and all Subsidiaries) \$50,000,000 at any one time;
- (t) Liens on the proceeds of Indebtedness permitted to be incurred by Section 7.2 in favor of escrow agents, account custodians or similar third party intermediaries during the period which any such proceeds are held under escrow or similar contingent release arrangements;
- (u) Liens on the assets and the Capital Stock of a Foreign Subsidiary that secures Indebtedness of such Foreign Subsidiary outstanding pursuant to Section 7.2(t) or Section 7.2(aa)(ii) (including guarantees by any Foreign Subsidiary of such Indebtedness); and
- (v) Liens on the Collateral created pursuant to the Second Lien Security Documents (or any security documents in respect of any Permitted Refinancing of the Indebtedness under this Agreement, in each case, so long as such Liens are on a second priority basis to the liens securing the Obligations (as defined in the Existing Credit Agreement)).

provided, that if the Group Member's action or event meets the criteria of more than one of the types of Liens described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause).

7.4 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

- (a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or with or into any Wholly Owned Subsidiary (provided that the Wholly Owned Subsidiary shall be the continuing or surviving corporation); provided that any such merger or consolidation of a Subsidiary Guarantor shall only be with or into the Borrower or another Subsidiary Guarantor;
- (b) any Subsidiary of the Borrower may Dispose of any or all of its assets (i) to the Borrower or any Wholly Owned Subsidiary (upon voluntary liquidation or otherwise); provided that any such Disposition by a Subsidiary Guarantor shall only be to the Borrower or another Subsidiary Guarantor or (ii) pursuant to a Disposition permitted by Section 7.5;

(c) any Investment expressly permitted by Section 7.7 may be structured as a merger, consolidation or amalgamation; and

(d) any Subsidiary may dissolve, liquidate or wind up its affairs at any time if at the time of such dissolution, liquidation or winding up, the value of the assets of such Subsidiary is less than \$100,000 or such Subsidiary is dormant.

7.5 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of (i) obsolete or worn out property or (ii) any property that is no longer used or useful in the conduct of the business of the Borrower or its Subsidiaries, in each case in the ordinary course of business;

(b) the Disposition of inventory in the ordinary course of business;

(c) Dispositions permitted by clause (i) of Section 7.4(b), Investments permitted under Section 7.7 (other than Section 7.7 (m)) and Restricted Payments permitted under Section 7.6;

(d) the sale or issuance of any Subsidiary's Capital Stock to the Borrower or any Wholly Owned Subsidiary; provided that any sale or issuance of any Subsidiary Guarantor's Capital Stock shall only be to the Borrower or another Subsidiary Guarantor;

(e) Dispositions of any Related Eligible Assets (i) in connection with the AESOP Financing Program, (ii) to any Securitization Entity or (iii) in connection with the incurrence of any Securitization Indebtedness;

(f) the sale of the Budget Truck Division for fair market value as determined by the board of directors of the Borrower;

(g) the Disposition of other property having a fair market value not to exceed \$200,000,000 in the aggregate for any fiscal year of the Borrower;

(h) the Dispositions listed on Schedule 7.5(h);

(i) Dispositions of properties subject to condemnation, eminent domain or taking;

(j) leases, subleases, licenses and sublicenses of real or personal property, and Intellectual Property in the ordinary course of business, and any intercompany licenses and sublicenses of Intellectual Property;

(k) dispositions or use of cash and Cash Equivalents in the ordinary course of business;

(l) the abandonment, termination or other disposition of Intellectual Property or leasehold properties in the ordinary course of business; and

(m) dispositions, discounts or forgiveness of accounts receivable in connection with the collection or compromise thereof;

(n) Dispositions of non-core assets acquired in connection with an Investment permitted under Section 7.7, including the Acquisition;

(o) Dispositions by the Borrower or any of its Subsidiaries of any Foreign Subsidiary to any other Foreign Subsidiary;

(p) Dispositions of minority interests in joint ventures; and

(q) any Disposition of any Foreign Subsidiary and any holding company formed in connection with the Acquisition to the Borrower or any of its Subsidiaries.

provided that all Dispositions permitted under paragraphs (f) and (g)(i) and (g)(ii) of this Section 7.5 shall be made for fair value and in the case of any such Disposition (or series of related Dispositions) that yields gross proceeds to any Loan Party in excess of \$25,000,000, for at least 75% cash consideration (excluding, in the case of an Asset Sale (or series of related Asset Sales), any consideration by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, that are not Indebtedness) (it being understood that for the purposes of the foregoing proviso, the following shall be deemed to be cash consideration: (1) Cash Equivalents, (2) the assumption of Indebtedness of the Borrower (other than Disqualified Stock of the Borrower) or any Subsidiary and the release of the Borrower and its Subsidiaries from all liability with respect to payment of such Indebtedness, (3) Indebtedness of any Subsidiary that is no longer a Subsidiary as a result of such Disposition, to the extent that the Borrower and each other Subsidiary are released from any Guarantee Obligations or any other obligations to provide credit support in respect of such Indebtedness and (4) securities received by the Borrower or any Subsidiary from the transferee that are converted by the Borrower or such Subsidiary into cash within 180 days); provided, further, that if the Group Member's action or event meets the criteria of more than one of the types of Dispositions described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause).

7.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member (collectively, "Restricted Payments"), except that:

(a) any Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor; provided, that any non-Subsidiary Guarantor may make Restricted Payments to any Group Member;

(b) so long as no Default or Event of Default shall have occurred and be continuing, the Borrower may pay dividends to Holdings and Holdings may pay dividends to ABG to purchase ABG common stock or common stock options from present or former officers or employees of any Group Member upon the death, disability or termination of employment of such officer or employee;

(c) the Borrower may make Restricted Payments to Holdings to permit Holdings to (i) pay corporate overhead expenses incurred in the ordinary course of business and (ii) pay any taxes that are due and payable by Holdings or the Borrower;

(d) (i) the Borrower may make Restricted Payments to Holdings to permit Holdings to pay dividends to any higher tier entity to provide for the payment of (A) Parent Expenses, (B) Related Taxes and (C) any Taxes that are due and payable by any Group Member as part of a consolidated group or which have been paid for the account of any Group Member pursuant to the Tax Sharing

and (ii) so long as no Default or Event of Default shall have occurred and be continuing, the Borrower may make Restricted Payments to Holdings to permit Holdings to make Restricted Payments to any Parent in an aggregate amount not to exceed \$25,000,000, less the amount of Investments made pursuant to Section 7.7(u);

(e) Investments permitted by Section 7.7; and

(f) any Subsidiary may make Restricted Payments (including in respect of management fees) to the holders of the Capital Stock of such Subsidiary ratably based on the respective ownership interests of such holders.

provided, that if the Group Member's action or event meets the criteria of more than one of the types of Restricted Payments described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause).

7.7 Investments. Make any advance, loan, extension of credit (by way of guarantee or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any other Person (all of the foregoing, "Investments"; it being understood that the amount, as of any date of determination, any Investment in the form of a guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by a Responsible Officer) except:

(a) Investments consisting of extensions of trade credit and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) guarantees permitted by Section 7.2;

(d) loans and advances to employees of any Group Member in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount not to exceed \$15,000,000 in any fiscal year;

(e) Investments in assets useful in the business of the Borrower and its Subsidiaries made by the Borrower or any of its Subsidiaries with the proceeds of any Reinvestment Deferred Amount;

(f) intercompany Investments by any Group Member in the Borrower or any Person that, prior to such investment, is a Subsidiary Guarantor;

(g) intercompany Investments by the Borrower or any Subsidiary Guarantor in any Securitization Entity, Foreign Subsidiary or Excluded Subsidiary made in the ordinary course of business or to satisfy the general financing needs of such Securitization Entity, Foreign Subsidiary or Excluded Subsidiary (including intercompany Investments made to fund the Acquisition and any other Investments permitted hereunder);

(h) intercompany Investments by the Borrower or any Subsidiary Guarantor in any

Securitization Entity, Foreign Subsidiary or Excluded Subsidiary in an amount not to exceed \$50,000,000 at any one time outstanding;

- (i) intercompany Investments by any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity in any Foreign Subsidiary, Excluded Subsidiary or Securitization Entity;
- (j) Restricted Payments to ABG permitted by Section 7.6 in the form of loans and advances;
- (k) Investments listed on Schedule 7.7(k);
- (l) [Reserved]
- (m) Investments consisting of Indebtedness, Liens, fundamental changes, Dispositions, Restricted Payments permitted under Sections 7.2, 7.3, 7.4, 7.5 or 7.6 respectively;
- (n) any seller-financing or other non-cash consideration received in connection with Dispositions permitted by Section 7.5;
- (o) the Borrower or any Subsidiary may make Investments to purchase from a minority shareholder the Capital Stock of such shareholder in a joint venture entity in which any Group Member owns a majority equity interest (regardless of whether such a joint venture entity is a Subsidiary);
- (p) in addition to Investments otherwise expressly permitted by this Section, Investments by the Borrower or any of its Subsidiaries in an aggregate amount (valued at cost) not to exceed \$150,000,000 after the Commitment Effective Date during the term of this Agreement; provided that any Investments made by a Loan Party in a Foreign Subsidiary to fund all or a portion of an Investment to be made by a Foreign Subsidiary in reliance on this Section 7.7(p) shall be permitted and shall not reduce the Investment capacity available under any other Section;
- (q) [Reserved.]
- (r) Investments of any Person existing at the time such Person becomes a Subsidiary or consolidates or merges with the Borrower or any Subsidiary (including in connection with the Acquisition) so long as such Investments were not made in contemplation of such Person becoming a Subsidiary or of such consolidated or merger, and any modification, replacement renewal, reinvestment or extension thereof;
- (s) Investments consisting of intercompany notes and receivables issued in respect of transfers of Foreign Subsidiaries pursuant to Section 7.5(o);
- (t) [Reserved];
- (u) Investments in an aggregate amount not to exceed \$25,000,000, less the amount of Restricted Payments made under Section 7.6(d)(ii);
- (v) the Acquisition;
- (w) any acquisition made by the Borrower or any of its Subsidiaries of any Foreign Subsidiary or any holding company formed in connection with the Acquisition and any

contribution by the Borrower or any of its Subsidiaries of any such entity to any Subsidiary; and

(x) Investments in any Escrowed Debt Issuer in an amount necessary to fund required payments with respect to Escrowed Debt issued by such Escrowed Debt Issuer.

provided, that (i) if the Group Member's action or event meets the criteria of more than one of the types of Investments described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause) and (ii) the Borrower and its Subsidiaries may not make any Investment in an Excluded Person except to the extent permitted by Section 7.7(p).

7.8 Optional Payments and Modifications of Certain Agreements. (a) Make or offer to make any optional or voluntary prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any Indebtedness; provided that:

(i) any such Indebtedness may be repaid, prepaid, repurchased or redeemed in connection with a Permitted Refinancing;

(ii) any such Indebtedness may be repaid, prepaid, repurchased or redeemed on the Scheme Effective Date or the Initial Funding Date, in each case, in order to consummate the Transactions;

(iii) to the extent not otherwise permitted under clauses (i) and (ii) above, any intercompany Indebtedness of a Subsidiary owing to the Borrower or a Subsidiary Guarantor may be repaid, prepaid, repurchased or redeemed;

(iv) any senior unsecured Indebtedness of the Borrower or its Subsidiaries (other than any Foreign Subsidiary) may be repaid, prepaid, repurchased or redeemed for consideration (including any premium paid in connection therewith) in an aggregate amount not to exceed \$150,000,000 so long as (x) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (y) after giving pro forma effect to such prepayment, repayment, repurchase or redemption, the Consolidated Secured Leverage Ratio is less than 1.75 to 1.00;

(v) any senior unsecured Indebtedness of the Borrower or its Subsidiaries (other than any Foreign Subsidiary) may be repaid, prepaid, repurchased or redeemed with the proceeds of any Incremental Term Loans for consideration (including any premium paid in connection therewith) in an aggregate amount not to exceed \$150,000,000 so long as (x) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (y) after giving pro forma effect to such prepayment, repayment, repurchase or redemption, the Consolidated Secured Leverage Ratio is less than 1.75 to 1.00; and

(vi) any such Indebtedness in an aggregate principal amount not to exceed \$75,000,000;

provided, that if the Group Member's action or event meets the criteria of more than one of the types of payments described in the clauses above, the Borrower in its sole discretion may classify (and reclassify) such action or event in one or more clauses (including in part under one such clause and in part under another such clause), and

(b) amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the Senior Unsecured Notes in a manner

materially adverse to the Lenders or (c) amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the Separation Agreement or the Tax Sharing Agreement in a manner materially adverse to the Lenders, it being understood that an increase of the obligations or potential liability of ABG resulting from any such amendment, modification or other change to the Separation Agreement or Tax Sharing Agreement shall not, in and of itself, be regarded as materially adverse to the Lenders.

7.9 Transactions with Affiliates. Enter into any transaction (other than (i) transactions listed on Schedule 7.9, (ii) transactions permitted by Section 7.6, (iii) Investments permitted by Section 7.7(d), (o) and (v), (iv) Investments in joint ventures permitted by Section 7.7 and (v) issuances of Equity Interests, including any servicing agreement, purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than Holdings, the Borrower or any Subsidiary) unless such transaction is (a) otherwise permitted under this Agreement and (b) upon fair and reasonable terms taken as a whole no less favorable to the relevant Group Member than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate.

7.10 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member except sale-lease back transactions relating to Eligible Assets not in excess of \$50,000,000 and without duplication of any such transactions permitted by Section 7.2.

7.11 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters.

7.12 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Borrower (other than a Securitization Entity) to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, (b) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary of the Borrower or (c) transfer any of its assets to the Borrower or any other Subsidiary of the Borrower, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions with respect to a Subsidiary or assets imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary or such assets other than the Senior Unsecured Note Indenture and such other agreements listed on Schedule 7.12, (iii) restrictions which are not more restrictive than those contained in this Agreement contained in any documents governing any Indebtedness incurred in accordance with the provisions of this Agreement, (iv) any documents relating to joint ventures to the extent that such joint ventures are not prohibited hereunder, (v) any agreement in effect at the time a Person became a Subsidiary or assets are first acquired pursuant to an Investment permitted under Section 7.7, so long as (x) such agreement was not entered into solely in contemplation of such Investment and (y) such encumbrance or restriction applies only to such Person and assets, (vi) any agreement, including with respect to Indebtedness, of a Foreign Subsidiary permitted pursuant to this Agreement so long as such prohibitions or limitations are only with respect to the assets of such Foreign Subsidiary or any Subsidiary of such Foreign Subsidiary and (vii) with respect to the restrictions in clause (c), (x) restrictions or conditions imposed by any agreement relating to secured debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such debt, and (y) customary provisions in leases, licenses or contracts restricting assignability or subleasing prohibit the granting of Liens on the rights contained therein; provided that loans made by the Borrower or any Subsidiary to any other Subsidiary that is a Securitization Entity or a partner or direct equity owner of a Securitization Entity

may be subject to customary repayment restrictions required by the lenders to such Securitization Entity.

7.13 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related thereto.

7.14 Business Activities of Holdings. In the case of Holdings, (i) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of the Borrower, (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (w) Guarantee Obligations permitted pursuant to Section 7.2(c) and 7.2(i), (x) nonconsensual obligations imposed by operation of law, (y) obligations pursuant to the Loan Documents to which it is a party and (z) obligations with respect to its Capital Stock, or (iii) own, lease, manage or otherwise operate any properties or assets (including cash (other than cash received in connection with dividends made by the Borrower in accordance with Section 7.6 pending application in the manner contemplated by said Section) and cash equivalents (other than cash received from capital contributions to, or the issuance of Capital Stock by Holdings) other than the ownership of shares of Capital Stock of the Borrower.

7.15 Scheme Negative Covenants. At all times during the Certain Funds Period and, to the extent applicable under the Scheme, at all times thereafter,

(a) except as consented to by the the Administrative Agent in writing, increase, or propose an increase in, the price per share at which the Scheme is proposed or make any other acquisition of any Target Share above the initial Scheme price (and procure that no Person acting in concert (as defined by the Takeover Panel Act and the Takeover Code) with any of them shall acquire any Target share above the initial Scheme price), or otherwise increase the Acquisition Consideration, unless such increase is funded solely from either an additional equity contribution from ABG to the extent permitted to be used for such purpose or any other sources made available from other Group Members which are not funded through external borrowings;

(b) amend, vary, waive or otherwise modify the terms and conditions set out in the relevant Press Release or the Acquisition Documentation if such amendment, variation or waiver is material and prejudicial to the interests of the Lenders, except as consented to by the Administrative Agent (or by each applicable Lender, in accordance with Section 10.1(a), if such amendment, waiver or modification of the Press Release or the Acquisition Documentation affects the interest of such Lender in the manner set forth in clause (A) of Section 10.1(a)) in writing; provided that no such consent shall be required (i) to the extent required by the Panel on Takeovers and Mergers, the court or any other applicable law, regulation or regulatory body or (ii) for (in relation to an Offer) a waiver of the Acceptance Condition to permit the Offer to become unconditional with acceptance of Target Shares in an aggregate amount of not less than 75% of the Target Shares to which the Offer relates; provided further that it is acknowledged and agreed that (A) any reduction in the price per share or any change in Acquisition Consideration would be material and prejudicial to the interests of the Lenders, and (B) that this clause (b) shall not apply to any waiver of Sections 2(a)(v) or 2(e)(excluding subclause (i)) of Part A of Part 3 of the Scheme Circular (collectively, the “Excluded Conditions”) (it being further understood, for the avoidance of doubt, that a waiver of an Excluded Condition shall in no way otherwise act as a waiver to any Certain Funds Default, Default or Event of Default arising out of the circumstances giving rise to the failure to satisfy such Excluded Condition);

(c) make any public announcement or public statement (other than in the relevant Press Release or Acquisition Documentation) concerning the Loan Documents or the parties to the Loan Documents (other than the Loan Parties) in connection with the financing of the Acquisition without the

prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned) or unless required to do so by the Takeover Code or Panel on Takeovers and Mergers, the court, any regulation, any applicable stock exchange, any applicable governmental or other regulatory authority; and

(d) become obliged, or permit any Person acting in concert (as defined in the Takeover Panel Act and the Takeover Code) with any of them to become obliged, to make an offer to the shareholders of the Target under Rule 9 of Part B of the Takeover Code.

(e) deliver more than one Conversion Notice to the Administrative Agent.

(f) in the case of an Offer, declare the Offer unconditional as to acceptances until Bidco has received valid acceptances of Target Shares in respect of an aggregate amount of not less than 75% of the Target Shares.

7.16 Specified Negative Covenants. Immediately after the Commitment Effective Date, until the Successful Syndication, there shall be no competing issues of debt securities or commercial bank or other debt facilities in the capital markets or the syndicated bank market (other than the financings contemplated hereby, the Securities (and any other senior notes or debt securities issued in lieu of the Securities), the Incremental Term Loans, fleet vehicle financings and any interim financings in lieu thereof, any ordinary course of business bi-lateral financings (including without limitation any overdrafts and any committed or uncommitted facilities or lines of credit; provided that such bi-lateral financings would not have a materially detrimental effect upon the primary syndication of this Facility) and any refinancing extension, renewal or replacement of the Existing Debt) by Holdings, the Borrower or any of their respective Subsidiaries being offered, placed or arranged, (including renewals or refinancing of any existing debt) in each case, if such debt securities or bank financing would have, in the reasonable good faith judgment of the Lead Arrangers, a materially detrimental effect upon the primary syndication of this Facility without the prior written consent of the Lead Arrangers and the Administrative Agent.

SECTION 8. EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of any Loan when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan, or any other amount payable hereunder or under any other Loan Document, within five days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been false or misleading in any material respect on or as of the date made or delivered; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) or (ii) of Section 6.4(a) (with respect to Holdings and the Borrower only), Section 6.7(a), Section 6.10(b) or Section 7 of this Agreement, or the Borrower shall default in the observance or performance in all material respects its obligations under the Fee Letter; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a)

through (c) of this Section), and such default shall continue unremedied for a period of 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) any Group Member shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Loans) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness (x) the outstanding principal amount of which exceeds in the aggregate \$50,000,000, (y) in the case of such Indebtedness which is Securitization Indebtedness (including AESOP Indebtedness), (1) an amortization or termination event pursuant to a securitization program prior to the end of the scheduled term or revolving period thereunder shall have occurred, (2) the Borrower and its Subsidiaries shall become unable to finance the purchase of vehicles and (3) the Borrower shall have failed, by the 45th day after the occurrence of an event referred to in clause (y)(1) and the expiration of all grace periods applicable thereto, to either (A) replace such securitization program with an alternative source of financing having terms not materially adverse to the Lenders from the program being replaced or having terms acceptable to the Required Lenders, or (B) obtain a waiver with respect to the occurrence of such event from the applicable required noteholders or lenders under such securitization program. Upon the entering into of any replacement facility referred to in clause (y)(1)(A), the Borrower shall deliver to the Administrative Agent a written officer's certificate providing that the Borrower has sufficient vehicle financing arrangements available to it to carry-on its business activities consistent, in all material respects, with its past practices; or

(f) (i) any Group Member (other than any Subsidiary which is not a Significant Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Group Member (other than any Subsidiary which is not a Significant Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member (other than any Subsidiary which is not a Significant Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 60 days; or (iii) there shall be commenced against any Group Member (other than any Subsidiary which is not a Significant Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) any Group

Member (other than any Subsidiary which is not a Significant Subsidiary) shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) any Group Member (other than any Subsidiary which is not a Significant Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) any Person shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any failure to satisfy the “minimum funding standard” (as defined in Section 302 of ERISA or Section 412 of the Code), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of any Group Member or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA or be determined to be, or expected to be, “at risk” (within the meaning of Section 430 of the Code or Section 303 of ERISA), (v) any Group Member or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan (or any Multiemployer Plan is in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA)) or (vi) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions in this clause (g), if any, could reasonably be expected to have a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against any Group Member involving in the aggregate a liability (to the extent not paid or fully covered by insurance provided by a carrier not disputing coverage) of \$50,000,000 or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) [Reserved]

(j) the guarantees contained in Section 2 of the Guarantee Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) the occurrence of a Change in Control;

provided that during the 30-day period following the Initial Funding Date (the “Clean-up Period”), if a matter or circumstance exists in respect of Target and/or any of its Subsidiaries which would constitute a breach of the representations and warranties or a breach of the covenants or a potential or actual Event of Default, that matter or circumstance will not constitute an Event of Default if (i) the matter or circumstance does not constitute (A) a Certain Funds Default or (B) an Event of Default which is not capable of being cured and (ii) reasonable steps are being taken to cure that matter or circumstance, unless such matter or circumstance (x) would have a Material Adverse Effect, (y) has been procured by the Borrower or (z) has not been remedied by the expiry of the Clean-up Period; provided, further, that the Clean-up Period shall not apply to any Default or Event of Default resulting from a breach under any Certain Funds Covenant,

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of

paragraph (f) above with respect to the Borrower, automatically the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

SECTION 9. THE AGENTS

9.1 Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

9.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, e-mail, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings or the Borrower), independent accountants and other experts selected by the Administrative Agent. The

Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

9.7 Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by Holdings or the Borrower and without limiting the obligation of Holdings or the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Interim Loan Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to

such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Interim Loan Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 10 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8(a) or Section 8(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent may, on behalf of the Lenders and with the consent of the Borrower (such consent not to be unreasonably withheld), appoint a successor Administrative Agent, which shall be a commercial bank organized or licensed under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

9.10 Co-Documentation Agents and Co-Syndication Agents. None of the Co-Documentation Agents or Co-Syndication Agents shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 10.

MISCELLANEOUS

10.1 Amendments and Waivers. (a) Neither this Agreement nor any other Loan Document, or any terms hereof or thereof may be amended, supplemented or modified except in accordance

with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (i) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (ii) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (A) forgive any principal amount or extend the final scheduled date of maturity of any Loan or extend the scheduled date of any amortization payment in respect of any Loan (for the purpose of clarity each of the foregoing not to include any waiver of a prepayment), reduce the stated rate of any interest or fee payable hereunder (except in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Interim Loan Commitment, in each case without the written consent of each Lender directly affected thereby; (B) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender; (C) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents or release all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee Agreement except as otherwise provided in the Loan Documents, in each case without the written consent of all Lenders; or (D) amend, modify or waive any provision of Section 9 without the written consent of the Administrative Agent. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(b) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, each Lender hereby irrevocably (x) authorizes the Administrative Agent to execute and deliver amendments to (and waivers of) this Agreement, any Specified Intercreditor Agreements and any documents relating thereto, in each case, on or after the Initial Funding Date in connection with the entry into the Second Lien Security Documents and any Specified Intercreditor Agreement (on behalf of, and without any further consent, authorization or other action by such Lender) and (y) agrees that, upon the execution and delivery thereof, such Lender will be bound by the provisions of any Specified Intercreditor Agreement, as if it were a signatory thereto and will take no actions contrary to the provisions of any Specified Intercreditor Agreement and (z) agrees that no Lender shall have any right of action whatsoever against Administrative Agent as a result of any action taken by the Administrative Agent pursuant to this paragraph or in accordance with the terms of any Specified Intercreditor Agreement. The Administrative Agent shall have the benefit of the provisions of Section 9 of this Agreement with respect to all actions referred to in this paragraph and all actions taken or omitted to be taken by it in accordance with the terms of any Specified Intercreditor Agreement to the full extent thereof.

(c) Notwithstanding anything to the contrary contained in this Section 10.1, the Administrative Agent may, with the consent of the Borrower, amend, modify or supplement this Agreement or any other Loan Document to cure any ambiguity, omission, defect or inconsistency, without any further action or consent of any other party to any Loan Documents, so long as such amendment, modification or supplement does not adversely affect the rights of any Lender or the Lenders shall have received, at least five Business Days' prior written notice thereof and the Administrative Agent shall not

by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses and Taxes. The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of Simpson Thacher & Bartlett LLP and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Initial Funding Date (in the case of amounts to be paid on the Initial Funding Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (b) to pay or reimburse each Lender and the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel to the Lenders and of counsel to the Administrative Agent; provided, that the Borrower shall not be liable for the fees and disbursements of more than one separate firm for the Lenders (unless there shall exist an actual conflict of interest among the Lenders) in connection with any one action or any separate but substantially similar or related actions in the same jurisdiction, nor shall the Borrower be liable for any settlement or extra-judicial resolution of claims without the Borrower's written consent, (c) to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and similar taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and the Administrative Agent and their respective officers, directors, employees, affiliates, agents and controlling persons (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than with respect to taxes, which shall be governed exclusively by Section 2.19) with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Properties and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have

resulted from the gross negligence or willful misconduct of such Indemnitee; provided further, that that the Borrower shall not be liable for the fees and disbursements of more than one separate firm for any Indemnitees (unless there shall exist an actual conflict of interest among such Indemnitees) in connection with any one action or any separate but substantially similar or related actions in the same jurisdiction, nor shall the Borrower be liable for any settlement or extra-judicial resolution of such Indemnitees' claims without the Borrower's written consent. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 10.5 shall be payable not later than 10 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to David B. Wyshner (Telephone No. 973-496-7938) (Telecopy No. 973-496-5080), at the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive repayment of the Loans and all other amounts payable hereunder.

10.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b)(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Interim Loan Commitments and the Loans at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld or delayed), provided that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default under Section 8(a) or (f) has occurred and is continuing, any other Person; and provided, further, that the Borrower shall be deemed to have consented to any such assignment unless the Borrower shall object thereto by written notice to the Administrative Agent within ten Business Days after having received written notice thereof; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Loan to a Lender, an affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Interim Loan Commitments or Loans, the amount of the Interim Loan Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided

that (1) no such consent of the Borrower shall be required if an Event of Default under Section 8(a) or (f) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire.

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an affiliate of a Lender or (c) an entity or an affiliate of an entity that administers or manages a Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Interim Loan Commitments of, and principal amount of and interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c)(i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Interim Loan Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance

of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of, and shall be subject to the limitations of, Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, and subject to paragraph (c)(ii) of this Section, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as an agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Interim Loan Commitments, Loans or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Interim Loan Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, and such Lender, each Loan Party and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant shall not be entitled to receive any funds directly from the Borrower in respect of Sections 2.18, 2.19, 2.20 or 10.7 unless such Participant shall have provided to Administrative Agent, acting for this purpose as an agent of the Borrower, such information as is required to be recorded in the Register pursuant to paragraph (b)(iv) above as if such Participant were a Lender. No Participant shall be entitled to the benefits of Section 2.19 unless such Participant complies with Section 2.19(e) and (f) as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of Holdings, the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar

law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

10.7 Adjustments; Set-off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefitted Lender") shall, at any time after the Loans and other amounts payable hereunder shall immediately become due and payable pursuant to Section 8, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to Holdings or the Borrower, any such notice being expressly waived by Holdings and the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by Holdings or the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of Holdings or the Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement, the Fee Letter and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set

forth or referred to herein or in the other Loan Documents.

10.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

10.12 Submission To Jurisdiction; Waivers. Each of the Agents, Lenders, Holdings and the Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York located in the Borough of Manhattan, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Holdings or the Borrower, as the case may be, at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages; provided, however, that nothing in this Section 10.12(e) shall limit or otherwise impair the obligations of the Borrower under Section 10.5.

10.13 Judgment. The obligations of the Borrower in respect of this Agreement and the other Loan Documents due to any party hereto shall, notwithstanding any judgment in a currency (the "judgment currency") other than the currency in which the sum originally due to such party is denominated (the "original currency"), be discharged only to the extent that on the Business Day following receipt by such party of any sum adjudged to be so due in the judgment currency such party may in accordance with normal banking procedures purchase the original currency with the judgment currency; if the amount of the original currency so purchased is less than the sum originally due under such judgment to such party in the original currency, the Borrower, as the case may be, agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such party against such loss, and if the amount of the original currency so purchased exceeds the sum originally due to any party to this Agreement, such party agrees to remit to the Borrower such excess. The provisions of this Section 10.13 shall survive the termination of this Agreement and payment of the obligations of the Borrower under this Agreement and the other Loan Documents.

10.14 Acknowledgements. Each of Holdings and the Borrower hereby acknowledges that:

(f) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(g) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to Holdings or the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and Holdings or the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(h) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings or the Borrower and the Lenders.

10.15 Releases of Guarantees. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as the Loans and the other obligations under the Loan Documents (other than any unasserted contingent indemnification obligations) shall have been paid in full and the Interim Loan Commitments have been terminated, the Guarantee Agreement and all obligations (other than those expressly stated to survive such termination) of each Loan Party under the Guarantee Agreement shall terminate, all without delivery of any instrument or performance of any act by any Person.

10.16 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement that is designated by the provider thereof as confidential; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates for performing the purposes of a Loan Document, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, after notice to the Borrower if reasonably feasible, (f) if requested or required to do so in connection with any litigation or similar proceeding, after notice to the Borrower if reasonably feasible and not otherwise prohibited, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any other self-regulatory body or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document.

10.17 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES HERETO, INCLUDING HOLDINGS, THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

10.18 USA Patriot Act. Each Lender hereby notifies Holdings and the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “USA Patriot Act”), it is required to obtain, verify and record information that identifies Holdings and the Borrower, which information includes the name and address of Holdings and the Borrower and other information that will allow such Lender to identify Holdings and the Borrower in accordance with the USA Patriot Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

AVIS BUDGET HOLDINGS, LLC

By/s/ David T. Calabria

Name: David T. Calabria

Title: Vice President and Assistant Treasurer

AVIS BUDGET CAR RENTAL, LLC

By/s/ David T. Calabria

Name: David T. Calabria

Title: Vice President and Assistant Treasurer

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent, Co-Syndication Agent and
as a Lender

By/s/ Justin Kotzin

Name: Justin Kotzin

Title: Authorized Signatory

CITIBANK, N.A., as Co-Syndication Agent and as a
Lender

By/s/ Justin Tichauer

Name: Justin Tichauer

Title: Vice President

CREDIT AGRICOLE CORPORATE AND INVESTMENT
BANK, as Co-Documentation Agent and as a Lender

By/s/ Michael Madnick

Name: Michael Madnick

Title: Managing Director

By/s/ Yuri Muzichenko

Name: Yuri Muzichenko

Title: Director

THE BANK OF NOVA SCOTIA, as
Co-Documentation Agent
and as a Lender

By/s/ David L. Mahmood

Name: David L. Mahmood

Title: Managing Director

THE ROYAL BANK OF SCOTLAND PLC, as
Co-Documentation Agent and as a Lender

By/s/ James Welch

Name: James Welch

Title: Director

Deed

Execution Version

Avis Securitisation Restructure No. 3

Umbrella Amending and Accession Deed No. 2

AB Funding Pty Ltd

W T H Pty Ltd

Budget Rent A Car Australia Pty Ltd

BNY Trust (Australia) Registry Limited

Westpac Banking Corporation

Commonwealth Bank of Australia

Bank of America, N.A. (Australia Branch)

Freehills

MLC Centre Martin Place Sydney NSW 2000 Australia
GPO Box 4227 Sydney NSW 2001 Australia
Sydney Melbourne Perth Brisbane Singapore

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City Jakarta

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Umbrella Amending and Accession Deed No. 2

Date ► 21 September 2011

Between the parties	
Issuer	AB Funding Pty Ltd ABN 95 125 104 654 of Level 2, 15 Bourke Road, Mascot, NSW, 2020
Servicer and WTH	W T H Pty Ltd ABN 15 000 165 855 of Level 2, 15 Bourke Road, Mascot, NSW, 2020
BRAC	Budget Rent A Car Australia Pty Ltd ABN 89 007 348 021 of Level 2, 15 Bourke Road, Mascot, NSW, 2020
Security Trustee	BNY Trust (Australia) Registry Limited ABN 88 000 334 636 of Level 2, 35 Clarence Street, Sydney, NSW, 2000 in its capacity as trustee of the trust established under the Security Trust Deed
VFC Subscriber, Existing VFC Holder and Westpac	Westpac Banking Corporation ABN 33 007 457 141 of Level 2, Westpac Place, 275 Kent Street, Sydney, NSW, 2000
VFC Subscriber, Existing VFC Holder and CBA	Commonwealth Bank of Australia ABN 48 123 123 124 of Level 23, 201 Sussex Street, Sydney, NSW, 2000
VFC Subscriber, New VFC Holder and BANA	Bank of America, N.A. (Australia Branch) ABN 51 064 874 531 of Level 63, MLC Centre, 19-29 Martin Place, Sydney, NSW, 2000

This deed witnesses as follows:

1.1 Deed components

This deed includes any schedule.

1.2 Definitions

The meanings of the terms used in this document are set out below.

Term	Meaning
BANA Fee Letter	The letter agreement or deed between, among others, WTH, the Issuer and BANA dated on or about the date of this deed
BANA Pricing Supplement	The pricing supplement dated on or about the date of this deed issued under the VFC Deed Poll in relation to the issue of VFCs to BANA.
BRAC Charge	The charge given by BRAC over its assets in favour of the Security Trustee under the deed of charge dated on or about the date of this deed.
CBA Fee Letter	The letter agreement or deed between WTH and CBA dated on or about the date of this deed
CBA Pricing Supplement	The pricing supplement dated 11 April 2011 issued under the VFC Deed Poll in relation to the issue of VFCs to CBA.
Effective Date	The date on or after the date of this deed on which the VFC Subscribers confirm to the Issuer and WTH by written notice in accordance with clause 2.4 that all of the conditions precedent in clause 3 are satisfied (or such other date agreed between the Issuer, WTH and the VFC Subscribers).
Existing VFC	Any VFC held by an Existing VFC Holder immediately prior to the Effective Date on the terms and conditions of the VFC Deed Poll, the Terms and Conditions, the Existing VFC Holder Pricing Supplements and the VFC Subscription Agreement, in each case in their form immediately prior to the amendments to them made by this deed becoming effective or having any effect.

Term	Meaning
Existing VFC Holder	Each of: <ol style="list-style-type: none"> 1 Westpac; and 2 CBA, in respect of an Existing VFC.
Existing VFC Holder Pricing Supplements	Each of: <ol style="list-style-type: none"> 1 the Westpac Pricing Supplement; and 2 the CBA Pricing Supplement.
Interest Rate Cap Confirmation	The long form interest rate cap confirmation between, among others, the Issuer and The Royal Bank of Scotland plc dated on or about the date of this deed.
New VFC	Any VFC held by the New VFC Holder on and after the Effective Date on the terms and conditions of the VFC Deed Poll, the Terms and Conditions, the BANA Pricing Supplement and the VFC Subscription Agreement, in each case as amended by this deed.
New VFC Holder Relevant Document	BANA in respect of a New VFC. Each of the following: <ol style="list-style-type: none"> 1 the VFC Subscription Agreement; 2 the Security Trust Deed; and 3 the VFC Deed Poll, together, the Relevant Documents .
Security Trust Deed	The security trust deed dated 22 August 2007 between the Issuer and the Security Trustee.
Share Charge	The charge given by the Lessee over its shares in the Issuer in favour of the Security Trustee under the deed of charge dated 27 August 2007.
VFC Deed Poll	The deed poll entered into by the Issuer dated 24 August 2007.
VFC Subscription Agreement	The agreement dated 24 August 2007 between, among others, the Issuer, WTH and the Existing VFC Holders.

Term	Meaning
Westpac Fee Letter	The letter agreement or deed between WTH and Westpac dated on or about the date of this deed
Westpac Pricing Supplement	The pricing supplement dated 24 August 2007 (as amended on 21 September 2010) issued under the VFC Deed Poll in relation to the issue of VFCs to Westpac.
WTH Charge	The charge given by WTH over its assets (other than the assets charged under the Share Charge) in favour of the Security Trustee under the deed of charge dated 21 September 2010.

1.3 Interpretation

Clauses 1.2 to 1.4 and 1.6 of the Security Trust Deed apply to this deed as if set out in full in this deed, but on the basis that each reference in the Security Trust Deed to “this Deed” is replaced with a reference to “this deed”.

1.4 Incorporated definitions

A word or phrase, other than one defined in clauses 1.2 or 2.6, defined in a Relevant Document has the same meaning when used in this deed provided that, to the extent of any inconsistency, a word or phrase defined in the VFC Subscription Agreement (including a word or phrase incorporated by reference) will prevail.

1.5 Limitation of liability of Security Trustee

Clause 43 of the Security Trust Deed applies to this deed.

1.6 Limitation of liability of the Issuer

Clause 3.5 of the Security Trust Deed applies to this deed.

1.7 This deed prevails

Subject to clause 1.4, each of the parties to this deed agrees that the provisions of this deed will prevail to the extent of any inconsistency between this deed and any other Transaction Document.

2.1 Amendment of the Relevant Documents

(a) On and with effect from the Effective Date:

- (1) the VFC Subscription Agreement is amended and restated as set out in Schedule 1;
- (2) subject to clause 2.1(b), the Security Trust Deed is amended and restated as set out in Schedule 2 (other than clause 2.1 of the Security Trust Deed, which is not reproduced, amended or restated); and
- (3) the VFC Deed Poll is amended and restated as set out in Schedule 3.

(b) The amendment and restatement of the Security Trust Deed pursuant to clause 2.1(a)(2) does not, and is not intended to, create a Security Interest.

2.2 Amendment not to affect validity, rights, obligations

(a) The amendment of the Relevant Documents under clause 2.1 does not affect the validity or enforceability of the Relevant Documents or any other Transaction Document.

(b) Nothing in this deed:

- (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Relevant Documents or any other Transaction Document before the Effective Date; or
- (2) discharges, releases or otherwise affects any liability or obligation arising under the Relevant Documents or any other Transaction Document before the Effective Date.

2.3 Confirmations

(a) On and with effect from the Effective Date, each party is bound by the Relevant Documents to which it is expressed to be a party as amended by this deed.

(b) Each party acknowledges and agrees that this deed is a "Transaction Document" as defined in, and for all purposes under, the Security Trust Deed.

(c) On and with effect from the Effective Date, the Issuer must:

- (1) issue a New VFC to BANA;
- (2) update the Register (or cause the Register to be updated) to record the issue of the New VFC to BANA and to the extent necessary to otherwise reflect the information required to be contained in the Register in respect of the New VFC held by BANA; and
- (3) provide a copy of an extract of the updated Register to BANA showing details of BANA's holding of VFCs.



2.4 Covenants by Westpac, CBA, BANA, WTH and the Issuer

- (a) Upon Westpac, CBA and BANA being satisfied, in accordance with clause 3, that the conditions precedent in clause 3 have been satisfied, each of Westpac, CBA and BANA must promptly notify WTH and the Issuer in writing (including by email) of that fact.
- (b) Upon receipt of the notice from each of Westpac, CBA and BANA under clause 2.4(a), WTH and the Issuer must promptly notify the Security Trustee and the other parties to this deed in writing (including by email) of that fact and confirm the actual date which is the Effective Date.
- (c) Notwithstanding clauses 2.4(a) and 2.4(b), if the Issuer, WTH, Westpac, CBA and BANA agree that a particular date is the Effective Date (**Agreed Effective Date**), WTH and the Issuer must promptly notify the Security Trustee and the other parties to this deed in writing (including by email) of that fact together with confirmation of the date which is the Agreed Effective Date.

2.5 Security Trust Deed, Share Charge and WTH Charge

Without limiting any other confirmation contained in this deed:

- (a) the Issuer confirms that to the best of its knowledge the security it has given to the Security Trustee under the Security Trust Deed remains in full force and effect;
- (b) WTH confirms that to the best of its knowledge the security it has given to the Security Trustee under each of the Share Charge and the WTH Charge remains in full force and effect; and
- (c) BRAC confirms that to the best of its knowledge the security it has given to the Security Trustee under the BRAC Charge remains in full force and effect.

2.6 Undertaking by BRAC

- (a) BRAC undertakes to each Subscriber, unless the Voting Chargee otherwise consents, that it will provide each Subscriber with copies of its unconsolidated audited Financial Statements as soon as practicable (and in any event not later than 180 days) after the close of each of its financial years.
- (b) In this clause 2.6, a word or phrase used in this clause 2.6 has the same meaning as in the VFC Subscription Agreement (including a word or phrase incorporated by reference).

3 Conditions Precedent

3.1 Conditions Precedent – Westpac, CBA and BANA

The Effective Date does not occur until Westpac, CBA and BANA have received all of the following in a form and substance satisfactory to each of them:

- (a) **rating confirmation:** a written confirmation provided by Moody's affirming the rating by Moody's of not less than "Aa2 (sf)" in respect of the obligations of the Issuer;

- (b) **BRAC Charge:** a copy of the deed of charge to be given by BRAC in favour of the Security Trustee executed by each of BRAC and the Security Trustee;

- (c) **Parent Guarantee:** a copy of the deed poll to be given by Avis Budget Car Rental, LLC executed by Avis Budget Car Rental, LLC;

- (d) **verification certificate:** a certificate in relation to:
 - (1) the Issuer, given by a director of the Issuer;

 - (2) the Servicer, given by a director of the Servicer,substantially in the form of Annexure A of the VFC Subscription Agreement with the attachments referred to in it and dated not earlier than 10 days before the Effective Date;

- (e) **insurance:** evidence that the Issuer and Servicer have the following insurance policies, each of which must be current:
 - (1) directors and officers insurance; and

 - (2) professional indemnity insurance;

- (f) **lawyer's opinion:** an opinion of internal legal counsel of Avis Budget Group in favour of CBA, Westpac, BANA and others in relation to the due execution by Avis Budget Car Rental, LLC of the Parent Guarantee; and

- (g) **(Interest Rate Cap Confirmation):** a copy of the Interest Rate Cap Confirmation executed by each party to it.

3.2 Conditions Precedent – Westpac and CBA

The Effective Date does not occur until:

- (a) **this deed and fee letter (Westpac):** Westpac has received an original of this deed and the Westpac Fee Letter executed by each party to each of them (other than Westpac); and

- (b) **this deed and fee letter (CBA):** CBA has received an original of this deed and the CBA Fee Letter executed by each party to each of them (other than CBA);

- (c) **lawyer's opinion:** Westpac and CBA have received an opinion of Allens Arthur Robinson in favour of CBA and Westpac and others (other than BANA) in relation to the validity and enforceability of this deed, the BRAC Charge, the Parent Guarantee and the Relevant Documents and the stamp duty issues arising from the transactions contemplated by this deed, the BRAC Charge, the Parent Guarantee and the Relevant Documents and any other relevant Transaction Document.

3.3 Conditions Precedent – BANA

The Effective Date does not occur until BANA has received all of the following in a form and substance satisfactory to it:

- (a) **this deed:** an original of this deed executed by each party (other than BANA);

- (b) **fee letter:** an original of the BANA Fee Letter executed by each party to it (other than BANA);

- (c) **Vehicles report:** a report with respect to all Vehicles owned by the Issuer as at 31 August 2011 which includes details for each Vehicle of its make, manufacturer, description, Book Value and Glass's Average Value;
- (d) **costs and expenses:** on demand, the Servicer and the Issuer have jointly or severally reimbursed BANA for its reasonable expenses in accordance with clause 11.5 of the VFC Subscription Agreement;
- (e) **lawyer's opinion:** BANA has received an opinion of Mallesons Stephen Jaques in favour of BANA in relation to the validity and enforceability of this deed, the BANA Fee Letter, the BRAC Charge, the Parent Guarantee and the Relevant Documents and the stamp duty issues arising from the transactions contemplated by this deed, the BANA Fee Letter, the BRAC Charge, the Parent Guarantee and the Relevant Documents and any other relevant Transaction Document; and
- (f) **other conditions precedent:** BANA has received evidence that all other conditions precedent under this deed and the VFC Subscription Agreement have been satisfied.

4 Consents

- (a) For the purposes of clause 11.3 of the VFC Subscription Agreement and clause 28.1 of the Security Trust Deed, the Existing VFC Holders and the New VFC Holder consent to and approve the amendments to the Relevant Documents contemplated by this deed and direct the Security Trustee to enter into this deed and the BRAC Charge.
- (b) For the purposes of clause 37.15 of the Security Trust Deed:
 - (1) the consent and approval in clause 4(a), and the execution of this deed, by the Existing VFC Holders and the New VFC Holder constitutes a written resolution of the Voting Chargees in accordance with clause 37.15(a) of the Security Trust Deed; and
 - (2) the Security Trustee accepts this deed executed by the Existing VFC Holders and the New VFC Holder, whether in a single instrument or in counterparts, as effective upon receipt of that single instrument or those counterparts in satisfaction of clause 37.15(b) of the Security Trust Deed.
- (c) For the purposes of the Security Trustee entering into this deed, by executing this deed, on and from the Effective Date the Issuer and the Servicer agree, acknowledge and confirm that:
 - (1) the Security Trustee will be entitled to the benefit of any rights or powers conferred on it under the Relevant Documents to which it is expressed to be a party as amended by this deed; and
 - (2) no amendment to the Relevant Documents to which it is expressed to be a party after the date of this deed will be binding on the Security Trustee unless the Security Trustee has agreed in writing to the amendment.

5.1 Notices

A notice given under this deed must be given in accordance with the Relevant Documents.

5.2 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5.3 Further action

Each party must do all things and execute all further documents necessary to give full effect to this deed.

5.4 Costs and expenses

WTH must pay all reasonable costs and expenses of each VFC Subscriber and the Security Trustee in relation to the negotiation, preparation, execution, delivery, stamping and completion of this deed.

5.5 Stamp duty

WTH must pay any stamp duty or similar Tax which is payable in connection with the execution or performance of this deed.

5.6 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

5.7 Attorneys

Each of the attorneys executing this deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

5.8 BANA Disclosure

- (a) Pursuant to the Australian Securities and Investment Commission Class Order 03/1101 under section 911A(2)(1) of the Corporations Act 2001 of Australia, BANA is required to notify each other party to this deed (**Notification Party**) that it does not hold an Australian Financial Services Licence (**AFSL**) for the provision of certain financial services and is exempt from the requirement to hold an AFSL in respect of the financial services provided. BANA is regulated by the US Federal Reserve Board and the Office of the Comptroller of the Currency under U.S. laws, whose laws differ from Australian laws.

(b) In accordance with the Australian Prudential Standard APS 222, BANA is required to notify each Notification Party that, with the exception of BANA, none of the Bank of America Merrill Lynch (**BofAML**) entities in Australia is authorised as an Authorised Deposit-taking Institution under the Banking Act 1959 of Australia or subject to prudential regulation by the Australian Prudential Regulation Authority (**APRA**).

(c) Furthermore, unless expressly stated:

- (1) financial products issued by such Australian BofAML entities, excluding BANA, do not represent liabilities of BANA and the investment performance of such financial products is not guaranteed by BANA;
- (2) financial transactions entered into by such Australian BofAML entities, excluding BANA, do not represent liabilities of BANA and are not guaranteed by BANA; and
- (3) other obligations assumed by such Australian BofAML entities, excluding BANA, do not represent liabilities of BANA and are not guaranteed by BANA.

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Amended and Restated VFC Subscription Agreement

**SCHEDULE 1 – UMBRELLA AMENDING AND ACCESSION DEED NO. 2
AMENDED AND RESTATED VFC SUBSCRIPTION AGREEMENT**

VFC Subscription Agreement

AB Funding Pty Ltd

W T H Pty Ltd

BNY Trust (Australia) Registry Limited

Westpac Banking Corporation

Commonwealth Bank of Australia

Bank of America, N.A. (Australia Branch)

AVIS Securitisation

Allens Arthur Robinson
Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000
Tel 61 2 9230 4000
Fax 61 2 9230 5333
www.aar.com.au

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24 August 2007 (as amended on 27 March 2008 and as amended with effect from the Effective Date as defined in the Umbrella Amending and Termination Deed and as further amended with effect from the Effective Date as defined in the Umbrella Amending and Accession Deed and as further amended with effect from the Effective Date as defined in the Umbrella Amending and Accession Deed No. 2)

Date

Parties

1. **AB Funding Pty Ltd** (ACN 125 104 654) registered in New South Wales of Level 2, 15 Bourke Road, Mascot, NSW, 2020 (the *Issuer*);
2. **W T H Pty Ltd** (ACN 000 165 855) registered in New South Wales of Level 2, 15 Bourke Road, Mascot, NSW, 2020 (*WTH*);
3. **BNY Trust (Australia) Registry Limited** (ACN 000 334 636) of Level 2, 35 Clarence Street, Sydney, NSW, 2000 (the *Security Trustee*); and
4. **Westpac Banking Corporation** (ABN 33 007 457 141) of Level 3, 275 Kent Street, Sydney, NSW, 2000 (*Westpac*).
5. **Commonwealth Bank of Australia** (ABN 48 123 123 124) of Level 23, 201 Sussex Street, Sydney, NSW, 2000 (*CBA*)
6. **Bank of America, N.A. (Australia Branch)** (ABN 51 064 874 531) of Level 63, MLC Centre, 19-29 Martin Place, Sydney, NSW, 2000 (*BANA*)

Recitals

- A The Issuer may issue VFCs in accordance with this Agreement.
- B The parties have entered into this Agreement to set out the terms upon which the Subscribers will subscribe for VFCs.

It is agreed as follows.

1. Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise. Definitions in Schedule 2 also apply where used in this Agreement.

AB Funding Obligations has the same meaning as in the Parent Guarantee.

Actual Credit Support means, at any time, the aggregate Book Value of all Eligible Vehicles less the Outstanding Principal Amounts of all VFCs at that time.

Amortisation Event means, subject to clause 8.3, any of the following (unless the event has been waived by the Voting Chargee):

- (a) BRAC, the Issuer or the Lessee, for any reason, is unable to conduct its customary business within Australia;
- (b) a Change in Control in relation to WTH or BRAC occurs;
- (c) an Issuer Event of Default occurs;
- (d) a qualified financial audit result following any financial audit of the Lessee or the Issuer with potential or actual negative implications for the Voting Chargee as determined by the Voting Chargee at its sole discretion;
- (e) the amount available under the Letter of Credit is less than the Required Cash Reserve and the Issuer fails to remedy this difference within 3 Business Days after the date on which the difference arises;
- (f) the Actual Credit Support is less than the Required Credit Support and the Issuer fails to remedy this difference within 3 Business Days after the date on which the difference arises;
- (g) WTH fails to pay any amount when due under the Lease and WTH fails to remedy the non-payment within 3 Business Days after the relevant due date;
- (h) WTH or the Issuer fails to comply with any other obligation under a Transaction Document and that failure is not remedied within 14 days of WTH or the Issuer (as the case may be) becoming aware of that failure and in the reasonable opinion of the Voting Chargee that failure will have a Material Adverse Effect;
- (i) an Insolvency Event occurs in relation to WTH or BRAC;
- (j) a Parent Default occurs;
- (k) there occurs a downgrade or withdrawal of the Designated Rating assigned by the Rating Agency in respect of the obligations of the Issuer under the VFCs and the Designated Rating assigned by the Rating Agency is not restored within 30 days after the date on which the Rating Agency downgraded or withdrew the Designated Rating;
- (l) a Transfer Event occurs;
- (m) the Scheduled Commitment Termination Date occurs and is not extended by all Subscribers.

Australian Dollars or \$ means the lawful currency of Australia.

Available Commitment means, at any date, in relation to a Subscriber and an Interest Period, the Funding Commitment in relation to that Subscriber and that Interest Period at that date less the Outstanding Principal Amount of the VFC held by that Subscriber at that date.

Available Income means in respect of a Collection Period, the amount determined under clause 7.3.

Avis Budget Group Member means Avis Budget Car Rental, LLC and any of its Subsidiaries.

Book Value has the meaning in Schedule 2.

BRAC means Budget Rent A Car Australia Pty Ltd (ACN 007 348 021).

Break Costs means for any repayment or prepayment the amount (if any) by which:

(a) the aggregate of:

- (i) the interest on the amount repaid or prepaid which each VFC Holder should have received (had the repayment or prepayment not occurred); and
- (ii) any other loss suffered by each VFC Holder as a result of the repayment or prepayment,

exceeds:

(b) the return which each VFC Holder would be able to obtain by placing the amount repaid or prepaid to it on deposit with a Reference Bank,

in each case for the period from the date of repayment or prepayment until the last day of the then current Collection Period applicable to the repaid or prepaid amount, as advised by each VFC Holder in good faith to the Issuer.

Business Day means any day, other than a Saturday, Sunday or public holiday in New South Wales or New Jersey (or in relation to any action to be taken by or in connection with the Letter of Credit, New York), on which banks are open for business in Sydney and Parsippany, New Jersey (and in relation to any action to be taken by or in connection with the Letter of Credit, New York).

Change in Control means in respect of any period:

- (a) in respect of WTH, Avis Budget Car Rental, LLC ceasing to control, directly or indirectly, all of the voting share capital of WTH; and
- (b) in respect of BRAC, Avis Budget Car Rental, LLC ceasing to control, directly or indirectly, all of the voting share capital of BRAC.

Collections means all moneys received by or on behalf of the Issuer under the Transaction Documents. It includes the Rent and, without double counting, Principal Collections.

Collection Period means a calendar month except that the first Collection Period will be the period commencing on the first Issue Date and ending on (and including) the last day of the calendar month immediately prior to the first Payment Date. The last Collection Period is the period from (but excluding) the last day of the previous Collection Period to (and including) the date on which the Outstanding Principal Amount of VFCs is reduced to zero.

Commercial Vehicle means a Vehicle that is a utility, van or bus.

Commitment means a Subscriber's obligation under this Agreement to subscribe for or fund any initial Outstanding Principal Amount of the VFCs or any increase in the Outstanding Principal Amount of the VFCs.

Commitment Termination Date means the earlier to occur of:

- (a) the Scheduled Commitment Termination Date; and
- (b) the date of termination of the Funding Commitments under clause 2.5, 2.6 or 8.1(a).

Determination Date means the last day of each calendar month provided that the first Determination Date shall be the first Subscription Date.

Dollar Equivalent means, in relation to an amount expressed in a Foreign Currency at any time, the amount of Australian Dollars determined by translating that amount of Foreign Currency into Australian Dollars at the Exchange Rate for that Foreign Currency at that time.

Eligible Bank means in respect of a bank, such bank's short-term, unsecured, unsubordinated, unguaranteed debt obligations rated at least P-1 from the Rating Agency.

Eligible Vehicle means, at any time, a Vehicle that meets the Eligibility Criteria and Pool Parameters at that time.

Eligibility Criteria and Pool Parameters means the criteria and parameters specified in Schedule 1.

Exchange Rate means, in relation to any Foreign Currency, the spot rate of exchange determined by the Issuer to be the rate of exchange to buy that Foreign Currency with Australian Dollars.

Excluded Tax means a Tax imposed by a jurisdiction on the net income of the recipient of a payment because that recipient has a connection with that jurisdiction but not a Tax:

- (a) calculated by reference to the gross amount of a payment under this Agreement or a VFC (without the allowance of a deduction); or
- (b) imposed because that recipient is taken to be connected with that jurisdiction solely because it is party to a Transaction Document or a transaction under a Transaction Document.

Finance Debt means indebtedness (whether actual or contingent) in respect of money borrowed or raised or other financial accommodation. It includes indebtedness under or in respect of:

- (a) a Guarantee of such indebtedness or a Guarantee given to a financier;
- (b) a finance lease;
- (c) a swap, option, hedge, forward, futures or similar transaction;
- (d) an acceptance, endorsement or discounting arrangement;
- (e) a redeemable share or redeemable stock; or
- (f) the deferred purchase price (for more than 90 days) of an asset or service,

or an obligation to deliver assets or services paid for in advance by a financier or otherwise relating to a financing transaction.

Financial Statements means:

- (a) a statement of financial performance;
- (b) a statement of financial position; and;
- (c) a statement of cash flow,

together with any notes to those documents and any accompanying reports, statements, declarations and other documents or information.

First Subsequent Subscriber means CBA.

Foreign Currency means US Dollars or any other foreign currency approved by the Subscribers which is freely transferable and convertible into Australian Dollars.

Funding Commitment means:

- (a) in respect of the Initial Subscriber, \$125,000,000 (or such other amount as may be agreed between the Initial Subscriber and the Issuer from time to time);
- (b) in respect of the First Subsequent Subscriber, \$125,000,000 (or such other amount agreed between the First Subsequent Subscriber and the Issuer from time to time); and

- (c) in respect of the Second Subsequent Subscriber, \$125,000,000 (or such other amount agreed between the Second Subsequent Subscriber and the Issuer from time to time),

in each case as reduced under clause 2.6.

Haircut Value means the value for the Vehicles determined in accordance with the methodology set out in Schedule 2.

Indemnified Amounts means any and all damages, losses, claims, liabilities and related costs and expenses including legal costs and expenses on a full indemnity basis.

Initial Subscriber means Westpac.

LC Buffer Amount means, at any time in respect of a Letter of Credit Account maintained in Foreign Currency, the amount in Foreign Currency equal to 10% of the total amount in Foreign Currency standing to the credit of that Letter of Credit Account at that time.

LC Draw means at any Determination Date a drawing made under clause 7.3.

Letter of Credit means:

- (a) a letter of credit issued by an Eligible Bank in favour of the Security Trustee and in a form acceptable to the Voting Chargee;
- (b) cash (in Australian Dollars or a Foreign Currency) retained on deposit in a Letter of Credit Account; or
- (c) any combination of (a) and (b).

Letter of Credit Account means one or more accounts held with one or more Eligible Banks acceptable to the Voting Chargee in the name of the Issuer, and controlled by the Security Trustee.

Material Adverse Effect means, with respect to any event or circumstance, a material adverse effect on:

- (a) the assets, financial condition and operations of the Issuer or the Servicer;
- (b) the ability of the Issuer or the Servicer to perform its obligations under any Transaction Document;
- (c) the validity or enforceability of any Transaction Document or any VFC;
- (d) the status, existence, perfection or priority of a Subscriber's interest in any VFC or under the Security Trust Deed; or
- (e) the amount of any payment to be made to a Subscriber in accordance with the Transaction Documents or the timing of such payment.

Maximum VFC Amount means, at any time, the maximum amount the Outstanding Principal Amount of the VFCs can be such that there is no breach of the limits in clause 2.3(a), (b) or (c).

Monthly Period means each period commencing on (and including) a Payment Date and ending on (and including) the day immediately before to the next Payment Date.

Obligations has the same meaning as in the Parent Guarantee.

Parent Default means each of the following events:

- (a) Avis Budget Car Rental, LLC fails to comply with any obligation under the Parent Guarantee and that failure is not remedied within 14 days of Avis Budget Car Rental, LLC becoming aware of that failure and in the opinion of the Voting Chargee that failure will have a Material Adverse Effect;

- (b) an Insolvency Event occurs in relation to Avis Budget Car Rental, LLC; or
- (c) a representation or warranty by Avis Budget Car Rental, LLC in the Parent Guarantee is not true in a material respect or is misleading when made or repeated and (if capable of remedy) the relevant circumstances are not remedied within 14 days after the earlier to occur of:
 - (i) the date on which Avis Budget Car Rental, LLC becomes actually aware of the relevant circumstances having occurred; and
 - (ii) the date written notice is received by Avis Budget Car Rental, LLC from a Beneficiary (as defined in the Parent Guarantee) requesting that the relevant circumstances be remedied.

Potential Amortisation Event means:

- (a) for the purposes of clause 4.2(e), any Amortisation Event referable to paragraphs (a) to (i) inclusive of the definition of Amortisation Event which, with the giving of notice or lapse of time, or both, would become an Amortisation Event; and
- (b) for the purposes of clause 6.1(d)(ii), any Amortisation Event which, with the giving of notice or lapse of time, or both, would become an Amortisation Event.

Potential Event of Default means any event which, with the giving of notice or lapse of time, or both, would become an Issuer Event of Default.

Principal Collections means, in relation to a Collection Period:

- (a) while no Amortisation Event or Issuer Event of Default is subsisting, that part of the Rent that represents the Required Principal Repayment that must be made on the next following Payment Date; and
- (b) otherwise, the aggregate of that part of the Rent that represents the Required Principal Repayment that must be made on the next following Payment Date and the aggregate net proceeds of sale of the Vehicles during that Collection Period.

Reference Bank means:

- (a) Commonwealth Bank of Australia;
 - (b) Westpac Banking Corporation;
 - (c) National Australia Bank Limited; and
 - (d) Australia and New Zealand Banking Group Limited,
- or such other person as the Subscribers and the Issuer may agree.

Related Body Corporate has the meaning given in section 50 of the Corporations Act.

Rent has the meaning given in the Lease.

Rent Period has the meaning given in the Lease.

Required Cash Reserve means at any time 6.00% of the Outstanding Principal Amount of VFCs.

Required Credit Support means at any time the sum of:

- (a) the aggregate Book Value of all Eligible Vehicles less the Haircut Value at that time; and
- (b) the amount equal to 6.50% of the Book Value of all Eligible Vehicles at that time.

Required Principal Repayment means on a Payment Date:

- (a) while no Issuer Event of Default or Amortisation Event is subsisting, the amount necessary to ensure that the aggregate Outstanding Principal Amount of VFCs on that Payment Date does not exceed the Maximum VFC Amount; and
- (b) while an Issuer Event of Default or Amortisation Event is subsisting, all of the Total Available Funds other than those amounts comprising any of the Total Available Funds which are required to make the payments under clause 7.6(a) to (c) inclusive.

Scheduled Commitment Termination Date means 24 August 2013 or such later date agreed by all Subscribers pursuant to the terms of clause 2.7.

Second-hand Commercial Vehicle means a Vehicle which is a utility, van or bus and is not acquired new from the manufacturer.

Second-hand Vehicle means a Vehicle which is not acquired new from the manufacturer.

Second Subsequent Subscriber means BANA.

Security Trust Deed means the Security Trust Deed dated 22 August 2007 between the Issuer and the Security Trustee.

Servicing Fee means the fee payable to any Servicer appointed in accordance with the terms of the Transaction Documents.

Subscriber means:

- (a) the Initial Subscriber;
- (b) the First Subsequent Subscriber; and
- (c) the Second Subsequent Subscriber.

Subscription means a subscription or increase in the Outstanding Principal Amount of a VFC made in accordance with this Agreement.

Subscription Amount means, in relation to a Subscriber, the amount determined by the Issuer required to fund:

- (a) the initial Outstanding Principal Amount of the VFC subscribed for by that Subscriber under clause 2.1; or
- (b) the increase in Outstanding Principal Amount of that VFC subscribed for by that Subscriber under clause 2.2,

provided that, the aggregate of those amounts in paragraphs (a) and (b) must not be greater than the Available Commitment of that Subscriber unless otherwise agreed between the Issuer and that Subscriber.

Subscription Date means the date on which:

- (a) a VFC is, or is to be, subscribed for; or
- (b) the Outstanding Principal Amount of any VFC is, or is to be increased,

in accordance with clause 2.

Subscription Notice means:

- (a) with respect to the first Subscription Date for a VFC as contemplated by clause 2.1, the Pricing Supplement for that VFC; and
- (b) with respect to any increase in the Outstanding Principal Amount of a VFC as contemplated by clause 2.2, a written notice substantially in the form of Schedule 4,

or such other form as is agreed from time to time between a Subscriber and the Issuer and otherwise complying with clause 2.1 or clause 2.2 (as applicable).

Subsidiary has the meaning in the Corporations Act 2001.

Tax Agreements has the meaning given in clause 6.1(o).

Total Available Funds has the meaning in clause 7.5.

US Dollars means lawful currency of the United States of America.

Vehicle means each motor vehicle owned by the Issuer from time to time, including any permitted parts and accessories fitted to each motor vehicle and other attached items.

WTH Obligations has the same meaning as in the Parent Guarantee.

1.2 Relevant document definitions and amendments

Words and expressions which are defined in the Security Trust Deed, the VFC Deed Poll (as defined in the Security Trust Deed) or the Terms and Conditions (as defined in the Security Trust Deed) have the same meanings when used in this Agreement unless the context otherwise requires or unless otherwise defined in this Agreement.

1.3 Interpretation

Clauses 1.2 to 1.4 (inclusive) and 1.6 of the Security Trust Deed apply to this Agreement as if set out in full, but on the basis that a reference to "this Deed" is a reference to "this Agreement".

1.4 Obligations several

The obligations and rights of each Subscriber under this Agreement are several and:

- (a) failure of a Subscriber to carry out its obligations will not relieve any other Subscriber of its obligations;
- (b) no Subscriber is responsible for the obligations of any other Subscriber; and
- (c) subject to the provisions of the Transaction Documents, each Subscriber may separately enforce its rights under any Transaction Document.

1.5 Limitation of Liability of Security Trustee

Clause 43 of the Security Trust Deed applies to this Agreement.

1.6 Limitation of Liability of the Issuer

Clause 3.5 of the Security Trust Deed applies to this Agreement.

2. Commitment and Subscription

2.1 Initial Subscription

- (a) On the first Subscription Date in relation to a Subscriber, that Subscriber will, subject to the terms of this Agreement, subscribe for, and the Issuer will issue, a VFC to that Subscriber for an amount not exceeding its Funding Commitment.
- (b) In relation to the first Subscription Date and the first subscription by the Subscriber for, and the first issue by the Issuer of, a VFC and for the purposes of clause 2.1(a), the Pricing Supplement agreed and entered into between that Subscriber and the Issuer will constitute the Subscription Notice for that VFC.

2.2 Further fundings

- (a) The Issuer may require a Subscriber to fund an increase in the Outstanding Principal Amount of its VFC by delivering a Subscription Notice to that Subscriber at any time after the first Payment Date but before the Commitment Termination Date in relation to that Subscriber in accordance with this clause 2.2.
- (b) The Subscription Notice shall specify:
 - (i) the Subscription Amount payable by that Subscriber on the proposed Subscription Date; and
 - (ii) the proposed Subscription Date.
- (c) The Subscription Notice must be given to a Subscriber:
 - (i) where the Subscription Amount is for an amount less than or equal to \$50,000,000, not later than 4pm and at least 2 Business Days (or such shorter period as may be agreed between the Issuer and that Subscriber) before the proposed Subscription Date; or
 - (ii) where the Subscription Amount is for an amount greater than \$50,000,000, not later than 4pm and at least 3 Business Days (or such shorter period as may be agreed between the Issuer and that Subscriber) before the proposed Subscription Date.
- (d) There must not be more than one Subscription Date each week unless otherwise agreed by all of the Subscribers.
- (e) By 2 pm on the Subscription Date, each relevant Subscriber will, subject to the other terms of this Agreement, fund an increase in the Outstanding Principal Amount of the VFC by paying the relevant Subscription Amount specified in the Subscription Notice to the Issuer in accordance with clause 2.4.

2.3 Limit

A Subscriber must not under any circumstances subscribe for a VFC or fund any increase in the Outstanding Principal Amount of its VFC (and the Issuer has no right to issue a Subscription Notice) to the extent that, after giving effect to the Subscription or increase in the Outstanding Principal Amount of that VFC:

- (a) the Outstanding Principal Amount of the VFC subscribed for or held by that Subscriber would exceed the Funding Commitment in relation to that Subscriber; or
- (b) the Actual Credit Support is or would be less than the Required Credit Support; or
- (c) the amount available under the Letter of Credit is or would be less than the Required Cash Reserve.

2.4 Payment of Subscription Amounts

A Subscriber shall, subject to this Agreement, on a Subscription Date pay the required Subscription Amount in respect of that Subscription Date to the Issuer in immediately available funds without set-off or deduction (except if required by law).

2.5 Termination

A Subscriber shall have no obligation to subscribe for a VFC or increase its investment in a VFC on or after the Commitment Termination Date in relation to that Subscriber.

2.6 Voluntary termination of Commitment or reduction of Funding Commitment

The Issuer may, by giving at least 5 Business Days' prior written notice to each Subscriber, terminate the Funding Commitment in whole or reduce in part the unused portion of the Funding Commitment in relation to each Subscriber, provided that:

- (a) after giving effect to such reduction, the remaining Funding Commitment in relation to each Subscriber will not be less than \$50,000,000 unless it is zero; and
- (b) the Funding Commitment in relation to each Subscriber is reduced proportionally.

2.7 Extension of Scheduled Commitment Termination Date

- (a) The Scheduled Commitment Termination Date may be extended to a later date agreed between the Issuer and all Subscribers pursuant to the terms of this clause 2.7 and any additional terms agreed between all Subscribers and the Issuer.
- (b) If the Issuer wants an extension of the Scheduled Commitment Termination Date, it shall give a written request to all Subscribers at least 90 days (or such other shorter time as may be agreed between the Issuer and all Subscribers from time to time) before the then Scheduled Commitment Termination Date in relation to all Subscribers. The written request must specify the proposed new Scheduled Commitment Termination Date. If all Subscribers agree to the Issuer's request, each Subscriber shall give a written notice of acceptance to the Issuer no later than 30 days before the Scheduled Commitment Termination Date. The extension to the Scheduled Commitment Termination Date will only become effective once all Subscribers have given a written notice of acceptance to the Issuer in respect of the proposed new Scheduled Commitment Termination Date.
- (c) The Issuer must provide written notice of any such agreed extension to the Rating Agency and the Security Trustee as soon as practicable after the date on which all Subscribers have provided their written notice of acceptance in accordance with paragraph (b) above.
- (d) The Scheduled Commitment Termination Date may be extended more than once under this clause 2.7.

2.8 Use of Subscription Amounts

- (a) Subject to paragraphs (b) and (c), other than as expressly provided in the Transaction Documents or with the prior written consent of the Security Trustee (who must not consent without the written consent of the Voting Chargee), the Issuer represents, warrants and undertakes that:
- (i) it has not incurred and will not incur any Finance Debt other than directly in relation to the Letter of Credit;
 - (ii) it has not created or allowed to exist and will not create or allow to exist any Security Interest over any of its assets or undertakings other than under the Security Trust Deed and in accordance with the Transaction Documents;
 - (iii) it has not made or received any payment and will not make or receive any payment other than in connection with maintaining its corporate existence and in the ordinary course to the extent necessary or desirable in connection with the proper exercise of its rights and the performance of its obligations under the Transaction Documents;
 - (iv) it has not acquired or disposed of any asset and will not acquire or dispose of any asset other than Vehicles in accordance with the Transaction Documents and its ordinary course of business; and
 - (v) it has not otherwise conducted any business or entered into any document or transaction and will not conduct any business or enter into any document or transaction.
- (b) Provided no Issuer Event of Default or Amortisation Event has occurred, each Subscriber and the VFC Holders consent to the Issuer using the Subscription Amounts for any purpose which involves or is related to any Avis Budget Group Member and each Subscriber and the VFC Holders agree with the Issuer that they will give all necessary directions to the Security Trustee (if, as, and when required) to give effect to this clause.

2.9 VFCs – Cancellation; VFC Register

A VFC cannot be cancelled by the Issuer unless the VFC Holder confirms to the Issuer in writing that:

- (a) all the moneys payable in relation to the VFC have been fully and finally repaid to the satisfaction of the VFC Holder; and
- (b) it consents to the cancellation of the VFC.

Upon such confirmation from a VFC Holder, the Issuer will immediately cancel that VFC and notify any other VFC Holder.

2.10 Partial repayment

- (a) The Issuer may repay or partially prepay (without penalty or premium) on 5 day's notice to the VFC Holders the VFCs pro rata on a Payment Date provided that:
- (i) immediately following that repayment the Actual Credit Support must not be less than the Required Credit Support;

- (ii) the amount available under the Letter of Credit must not be less than the Required Cash Reserve; and
 - (iii) the Issuer has reasonable grounds for believing it will be able to pay the required payments under clauses 7.6(a) to 7.6(e) on the next Payment Date.
- (b) The Issuer may repay or partially prepay on 5 days' notice to the VFC Holders the VFCs pro rata on a day other than a Payment Date provided that it pays to the VFC Holders any Break Costs incurred by the VFC Holders with respect to that payment.

2.11 Letter of Credit

To the extent the Letter of Credit is held in the form of cash as contemplated under paragraphs (b) or (c) of the definition of Letter of Credit, all money standing to the credit of the Letter of Credit Account will accrue interest at the rate and in the manner which accounts of such type would normally bear and all interest earned on the moneys standing to the credit of the Letter of Credit Account must be paid by the Security Trustee to or at the instructions of the Issuer. Subject to clauses 2.3(c), 2.10(a)(ii) and 7.4(a), to the extent the Letter of Credit is greater than the Required Cash Reserve and prior to an Amortisation Event or Issuer Event of Default, the Security Trustee must withdraw amounts held in the Letter of Credit Account in excess of that Required Cash Reserve and transfer them to or at the instructions of the Issuer.

3. Increased Costs and Fees

3.1 Compensation for the Subscribers

If any change in law or in the interpretation or application of any law (after the date of this Agreement) or if compliance with any applicable law, guideline, direction, request or requirement (whether or not having the force of law but if not having the force of law only to the extent it is the practice of responsible entities to comply with them) of the Reserve Bank of Australia, the Australian Prudential Regulation Authority or of any other Government Agency (including, without limitation, any guideline, direction, request or requirement relating to the capital adequacy, reserve, liquidity or deposit requirements of banks or a class of banks, the classification or allocation of capital of banks or a class of banks or the prudential supervision of banks or a class of banks) introduced or changed after the date of this Agreement will:

- (a) increase, directly, the cost to a Subscriber of providing or maintaining financial accommodation in connection with this Agreement;
- (b) reduce, directly, the amount of any payment made to or payable to or for the account of a Subscriber in connection with this Agreement;
- (c) reduce, directly, the effective return to a Subscriber in connection with this Agreement; or
- (d) impose, directly, a cost on a Subscriber resulting from its participation in the transactions contemplated by this Agreement, including, without limitation, funding any purchase of or increase in investment of any VFCs,

that Subscriber and the Issuer, shall negotiate in good faith to avoid or reduce the effect of such change, failing which the Issuer:

- (i) can repay the VFCs in full or partially prepay in accordance with clause 2.10; and
- (ii) shall from time to time pay to that Subscriber upon demand such amounts as necessary to compensate that Subscriber for such increased cost or reduction of payment or effective return, on and from the date that increased cost or reduction is incurred or suffered.

3.2 Survival

The Issuer's obligations under clause 3.1 survive the termination of this Agreement.

3.3 Unused Limit Fee

The Issuer shall pay each Subscriber an unused limit fee during each Monthly Period. The unused limit fee payable to each Subscriber shall be equal to 1.125% per annum of the average Available Commitment of that Subscriber during that Monthly Period. The unused limit fee shall be payable in arrears to each Subscriber in same day funds on the next following Payment Date after the end of that Monthly Period.

4. Conditions precedent to Subscription

4.1 Conditions precedent to first Subscription

The obligation of a Subscriber to subscribe for a VFC shall be subject to that Subscriber having received in form and substance reasonably satisfactory to it on or before the first Subscription Date:

(a) **(verification certificate)** a certificate given by a director in relation to:

- (i) the Issuer; and
- (ii) the Servicer,

substantially in the form of Annexure A with the attachments referred to in it and dated not earlier than 10 days before the first Subscription Date;

(b) **(documents)**

- (i) duly executed counterparts of this Agreement and each other Transaction Document;
- (ii) a certified copy of the tax sharing agreement and tax funding agreement of the Australian tax group to which the Issuer and WTH are both parties;

(c) **(lawyers' opinions)** an opinion of Allens Arthur Robinson in relation to the validity and enforceability of certain Transaction Documents and the tax and stamp duty issues arising from the transactions contemplated by the Transaction Documents;

(d) **(Power of Attorney)** an executed power of attorney from the Lessee and BRAC in favour of the Security Trustee to facilitate transfer of registration of the Vehicles;

(e) **(rating)** a rating by the Rating Agency of not less than "Aa2 (sf)" in respect of the obligations of the Issuer;

(f) **(other documents)** all other documents reasonably requested by each Subscriber; and

(g) (**other conditions precedent**) evidence that any conditions precedent specified in any other Transaction Documents have been satisfied.

4.2 Conditions precedent to each Subscription

The obligations of a Subscriber to subscribe for a VFC or to fund any increase in the Outstanding Principal Amount of its VFC shall be subject to the further conditions precedent that, on each Subscription Date the following statements shall be true (and the Issuer in respect of clause 4.2(a)(i) and (iii), (b), (c), (d), (e), (g), (h), (i) and (j) and the Servicer in respect of clause 4.2(a)(ii) and (iii) and (h) shall, by virtue of accepting any Subscription Amount be deemed to have certified that):

(a) (**representations true**)

- (i) in the case of the Issuer, its representations and warranties in clauses 2.8 and 5.1 are true as of such day as though they had been made at that date in respect of the facts and circumstances then subsisting;
- (ii) in the case of the Servicer, its representations and warranties in clause 5.1 and clause 2.1 of the Servicing Agreement are true as of such day as though they had been made at that date in respect of the facts and circumstances then subsisting; and
- (iii) in the case of the Issuer and the Servicer, it has complied with all of its material obligations under the Transaction Documents (and excluding any non-compliance which has been waived by the Subscribers);

(b) (**no default**) no event has occurred and is subsisting or would result from such Subscription, that constitutes an Issuer Event of Default or Potential Event of Default;

(c) (**limits**) after paying the Subscription Amount, the limits in clause 2.3 will not be breached;

(d) (**Commitment Termination Date**) the Commitment Termination Date has not occurred;

(e) (**Potential Amortisation Event, Amortisation Event or Issuer Event of Default**) no Potential Amortisation Event, Amortisation Event referable to paragraphs (a) to (i) inclusive of the definition of Amortisation Event or Issuer Event of Default has occurred and is subsisting;

(f) (**rating**) there has been no downgrade or withdrawal of the Designated Rating assigned by the Rating Agency in respect of the obligations of the Issuer under the VFCs;

(g) (**Subscription Notice**) the relevant Subscriber has received a Subscription Notice and each other Subscriber has received a Subscription Notice:

- (i) on the same terms (except as to the identity of the relevant Subscriber); and
- (ii) specifying an identical Subscription Amount;

(h) (**insurance**) the Subscriber has received evidence that the Issuer and Servicer have the following insurance policies, each of which must be current:

- (i) directors and officers insurance; and
- (ii) professional indemnity insurance;

- (i) **(obligations)** the Subscriber has received written confirmation that the Issuer will have sufficient funds available to enable it to comply with its obligations under the Transaction Documents; and
- (j) **(Other documents)** the Subscriber has received in form and substance satisfactory to it, all other documents (including any legal opinions) reasonably requested by that Subscriber.

5. Representations and warranties

5.1 Representations and Warranties

Each of the Issuer and the Servicer makes the following representations and warranties with respect to itself:

- (a) **(incorporation and existence)** it has been incorporated as a company limited by shares in accordance with the laws of its place of incorporation set out in this Agreement, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) **(power)** it has power to enter into the Transaction Documents to which it is a party and observe its obligations under them;
- (c) **(no contravention or exceeding power)** the Transaction Documents to which it is a party and the transactions under them which involve it do not contravene its constituent documents (if any) or any law, directive or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its directors to be exceeded;
- (d) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into the Transaction Documents to which it is a party, to comply with its obligations and exercise its rights under them and to allow them to be enforced;
- (e) **(validity of obligations)** its obligations under the Transaction Documents are valid and binding and are enforceable against it in accordance with their terms except, as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, reorganisation or other similar laws affecting the enforcement of the rights of creditors generally;
- (f) **(benefit)** it benefits by entering into the Transaction Documents to which it is a party;
- (g) **(accounts)** its most recent audited Financial Reports last given to each Subscriber are a true and fair statement of its financial position as at the date on which they are prepared and disclose or reflect all its actual and contingent liabilities as at that date;
- (h) **(solvency)** there are no reasonable grounds to suspect that it or any of its Related Bodies Corporate is unable to pay its debts as and when they become due and payable;
- (i) **(not a trustee)** it does not enter into any Transaction Documents as trustee;
- (j) **(litigation)** there is no current, pending or (to its knowledge) threatened proceeding affecting it or any of its Subsidiaries or any of its assets before a court, Governmental Agency, commission or arbitrator except those in which a decision against it or the Subsidiary (either alone or together with other decisions) would not have a Material Adverse Effect;

- (k) **(default under law – Material Adverse Effect)** neither it nor any of its Subsidiaries is in breach of a law or obligation affecting any of them or their assets in a way which is in itself or is likely to have a Material Adverse Effect;
- (l) **(no material change)** there has been no change in its financial position since the date on which its Financial Reports last given to each Subscriber were prepared which in itself is, or is likely to have or result in, a Material Adverse Effect;
- (m) **(true and accurate information)** all information provided by it to each Subscriber in connection with the Transaction Documents (other than forecasts and projections) was true and accurate in all material respects and was not in light of the circumstances under which they were made, by wilful omission, or otherwise, misleading in any material respect at the date it was provided;
- (n) **(corporate authorisations)** it has taken or will have taken on a timely basis all necessary corporate action to authorise the entry into and performance of the Transaction Documents to which it is expressed to be a party and to carry out the transactions contemplated by those documents;
- (o) **(Authorisations)** each Authorisation which is required in relation to:
- (i) the execution, delivery and performance by it of Transaction Documents to which it is expressed to be a party and the transactions contemplated by those documents;
 - (ii) the validity and enforceability of Transaction Documents to which it is expressed to be a party; and
 - (iii) its business as now conducted or contemplated and which is material (including under any consumer credit legislation),
- has been, or will be (on a timely basis) obtained or effected. Each Authorisation is (or will be) in full force and effect. It has complied (or will comply) with each of them. It has paid (or will pay) all applicable fees for each of them;
- (p) **(agreements disclosed)** each document or agreement which is material to the Transaction Documents or which has the effect of varying a Transaction Document or the rights of a Subscriber under a Transaction Document has been disclosed to each Subscriber in writing;
- (q) **(copies of documents)** all copies of documents (including any audited accounts and Authorisations) given by it or on its behalf to each Subscriber are true and complete copies;
- (r) **(law)** it has complied with all laws (including any consumer credit legislation) binding on it where breach would have a Material Adverse Effect;
- (s) **(Taxes)** it has filed all Tax returns which it is (or has been) required to file and has paid all Taxes as shown on such returns and on all assessments received by it to the extent that such Taxes have become due; and
- (t) **(no Security Interests)** the Issuer acquired good title to the Vehicles in good faith, without notice of any adverse claim and free of any Security Interests.

5.2 Reliance on Representations and Warranties

The Issuer acknowledges that each Subscriber has entered into this Agreement and will pay any Subscription Amount, in reliance on the representations and warranties made by the Issuer in clauses 2.8 and clause 5.1.

6. Undertakings

6.1 General Undertakings

Each of the Issuer and the Servicer undertakes as follows unless the Voting Chargee otherwise consents.

(a) **(corporate reporting and information)** It will provide each Subscriber with:

- (i) **(annual accounts)** as soon as practicable (and in any event not later than 180 days) after the close of each of its financial years copies of its unconsolidated audited Financial Statements;
- (ii) **(annual consolidated accounts)** as soon as practicable (and in any event not later than 180 days) after the close of each financial year copies of the consolidated audited balance sheet and profit and loss account of Avis Budget Car Rental, LLC;
- (iii) **(Government Agency)** promptly, any notice, order or material correspondence from or with a Government Agency which would have a Material Adverse Effect;
- (iv) **(Security Interests)** promptly, notice in reasonable detail of any Security Interest asserted against any of the Vehicles;
- (v) **(breach)** as soon as reasonably practicable, notice of the occurrence of any breach by it of any of its covenants in this Agreement or any other Transaction Document or notice that any representation or warranty made by it under this Agreement or any other Transaction Document becomes untrue;
- (vi) **(litigation)** promptly, notice of any litigation or proceeding affecting it:
 - (A) in which the amount involved is \$1,000,000 or more and not covered by insurance; or
 - (B) in which injunctive or similar relief is sought,which in either case, would have a Material Adverse Effect; and
- (vii) **(monthly Eligible Vehicle report)** in the case of the Servicer only, a monthly report in the form agreed between all Subscribers and the Servicer in respect of the Eligible Vehicles that provides, amongst other things, portfolio details as agreed between all Subscribers and the Servicer referable to the Eligibility Criteria and Pool Parameters (and including the number of Eligible Vehicles whose age is over the maximum age for that type of Eligible Vehicle and sales and/or disposal summaries for Eligible Vehicles for the month to which the report relates;
- (viii) **(other information)** promptly, from time to time, such other information, documents, records or reports relating to the Vehicles or the conditions or operations, financial or otherwise, of the Issuer or the Servicer as a Subscriber may from time to time reasonably request in order to protect the interests of that Subscriber under any Transaction Document.

(b) **(accounting principles)** It will ensure that each unconsolidated audited Financial Statement provided to a Subscriber under paragraph (a) (i) and each balance sheet and profit and loss account provided to the Subscribers under paragraph (a)(ii):

- (i) complies with accounting principles and practices generally accepted in Australia (in the case of each Financial Statement provided under paragraph (a)(i)) and the United States of America (in the case of each balance sheet and profit and loss account provided under paragraph (a)(ii)) consistently applied except to the extent disclosed in them and with all applicable laws; and
- (ii) gives (in accordance with applicable legal and accounting requirements) a true and fair view of its state of affairs and the result of its operations at the date, and for the period ending on the date, to which those statements are prepared.

(c) **(Authorisations)** It will ensure that each Authorisation required for:

- (i) the execution, delivery and performance by it of the Transaction Documents to which it is expressed to be a party and the transactions contemplated by those documents;
- (ii) the validity and enforceability of those documents and the effectiveness and priority of the Security Trust Deed; and
- (iii) the carrying on by it of its business as now conducted or contemplated,

is, or will be, obtained and promptly renewed and maintained in full force and effect. It will pay all applicable fees for them. It will on request provide copies as soon as possible to each Subscriber when they are obtained or renewed.

(d) **(notice to each Subscriber)** It will notify each Subscriber and the Rating Agency (in respect of sub-paragraphs (i), (ii) and (iv)) as soon as it becomes aware of:

- (i) any Issuer Event of Default or Potential Event of Default;
- (ii) any Amortisation Event or Potential Amortisation Event together with details of the nature of that event;
- (iii) any change in its Authorised Officers, giving specimen signatures of any new Authorised Officer appointed, and, where reasonably requested by each Subscriber, evidence satisfactory to that Subscriber of the authority of any Authorised Officer;
- (iv) in the case of the Servicer only, any breach of any representation or warranty made or repeated by the Servicer in any Transaction Document.

(e) **(negative pledge)** It will not:

- (i) in the case of the Issuer, create or permit to subsist a Security Interest over any Vehicle or any of its other assets other than as expressly provided in the Transaction Documents; or

- (ii) in the case of the Servicer, create or permit to subsist a Security Interest over any Vehicle which has been leased to it by the Issuer in accordance with the Lease.
- (f) **(corporate existence)** It will do everything necessary to maintain its corporate existence in good standing. It will not transfer its jurisdiction of incorporation or enter any merger or consolidation, except for the purposes of a solvent reconstruction, merger or amalgamation, where to do so would not have a Material Adverse Effect.
- (g) **(compliance with law)** It will comply fully with all material laws binding on it.
- (h) **(pay Taxes)** It will pay all Taxes payable by it when due, but:
 - (i) it need not pay Taxes for which it has sufficient resources to pay and which are being contested in good faith, except where failure to pay those Taxes would have a Material Adverse Effect; and
 - (ii) it will pay contested Taxes which it is liable to pay on the final determination or settlement of the contest.
- (i) **(change of business)**
 - (i) It will not cease or materially change its business without the consent of each Subscriber.
 - (ii) It will not take action whether by acquisition or otherwise which alone or in aggregate would materially alter the nature of its business taken as a whole where to do so would have a Material Adverse Effect.
 - (iii) It will not dissolve, liquidate, consolidate with or merge with, or otherwise acquire all or any substantial portion of the ownership interest, assets, or properties of any corporation, partnership, limited liability company or other entity where to do so would have a Material Adverse Effect.
- (j) **(Transaction Documents and other material documents)**
 - (i) It will comply with its material obligations under the Transaction Documents.
 - (ii) Subject to the terms of any Transaction Document, it will not amend any Transaction Document without the written agreement of the Security Trustee, who must not consent without the written consent of each Subscriber. It will provide notice of any such amendments to the Rating Agency.
 - (iii) In the case of the Issuer only, it will not enter into a Hedge Agreement with any person (other than a Subscriber or The Royal Bank of Scotland plc) without the approval of each Subscriber (such approval not to be unreasonably withheld or delayed).
- (k) **(new Servicer)** It will not appoint a new Servicer under the Servicing Agreement without the prior written approval of the Voting Chargee and prior written notice to the Rating Agency.
- (l) **(procedures)** The Servicer will ensure that it has appropriately documented policies and procedures governing the acquisition, ongoing management, servicing and disposal of Vehicles. Any material changes to the usual business practices of the Lessee and the Lessor as applicable must be approved in writing by each Subscriber.

(m) **(Operational Review)**

- (i) The Servicer and Issuer will permit each Subscriber to review and conduct reviews of the performance of the Issuer and the Servicer (or any of their respective agents, delegates, sub-contractors and/or representatives) under the Transaction Documents, which review may include inspecting the books and records of the Issuer and Servicer in relation to the Vehicles, provided that the Subscribers shall give not less than 5 Business Days prior written notice to the Issuer and Servicer of any such review (an **Operational Review**).
- (ii) The Operational Review will not be conducted more frequently than semi-annually, unless a Subscriber has reasonable grounds to believe that the Issuer or the Servicer has breached any of its obligations under the Transaction Documents or that any of the Issuer's or Servicer's representations or warranties were not correct when they were made. If there are such reasonable grounds, the relevant Subscriber will have the right to conduct an Operational Review (**Precautionary Operational Review**) following 2 Business Days' notice to the Issuer and the Servicer.
- (iii) An Operational Review (including any Precautionary Operational Review) will be conducted by a suitably qualified expert selected by the relevant Subscriber or by an employee of the relevant Subscriber.
- (iv) The costs incurred in relation to any Operational Review and any Precautionary Operational Review will be borne as follows:
 - (A) by the relevant Subscriber for any Operational Review that is not a Precautionary Operational Review; and
 - (B) by the relevant Subscriber in the case of any Precautionary Operational Review, unless the Precautionary Operational Review discloses that the Issuer or the Servicer has breached any of its obligations under the Transaction Documents in a material respect or that any of the Issuer's or the Servicer's representations or warranties were not correct when they were made in which case, subject to paragraph (v), the Issuer or the Servicer (as the case may be) must reimburse on demand that Subscriber's reasonable costs of such Precautionary Operational Review.
- (v) Notwithstanding any other provision in this clause 6.1(m), where any Operational Review or Precautionary Operational Review is conducted by an employee of the relevant Subscriber, the Issuer or the Servicer (as the case may be) will not be required to reimburse that Subscriber for any cost that Subscriber may incur in connection with any such Operational Review or Precautionary Operational Review.
- (vi) In connection with this clause 6.1(m), each of the Servicer and the Issuer agree to cooperate with the Subscribers in the completion of an Operational Review (including any Precautionary Operational Review), including by providing the books and records of the Issuer and the Servicer in relation to the Vehicles at the time specified in the notice from the Subscribers as being when the Operational Review (including any Precautionary Operational Review) will occur.

(n) **(independent director)** The Servicer and the Issuer shall ensure that the board of directors of the Issuer always will include an independent director that satisfies the criteria published from time to time by the Rating Agency in relation to the independence of directors, including that a director has not in the five years preceding his or her appointment been:

- (i) a direct or indirect legal or beneficial owner in the Issuer, any Associate of the Issuer or a Subscriber (excluding *de minimis* (of small things) ownership interests);
- (ii) a creditor, supplier, employee, manager, or contractor for or of the Issuer;
- (iii) a creditor, supplier, employee, director, family member, manager, or contractor for, or of any Associate of, the Issuer (except, in the case of any director who is an independent director of another special purpose entity, the Issuer; and
- (iv) a person who controls (whether directly, indirectly, or otherwise) any part of the Issuer, its Associate or a Subscriber, or any creditor, supplier, employee, director, family member, manager, or contractor for any of the Issuer, its Associates or a Subscriber, or any creditor, supplier, employee, director, family member, manager, or contractor for any of the Issuer, its Associates or a Subscriber.

The Issuer further undertakes that the independent director shall form a part of the quorum for a board meeting in relation to the proposed initiation of voluntary administration or winding-up proceedings in respect of the Issuer.

(o) **(Tax Funding)** Each of the Servicer and the Issuer shall pay all amounts required to be paid by it in accordance with the agreement entitled "Cendant Australia Group Tax Funding Agreement" dated 8 June 2005 between Avis Management Pty Ltd and each entity named in schedule 1 to it (including WTH) together with the deed entitled "Adherence Deed – Tax Funding Agreement" dated 28 June 2007 between Avis Management Pty Ltd, the Issuer and each entity named in schedule 1 to it (including WTH) (the **Tax Agreements**). Each of the Servicer and the Issuer will not without the prior written consent of the Security Trustee and the Voting Chargee enter into or amend the Tax Agreements where the entry into the amendment or the amendment would have a Material Adverse Effect.

(p) **(SPE)** Without limiting any other provision of the Transaction Documents, the Issuer shall not:

- (i) grant any consent or waiver of or agree to amend the VFCs or other Transaction Documents other than in accordance with the Security Trust Deed;
- (ii) release any party to a Transaction Document from its duties or obligations under any Transaction Document;
- (iii) engage in any business other than as contemplated by the Transaction Documents;
- (iv) amend its constitution;
- (v) have any subsidiaries;
- (vi) have any employees;
- (vii) enter into any lease in respect of, or own, premises;

- (viii) issue any securities (other than the VFCs) or redeem any of its securities (other than as expressly permitted by the terms of the Transaction Documents);
 - (ix) incur any Finance Debt other than in accordance with the Transaction Documents;
 - (x) enter into any reorganisation, amalgamation, merger, consolidation or anything analogous thereto;
 - (xi) take any action that would impair the rank, validity or effectiveness of the Security Trust Deed or the Charge, except as permitted thereby; or
 - (xii) sell, assign, exchange, convey, transfer or otherwise dispose of, or grant any Security Interest over, all or a substantial part of its properties or assets (in one or a series of transactions), other than as contemplated in the Transaction Documents.
- (q) **(non petition by the Servicer)** Until the Outstanding Principal Amount of the VFCs is reduced to zero, the Servicer must not apply for the winding-up, dissolution or administration of the Issuer.
- (r) **(amortisation due to Amortisation Event)**
- (i) Subject to sub-paragraph (ii) below, if an Amortisation Event occurs and is subsisting, the Issuer shall repay the VFCs in accordance with clause 7.7 such that:
 - (A) within three months after the date on which that Amortisation Event occurred the Outstanding Principal Amount of the VFCs is not more than 70% of the Outstanding Principal Amount of the VFCs as at the date on which that Amortisation Event occurred;
 - (B) within six months after the date on which that Amortisation Event occurred the Outstanding Principal Amount of the VFCs is not more than 25% of the Outstanding Principal Amount of the VFCs as at the date on which that Amortisation Event occurred; and
 - (C) within twelve months after the date on which that Amortisation Event occurred the Outstanding Principal Amount of the VFCs is reduced to zero.
 - (ii) If an Amortisation Event occurs and is subsisting (the **First Amortisation Event**) and subsequently another Amortisation Event occurs (whether the same or a different Amortisation Event) (the **Subsequent Amortisation Event**), sub-paragraph (i) above will only apply in relation to the First Amortisation Event and all references in sub-paragraph (i) above to an Amortisation Event will be a reference to such First Amortisation Event.
- (s) **(age of Eligible Vehicles)** Until the Outstanding Principal Amount of the VFCs is reduced to zero, the Issuer will ensure that Eligible Vehicles which are more than 24 months old constitute no more than 30.0% of all Eligible Vehicles (by Book Value).
- (t) **(insurance)** It will maintain at all times, the following insurance policies, each of which must be current, issued by reputable insurers approved by each Subscriber and for an amount not less than the amount of the relevant insurance policy as at the date of this Agreement:

- (i) general insurance relating to its business and assets;
- (ii) directors and officers insurance; and
- (iii) professional indemnity insurance.

6.2 Further Undertakings by the Issuer

The Issuer further undertakes as follows.

- (a) **(information)** It will provide to the Subscribers promptly, from time to time, any other information, documents, records or reports received by it under the Lease or the Servicing Agreement which would have a Material Adverse Effect.
- (b) **(approvals)** It shall not, without the prior written approval of the Voting Chargee waive any material breach by the Lessee or the Servicer of any of their obligations under a Transaction Document. It shall provide notification of any waivers to the Rating Agency.
- (c) **(disposal of Vehicles)** It will not at any time during the period from the date of this agreement to (and including) the Scheduled Commitment Termination Date:
 - (i) own any Vehicle (which is not a Commercial Vehicle) that has an age of more than 4 years after the date of its manufacture; or
 - (ii) own any Vehicle (which is a Commercial Vehicle) that has an age of more than 5 years after the date of its manufacture.
- (d) **(rating)** If there is a downgrade or withdrawal of the Designated Rating assigned by the Rating Agency in respect of the obligations of the Issuer under the VFCs, the Issuer must use its reasonable endeavours to take such action or implement such structural or other solutions as are necessary to overcome the effect of that downgrade or withdrawal (so that the Designated Rating assigned by the Rating Agency will be maintained) within 30 days after the date on which the Rating Agency downgraded or withdrew the Designated Rating.

6.3 Register

- (a) The Servicer must send a copy of the Register to the Security Trustee each month on the Payment Date.
- (b) The Security Trustee shall hold each copy of the Register it receives under clause 6.3(a) and provide a copy to each VFC Holder on request.

7. Cashflow Allocation Methodology

7.1 General

Prior to the occurrence of an Issuer Event of Default, the Collections and any other amounts standing to the credit of the Collection Account and amounts otherwise available to the Issuer will be allocated by the Issuer and paid in accordance with the clauses below. Following an Issuer Event of Default, the priority of payments will be governed by the Security Trust Deed.

7.2 Collection Period and Determination Date Calculations

- (a) The Servicer will collect all Collections on behalf of the Issuer during each Collection Period and will arrange for the Collections to be deposited in the Collection Account not later than 11:00am on the date on which the Issuer is required to make payments from those Collections. On each Determination Date, based on information available to it to do so the Servicer will calculate or otherwise ascertain:
- (i) the Available Income;
 - (ii) any LC Draw;
 - (iii) the Collections;
 - (iv) the Expenses of the Issuer;
 - (v) the Principal Collections;
 - (vi) the Total Available Funds; and
 - (vii) all other calculations necessary to make allocations and distributions under this clause 7.
- (b) To the extent that it is reasonably practicable for it to do so, the Servicer will give such assistance to the Subscribers (including by the supply of data and other information readily available to it) as will enable the Subscribers to confirm each of the calculations referred to in this clause 7.

7.3 Available Income

- (a) On each Determination Date, the Available Income shall be calculated by the Servicer (without double counting) as follows:
- (i) the Rent received in the immediately preceding Rent Period; plus
 - (ii) any payments due to be received by the Issuer under the Hedge Agreement on the next Payment Date; plus
 - (iii) any interest income received by or on behalf of the Issuer during that Collection Period in respect of moneys credited to the Collection Account in relation to the Issuer; plus
 - (iv) all other amounts received by or on behalf of the Issuer in the nature of income.
- (b) If on any Determination Date there is not sufficient Available Income to make the payments under clause 7.6(a)-(e) (inclusive) the Servicer shall direct the Security Trustee to make a drawing under the Letter of Credit and/or a withdrawal from a Letter of Credit Account for a Dollar Equivalent amount equal to that shortfall, and the Security Trustee shall comply with that direction.
- (c) If the Letter of Credit (as contemplated in paragraphs (a) or (c) of the definition of "Letter of Credit") is due to expire and is not being extended or replaced by another such Letter of Credit, the Issuer must on or before that expiry either:
- (i) direct the Security Trustee to make a drawing under the Letter of Credit contemplated in paragraphs (a) or (c) of the definition of "Letter of Credit" for a Dollar Equivalent amount equal to the Required Cash Reserve less any amount at that time standing to the credit of each Letter of Credit Account (the "**LC Deposit Amount**"), in which case the Security Trustee shall comply with that direction and deposit the LC Deposit Amount into the Letter of Credit Account; or

(ii) deposit into a Letter of Credit Account a Dollar Equivalent amount equal to the LC Deposit Amount.

Thereafter a reference in this Agreement to drawing under the Letter of Credit contemplated in paragraphs (a) or (c) shall be taken to be a reference to drawing on a Letter of Credit Account.

(d) If the Letter of Credit expires the Servicer shall direct the Security Trustee to notify the Rating Agency and the Security Trustee shall do so.

7.4 Letter of Credit

- (a) The Servicer must, at all times, ensure that the Letter of Credit is available for a Dollar Equivalent amount which is not less than the Required Cash Reserve.
- (b) When the VFCs have been cancelled in accordance with this Agreement the Security Trustee will promptly return the Letter of Credit to the Issuer.
- (c) If at any time the Servicer maintains all or any part of the Letter of Credit in the form of cash in a Foreign Currency on deposit in a Letter of Credit Account, the Servicer must at all times during the maintenance of that Letter of Credit Account ensure that an amount equal to the LC Buffer Amount is also deposited into that Letter of Credit Account. The LC Buffer Amount shall not be taken into consideration or taken to form any part of the Letter of Credit for the purposes of determining whether the requirement in clause 7.4(a) is satisfied, but the LC Buffer Amount shall form part of the Letter of Credit and be available for withdrawal under clause 7.3(b) to meet any shortfall referred to in clause 7.3(b).

7.5 Calculation and application of Total Available Funds

On each Determination Date, the Total Available Funds are calculated as the aggregate of:

- (a) any Available Income calculated in accordance with clause 7.3 on that Determination Date; and
- (b) any LC Draw made in accordance with clause 7.3(b) on the Determination Date,

less:

- (c) while an Amortisation Event or Issuer Event of Default is subsisting, any Principal Collections within paragraph (b) of the definition of "Principal Collections".

The Total Available Funds in respect of a Determination Date must be applied on the next Payment Date to meet the payments in accordance with clause 7.6.

7.6 Required Payments (Interest waterfall)

The Issuer must pay the following items in the following order of priority in respect of the immediately preceding Interest Period out of the Total Available Funds on each Payment Date:

- (a) first, to pay all fees, costs, charges and expenses due and payable to the Security Trustee pursuant to the Transaction Documents;

(b) second, to pay (pari passu and rateably):

(i) any fees due to the Subscribers (pari passu and rateably) under clause 3.3; and

(ii) if the Servicer is not an Associate of the Issuer, the Servicing Fee;

(c) third, to the VFC Holders (pari passu and rateably) to pay interest due and payable on the VFCs for the Interest Period ending immediately prior to that Payment Date;

(d) fourth, to pay to the Subscribers (pari passu and rateably) any Required Principal Repayment;

(e) fifth, to pay (pari passu and rateably) any other amounts due to the Subscribers;

(f) sixth, if the Servicer is an Associate of the Issuer, the Servicing Fee;

(g) seventh, costs and expenses of the Issuer; and

(h) eighth, as the Issuer determines in its discretion, including towards repayment of the VFCs (pari passu and rateably) until the Outstanding Principal Amount of the VFCs is reduced to zero.

The Issuer will only make a payment under any of paragraphs (a) to (g) inclusive to the extent that any amount of Total Available Funds remains (**Remaining TAF Amount**) from which to make the payment and then only after amounts with priority to that Remaining TAF Amount have been paid and distributed in full.

7.7 Principal Payments while Amortisation Event subsisting

On each Payment Date while an Amortisation Event is subsisting, the Issuer must distribute out of Principal Collections, in relation to the Rent Period ending immediately before that Payment Date, the following amounts in the following order of priority:

(a) first, towards any principal amounts outstanding in respect of the VFCs until the VFCs (pari passu and rateably) have been repaid in full;

(b) second, towards any other amount payable by the Issuer under the Transaction Documents; and

(c) third, as to any surplus (if any), as the Issuer determines in its discretion.

The Issuer will only make a payment under any of paragraphs (b) and (c) above to the extent that any amount of Principal Collections remains (**Remaining PC Amount**) from which to make the payment and then only after amounts with priority to that Remaining PC Amount have been paid and distributed in full.

7.8 Rounding of amounts

In making the calculations required or contemplated by this clause 7, calculations will be rounded to two decimal places, except that all monetary amounts shall be rounded down to the nearest cent or as otherwise required in this Agreement.

8. Remedies

8.1 Termination

- (a) **(termination of Commitment)** Upon the occurrence of an Issuer Event of Default and while subsisting, a Subscriber may by notice to the Issuer in writing (copied to the Rating Agency) specifying the Issuer Event of Default, declare the Commitment Termination Date to have occurred in respect of that Subscriber and terminate the Commitment in respect of that Subscriber.
- (b) **(additional remedies)** Upon any termination of the Commitment under this clause 8.1, the relevant Subscriber shall, in addition to all other rights and remedies under any Transaction Document or otherwise, have all other rights and remedies provided under applicable laws, which rights shall be cumulative. Without limitation, the occurrence of an Issuer Event of Default shall not deny to that Subscriber any remedy in addition to termination of the Commitment to which that Subscriber may be otherwise appropriately entitled, whether at law or in equity.

8.2 Other consequences

Each Subscriber will be taken not to be aware of an Issuer Event of Default unless:

- (a) it receives notice in writing from another party stating that an Issuer Event of Default has occurred and describing it; or
- (b) its officers who have responsibility for the administration of the transaction become actually aware of it.

8.3 Stay of Amortisation Events where Parent Guarantee operating

For the purposes of the definition of Amortisation Event and this agreement, provided that Avis Budget Car Rental, LLC has given prior written notice to the Subscribers that it is performing:

- (a) in the case of the Issuer only, the AB Funding Obligations;
- (b) in the case of the WTH only, the WTH Obligations; or
- (c) in the case of both the Issuer and WTH, the Obligations,

then, and then only to the extent of the performance by Avis Budget Car Rental, LLC of the AB Funding Obligations, the WTH Obligations or the Obligations (as the case may be), no event which would otherwise constitute an Amortisation Event in respect of WTH or the Issuer or both (as the case may be) will constitute an Amortisation Event for so long as Avis Budget Car Rental, LLC is performing the AB Funding Obligations, the WTH Obligations or the Obligations (as the case may be) under the Parent Guarantee.

8.4 Parent Default

For the purposes of paragraph (c) of the definition of Parent Default, each VFC Subscriber agrees that if it (in its capacity as a Beneficiary (as defined in the Parent Guarantee)) gives written notice to Avis Budget Car Rental, LLC pursuant to paragraph (c)(ii) of the definition of Parent Default (**Parent Default Notice**), that VFC Subscriber must give a copy of that Parent Default Notice to each other VFC Subscriber (in its capacity as Beneficiary (as defined in the Parent Guarantee)) as soon as practicable after it has given the Parent Default Notice to Avis Budget Car Rental, LLC.

9. Assignment and Substitution

9.1 Assignment

The Issuer may not assign its rights under this Agreement without the prior written consent of the Voting Chargee. WTH will notify the Rating Agency of any such assignment within 2 Business Days of the relevant assignment.

9.2 Substitution

The rights and obligations of a Subscriber under this Agreement are capable of substitution in whole or in part, subject to the following:

- (a) where the substitution is to a Related Body Corporate of the Subscriber:
 - (i) the consent of the Issuer is not required; and
 - (ii) reasonable notice of the substitution must be provided to the Servicer; and
- (b) where the substitution is not to a Related Body Corporate of the Subscriber, the consent of the Issuer is required.

10. Interest on overdue amounts

10.1 Accrual

Interest accrues on each unpaid amount which is due and payable by the Issuer under or in respect of this Agreement (including interest payable under this clause):

- (a) on a daily basis up to the date of actual payment from (and including) the due date or, in the case of an amount payable by way of reimbursement or indemnity, the date of disbursement or loss, if earlier;
- (b) both before and after judgment (as a separate and independent obligation); and
- (c) at the rate payable on the VFC.

10.2 Payment

The Issuer may pay interest as it accrues, and must pay accrued and unpaid interest on the Payment Date next following its accrual.

11. Miscellaneous

11.1 Notices

A notice or other communication to the Issuer, a VFC Holder, the Security Trustee or a Subscriber in connection with this Agreement:

- (a) must be in writing addressed as follows:

(i) if to the Issuer, to:

Address: Level 2
15 Bourke Road
Mascot NSW 2020

Facsimile: +61 2 9353 9017
Attention: George Proos, Vice President and Managing Director

with a copy to:

Address: World Headquarters
6 Sylvan Way
Parsippany
NJ 07054
United States of America

Facsimile: +1 973-496-3560
Attention: Treasury Department, U.S.A

and with a copy to:

Address: Private Bag 92809
Penrose
Auckland 6
New Zealand

Facsimile: +64 9 526 2828
Attention: Treasury Department, New Zealand

(ii) if to a VFC Holder, to the address (and details, if any) determined in accordance with the Terms and Conditions;

(iii) if to the Security Trustee, to:

Address: Level 2, 35 Clarence Street, Sydney, New South Wales, 2000

Facsimile: +61 2 9551 5009

Attention: The Head of Relationship Management; and

(iv) if to the Initial Subscriber, to:

Address: Level 2, 275 Kent Street, Sydney, New South Wales, 2000

Facsimile: +61 2 8254 6941

Attention: Director/Associate Director, Structured and Asset Finance (2M15)

(v) if to the First Subsequent Subscriber, to:

Address: Level 23, 201 Sussex Street, Sydney, New South Wales, 2000

Facsimile: +61 2 9118 1005

Attention: Head of Operations, Corporate Finance Securitisation; and

(vi) if to the Second Subsequent Subscriber, to:

Address: Level 63, MLC Centre, 19-29 Martin Place, Sydney, New South Wales, 2000

Facsimile: +61 2 9221 5781

Attention: Operations – Phil Katipunan/Jay Wong;

with a copy to:

Company: Merrill Lynch International Australia

Address: Level 38, Governor Phillip Tower, 1 Farrer Place, Sydney, New South Wales, 2000

Facsimile: +61 2 9221 5781

Attention: Matthew Cooke and John Debevec;

- (b) is taken to be given or made, as the case may be, on the date it is received (which, in the case of a facsimile is deemed to be the time indicated in a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this Clause 11) except that if it is received after 4.00pm in the place of receipt or on a day which is not a Business Day in that place it is taken to be received on the next succeeding Business Day in that place.

11.2 Severability clause

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

11.3 Amendments

- (a) This Agreement and the rights and obligations of the parties under this Agreement may only be changed by an instrument in writing signed by each party to this Agreement and in accordance with the Security Trust Deed.
- (b) Notwithstanding any other provision in a Transaction Document, an amendment to any Transaction Document will have no force or effect without the prior written consent of the Voting Chargee.

11.4 Survival of representations and indemnities

- (a) All representations and warranties in this Agreement survive the execution and delivery of this Agreement.

(b) Unless otherwise stated each indemnity reimbursement or similar obligation in this Agreement:

- (i) is a continuing obligation;
- (ii) is a separate and independent obligation;
- (iii) is payable on demand; and
- (iv) survives termination or discharge of this Agreement.

11.5 Costs and expenses

(a) **(costs and expenses)** On demand the Servicer and the Issuer shall jointly and severally reimburse each Subscriber for its reasonable expenses in relation to:

- (i) the preparation, execution and completion of any Transaction Document or any subsequent consent, approval, waiver or amendment; and
- (ii) any actual or contemplated enforcement of any Transaction Document or the actual or contemplated exercise or preservation of any rights (other than any right of assignment by a Subscriber), powers or remedies under any Transaction Document; and
- (iii) any inquiry by a Government Agency concerning the Issuer or the Servicer or a transaction or activity the subject of any Transaction Document.

The reimbursement in paragraphs (i), (ii) and (iii) shall include expenses reasonably incurred by each Subscriber in retaining consultants to evaluate matters of material bona fide concern to each Subscriber, including in each case legal costs reasonably incurred.

(b) **(stamp duty)**

- (i) In addition, the Issuer shall, subject to this clause 12.6(b), pay all stamp, transaction, registration and similar Taxes (including fines and penalties) which may be payable or determined to be payable in relation to the execution, delivery, performance or enforcement of any Transaction Document or any payment or receipt or any other transaction contemplated by any Transaction Document.
- (ii) Those Taxes include Taxes payable by return and Taxes passed on to each Subscriber by a bank or financial institution.
- (iii) On demand the Issuer shall indemnify each Subscriber against any liability resulting from delay or omission to pay those Taxes except to the extent the liability results from failure by each Subscriber to pay any Tax after having been put in funds to do so by the Issuer.
- (iv) The Issuer is not obliged to pay any stamp, transaction, registration or similar Taxes (including fines and penalties) which may be payable or determined to be payable in relation to any assignment by a Subscriber.

11.6 Waivers; remedies cumulative

(a) No failure on the part of a Subscriber to exercise and no delay in exercising any right, power or remedy under this Agreement operates as a waiver. Nor does any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

- (b) The rights, powers and remedies provided to each Subscriber in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

11.7 GST and Taxes

- (a) All payments to be made by the Issuer or the Servicer to or for the account of a Subscriber under or in connection with a Transaction Document have been calculated without regard to GST.
- (i) If all or part of any such payment is the consideration for a taxable supply for GST purposes then, when the Issuer or Servicer makes the payment:
- (A) it must pay to the Subscribers, as the case may require, an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST (currently 10%); and
- (B) each Subscriber, as the case may require, will promptly provide to the Issuer a tax invoice complying with the relevant GST legislation.
- (ii) Where under a Transaction Document the Issuer or the Servicer is required to reimburse or indemnify a Subscriber for an amount, the Issuer or the Servicer, as applicable, will pay the relevant amount (including any sum in respect of GST) less any GST input tax credit each Subscriber, as the case may require, determines that it is entitled to claim in respect of that amount.
- (b) If the Issuer or the Servicer is obliged to make a deduction in respect of Tax from a payment under a Transaction Document to or for the account of a Subscriber, or under a VFC:
- (i) it shall promptly pay the amount deducted to the appropriate Government Agency;
- (ii) within 30 days of the end of the month in which the deduction is made, it shall give that Subscriber, as the case may require, the original receipt or other documents acceptable to that Subscriber evidencing the payment; and
- (iii) unless the Tax is an Excluded Tax, on the due date it shall pay each Subscriber, as the case may require, an additional amount so that each Subscriber, as the case may require, receives a net amount (after the allowance for any further deduction and any Tax on the additional amount) equal to the amount it would have received if no deduction had been made.

Each of the Issuer and the Servicer waives any statutory or other right to recover from a Subscriber any amount paid under this clause.

12. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

13. Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales. Each party to this Agreement submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

Eligibility Criteria and Pool Parameters

The Eligibility Criteria and Pool Parameters will include but not be limited to the following:

1. All Vehicles must be manufactured by a manufacturer which is acceptable to the Subscribers. At the date of this Agreement the acceptable manufacturers are as set out in Annexure B.
2. All Vehicles must have been acquired by the Issuer in accordance with the usual business operations, practices and procedures of the Lessee and the Lessor as applicable and must have been serviced by the Lessee in accordance with the usual operations, practices and procedures of the Lessee;
3. Each Vehicle must be free of any security interest, dispute, rights of set-off or counterclaim at the time it is acquired by the Issuer;
4. Each Vehicle must be the subject of insurance policies as are required for the purposes of their use under the terms of the Lease in all relevant jurisdictions;
5. Each Vehicle must have been fully paid for and is not subject to any equitable rights of the seller of the Vehicle;
6. The Vehicle must not have been lost or stolen, or damaged to the point where it would be written off under the usual business operations, practices and procedures of the Lessor;
7. Each Vehicle must be specifically identifiable and able to be segregated for purposes of enforcement;
8. Each Vehicle must have been paid for under any credit terms provided to the Issuer by the seller of the Vehicle and the Issuer must have absolute clear title to the Vehicle;
9. Second-hand Vehicles must constitute no more than 10.0% of all Vehicles by Book Value;
10. Second-hand Commercial Vehicles must constitute no more than 10.0% of all Commercial Vehicles by Book Value;
11. The aggregate value of all Vehicles classified as Commercial Vehicles must not exceed 15.0% of the aggregate Book Value of all Vehicles;
12. No Vehicle is a "luxury car" within the meaning given to that term in Division 42A of Schedule 2E to the Income Tax Assessment Act 1936 (Cth); and
13. If the Vehicle is classified as being:
 - (i) other than a Commercial Vehicle, it must be no more than 48 months old; and
 - (ii) a Commercial Vehicle, it must be no more than 60 months old.

Schedule 2

The methodology for determining Haircut Value of the Vehicles at any time is as follows:

Haircut Value	means at any time the aggregate Book Value of all Eligible Vehicles less the Moody's Required Enhancement Level.
Book Value	means, in relation to a Vehicle at any time, the value which WTH has recorded for the relevant Vehicle at that time.
Sale Proceeds	means the net proceeds from the sale of any Eligible Vehicle achieved by the Lessee in accordance with the Lease.
Sale Result Percentage	means as at any Determination Date, the aggregate Sale Proceeds from all sales of Eligible Vehicles in the month preceding that Determination Date, as a percentage of the aggregate Book Value of those Eligible Vehicles as at the relevant dates on which they were sold.
Sale Test Percentage	means the percentage determined as at each Determination Date and calculated as follows $STP = 100\% - SRP$ Where <i>STP</i> =Sale Test Percentage <i>SRP</i> =the simple arithmetic average of the Sale Result Percentage as at the previous three Determination Dates including the then current Determination Date, provided that the Sale Test Percentage cannot be less than zero.
Market Value	means the aggregate value of all Eligible Vehicles as determined under the Market Value Testing Process as set out in Schedule 3 at the most recent date that such value was determined, or such other mechanism as agreed between WTH and the VFC Subscribers.
Market Value Percentage	means at any Determination Date the percentage calculated as the aggregate Market Value of all Eligible Vehicles as at that Determination Date divided by the Book Value of those Eligible Vehicles as at that Determination Date.
Market Value Test Percentage	means the percentage determined as at each Determination Date and calculated as follows: $MVTP = 100\% - MVP$ Where: <i>MVTP</i> =Market Value Test Percentage <i>MVP</i> =the Market Value Percentage as at that Determination Date, provided that the Market Value Percentage cannot be less than zero.

**Moody's Required
Enhancement Level**
Moody's Enhancement Rate

means, at any time, the aggregate Book Value multiplied by the Moody's Enhancement Rate.

means, at any time:

- (a) 26.2%; plus
- (b) the greater of:
 - (i) the Sale Test Percentage; and
 - (ii) the Market Value Test Percentage.

Market Value Testing Process

The Market Value Testing Process set out below must be conducted on each Determination Date in November, February, May and August of each year unless otherwise agreed by the VFC Subscribers.

1. All Eligible Vehicles will be grouped by New Vehicle Identification Code (**NVI Code**) (as defined under the Glass's Information Services systems (the "**Glass's Systems**")).
2. The Servicer will then determine the average age and average kilometres for each NVI Code as well as the number of Eligible Vehicles in that group. The average age and kilometres will be weighted according to the Book Value of all Eligible Vehicles sharing the relevant NVI Code.
3. The Servicer will then determine, for each NVI Code, the value of a Vehicle with the same average age and kilometres as determined under step (2) using the Glass's System (the "**Glass's Average Value**").
4. To the extent that there is no Glass's Average Value for any NVI code for any reason, and where the NVI Code has not been listed on the Glass's systems for more than six months, the current Book Value of each Eligible Vehicle at the relevant date will be used (the "**Lessee Proxy Value**").
5. The Servicer will then determine an aggregate value for all Eligible Vehicles with that NVI Code (the "**Aggregate NVIC Code Market Value**") by multiplying the Glass's Average Value (or the Lessee Proxy Value where relevant) by the number of Eligible Vehicles with that same NVI Code.
6. The sum total of all Aggregate NVI Code Market Values as calculated by the Servicer will represent the Market Value.

Schedule 4

Subscription Notice

To: [enter name of Subscriber]
[enter address details of Subscriber]
[enter fax details of Subscriber]
[enter email address details of Subscriber]
("Subscriber")

From: AB Funding Pty Ltd
("Issuer")

And: W T H Pty Ltd
("Servicer")

We refer to the VFC Subscription Agreement between, among others, AB Funding Pty Ltd, W T H Pty Ltd, Westpac Banking Corporation, Commonwealth Bank of Australia and Bank of America, N.A. (Australia Branch) dated 24 August 2007 (as amended) ("Subscription Agreement").

- 1. The Issuer hereby requests the Subscriber to [subscribe for a VFC]/[increase the Outstanding Principal Amount of the VFCs held by it] under the Subscription Agreement.
2. The Issuer provides the following details in connection with the request in paragraph 1:
(a) The Subscription Date is [•].
(b) The Subscription Amount1 is AUD[•].
(c) The Interest Payment Date is [•].
(d) The Subscription Amount is to be credited to the Issuer's bank account having BSB 032-297 and Account Number 121124.

Dated: [insert date]

Signed for and on behalf of

AB Funding Pty Ltd by

.....

Authorised Officer

Name:

- 1 Note clause 2.2(c) of the Subscription Agreement which provides that:
(a) where the Subscription Amount is less than or equal to \$50,000,000 the Subscription Notice is to be delivered by 4pm and at least 2 Business Days before the Subscription Date; and
(b) where the Subscription Amount is greater than \$50,000,000 the Subscription Notice is to be delivered by 4pm and at least 3 Business Days before the Subscription Date.

Signed for and on behalf of

W T H Pty Ltd by

.....

Authorised Officer

Name:

EXECUTED as an agreement.

Each attorney executing this Agreement states that he or she has no notice of revocation or suspension of his or her power of attorney.

Executed by AB Funding Pty Ltd by its attorney

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

Executed by W T H Pty Ltd by its attorney

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

Executed by BNY Trust (Australia) Registry Limited by its attorney

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

Executed by Westpac Banking Corporation by its attorney

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

Annexure A

(Clause 4.1(a))

Verification Certificate

To: **[insert name of Subscriber]**

VFC Subscription Agreement

I [*] am a [director] of [AB Funding Pty Ltd / W T H Pty Ltd] (the **Company**) of Level 2, 15 Bourke Road, Mascot, 2020.

I refer to the VFC Subscription Agreement (the **Agreement**) dated 24 August 2007 (as amended) between the Company, [AB Funding Pty Ltd / W T H Pty Ltd], Westpac Banking Corporation, Commonwealth Bank of Australia, Bank of America, N.A. (Australia Branch) and BNY Trust (Australia) Registry Limited.

Definitions in the Agreement apply in this Certificate except where the context otherwise requires.

I CERTIFY as follows.

1. Attached to this Certificate are complete and up to date copies of:
 - (a) the constitution of the Company (marked **A**); and
 - (b) a power of attorney granted by the Company for the execution of each Transaction Document to which it is expressed to be a party (marked **B**). That power of attorney has not been revoked or suspended by the Company and remains in full force and effect.
2. The following are signatures of the Authorised Officers of the Company.

Authorised Officers

Name	Position	Signature
*	*	_____
*	*	_____
*	*	_____

Signed:

Director

Print name

Annexure B

Acceptable manufacturers

BMW

Chrysler

Ford

Fuso

General Motors

GM Daewoo

Hino

Holden

Honda

Hyundai

Isuzu

Iveco

Kia

Lexus

Mazda

Mercedes

Mitsubishi

Nissan

Renault

Saab

Subaru

Toyota

Amended and Restated Security Trust Deed

**SCHEDULE 2 – UMBRELLA AMENDING AND ACCESSION DEED NO. 2
AMENDED AND RESTATED SECURITY TRUST DEED**

Security Trust Deed

AB Funding Pty Ltd

BNY Trust (Australia) Registry Limited

AVIS Securitisation

Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000
Australia
Tel 61 2 9230 4000
Fax 61 2 9230 5333
www.aar.com.au

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22 August 2007 (as amended and restated with effect from the Effective Date as defined in the Umbrella Amending and Termination Deed and as further amended and restated with effect from the Effective Date as defined in the Umbrella Amending and Accession Deed and as further amended and restated with effect from the Effective Date as defined in the Umbrella Amending and Accession Deed No. 2)

Date

Parties

1. **AB Funding Pty Ltd** (ACN 125 104 654) registered in New South Wales of Level 2, 15 Bourke Road, Mascot, New South Wales 2020 (the *Chargor*); and
2. **BNY Trust (Australia) Registry Limited** (ACN 000 334 636) of Level 2, 35 Clarence Street, Sydney, New South Wales 2000 (in this capacity, the *Security Trustee*).

Recitals

- A The Chargor gives a charge in favour of the Security Trustee (in its own capacity and as trustee for the Chargees (including the Security Trustee)) on the terms of this Deed.
- B The Security Trustee enters into this Deed for itself and as trustee for each other Chargee.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Administrative Services Agreement means the agreement dated 1 January 2009 between AVIS Rent A Car System, LLC, and WTH.

Adverse Rating Effect means the downgrade, qualification or withdrawal of the Designated Rating of any VFC.

Associate in relation to an entity means:

- (a) a Related Body Corporate of that entity;
- (b) an entity, or the trustee or manager of a trust, which has a Controlling Interest in that entity or a Related Body Corporate of that entity;
- (c) a Related Body Corporate of an entity included in paragraph (a), (b) or (e);
- (d) a director of that entity or of an entity included in paragraph (a), (b) or (c) or of the manager or of the trustee of any trust included in paragraph (a), (b) or (c) or a spouse, child, parent or sibling of that director;

- (e) a corporation, or the trustee or manager of a trust, in which one or more entity or person mentioned in paragraph (a), (b), (c), (d) or (f) alone or together has a Controlling Interest; or
- (f) the trustee of a discretionary trust of which an entity or person included in paragraph (a), (b), (c), (d) or (e) is a beneficiary (whether or not through one or more other discretionary trusts).

For the purposes of this definition:

- (i) where a person is a beneficiary of a discretionary trust, that person shall be taken to own, and control, all the assets of that trust;
- (ii) **director** has the meaning given in the Corporations Act 2001; and
- (iii) a person has a **Controlling Interest** in a corporation or trust if:
 - (A) the corporation or its directors, or the trustee or manager of the trust or its directors, are accustomed, or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of that person or of that person in concert with others; or
 - (B) the person has a relevant interest (as defined in the Corporations Act 2001) in more than 10% of the issued or voting shares, units or other interests in the corporation or trust (in number, voting power or value), or would have that relevant interest if any rights were exercised to subscribe for, or acquire or convert into, shares, units or other interests which are issued or unissued. The definition of relevant interest applies as if units or other interests were shares.

Attorney means any attorney appointed under this Deed or any Collateral Security.

Authorisation includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Authorised Officer means:

- (a) in relation to the Chargor, Lessee or Servicer each director and secretary of that person each attorney of that person and each additional person from time to time appointed by that person to act as its Authorised Officer for the purposes of the Transactions Documents; and
- (b) in the case of the Security Trustee or any other Chargee, a director, secretary or any other person appointed for the purposes of the transaction, including any person holding the title Authorised Officer, Senior Vice President, Assistant Vice President, Assistant Treasurer or Associate.

BANA means Bank of America, N.A. (Australia Branch) (ABN 51 064 874 531).

BANA Fee Letter means:

- (a) the deed (dated on or about the date of the Umbrella Amending and Accession Deed No. 2) between, among others, WTH and BANA in connection with, among other things, certain fee arrangements between WTH and BANA; and
- (b) each other agreement or deed between, among others, WTH and BANA regarding fee arrangements and any related matters.

BBR has the meaning given in the Pricing Supplement.

BRAC means Budget Rent A Car Australia Pty Ltd (ABN 89 007 348 021).

BRAC Charge means the deed of charge (dated on or about the date of the Umbrella Amending and Accession Deed No. 2) given by BRAC in favour of, among others, the Security Trustee.

Business Day means any day, other than a Saturday, Sunday or public holiday in New South Wales or New Jersey, on which banks are open for business in Sydney and Parsippany, New Jersey .

CBA means Commonwealth Bank of Australia (ABN 48 123 123 124).

CBA Fee Letter means:

- (a) the deed dated 8 April 2011 between WTH and CBA in connection with, among other things, certain fee arrangements between WTH and CBA; and
- (b) each other agreement or deed between, among others, WTH and CBA regarding fee arrangements and any related matters.

Charge means the charge created by this Deed.

Charge Release Date means, subject to clause 27.3, the date the Security Trustee releases the Charged Property from the Charge and this Deed under clause 27.1.

Charged Property means the property and rights charged by this Deed or any Collateral Security.

Chargee means:

- (a) the Security Trustee in relation to its rights (held in its own right or for the benefit of other Chargees) under the Transaction Documents;
- (b) each VFC Holder in relation to its rights under a VFC held by it or any other Transaction Document;
- (c) any Interest Rate Cap Provider under a Hedge Agreement in relation to its rights under that Hedge Agreement or any other Transaction Document;
- (d) each Subscriber in relation to its rights under the Transaction Documents; and
- (e) any other person that the Chargor and the Chargees agree in writing is a Chargee.

Collateral Security means any Security Interest, Guarantee or other document or agreement at any time created or entered into in favour of the Security Trustee as security for any Secured Moneys.

Collection Account means a segregated interest bearing account in the name of the Chargor identified as the Collection Account and held with Westpac.

Designated Rating means a rating of not less than “Aa2 (sf)” by the Rating Agency.

Expense means any cost or expense properly incurred by the Chargor under or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents.

Extraordinary Resolution means in relation to the Voting Chargee:

- (a) a resolution passed at a meeting of the Voting Chargee duly convened and held in accordance with the provisions contained in this Deed by a majority consisting of not less than three quarters of the votes capable of being cast at that meeting by the Voting Chargee present in person or by proxy; or
- (b) a resolution in writing pursuant to clause 37.15 signed by all the Voting Chargees.

Fee Letter means each of:

- (a) the CBA Fee Letter;
- (b) the Westpac Fee Letter;
- (c) the BANA Fee Letter; and
- (c) any other letter agreement or deed entered into between, among others, WTH, the Issuer and any other Subscriber in connection with, among other things, certain fee arrangements between WTH, the Issuer and that Subscriber.

Financial Reports has the meaning given in the Corporations Act 2001.

Government Agency means:

- (a) any body politic or government in any jurisdiction, whether federal, state, territorial or local;
- (b) any minister, department, office, commission, instrumentality, agency, board, authority or organisation of any government or in which any government is interested; and
- (c) any corporation owned or controlled by any government.

Guarantee means any guarantee, indemnity, letter of credit, legally binding letter of comfort or suretyship, or any other obligation or irrevocable offer (whatever called and of whatever nature):

- (a) to pay or to purchase;
- (b) to provide funds (whether by the advance of money, the purchase of or subscription for shares or other securities, the purchase of assets, rights or services, or otherwise) for the payment or discharge of;
- (c) to indemnify against the consequences of default in the payment of; or
- (d) to be responsible otherwise for,

an obligation or indebtedness of another person, a dividend, distribution, capital or premium on shares, stock or other interests, or the insolvency or financial condition of another person.

Hedge Agreement means:

- (a) the interest rate cap between, among others, the Chargor and The Royal Bank of Scotland plc dated on or about the Effective Date (as defined in the Umbrella Amending and Accession Deed No. 2); or

- (b) any other interest rate cap (whether in the form of an ISDA Master Agreement (with or without a Schedule) or a Confirmation which supplements, forms part of, and is subject to an ISDA Master Agreement (with or without a Schedule)) to which the Chargor is a party (whether or not such interest rate cap is in substitution (in whole or in part) for an existing Hedge Agreement) provided that the Chargor or the Servicer has issued a Rating Affirmation Notice in relation to the entry into that interest rate cap by the Chargor.

Interest Rate Cap Collateral means, on any day in respect of a Hedge Agreement, the amount of cash (if any) paid or delivered, or such other collateral posted or delivered, to the Chargor by an Interest Rate Cap Provider as collateral in accordance with the terms of a Hedge Agreement to satisfy the Interest Rate Cap Provider's obligations under the relevant Hedge Agreement in accordance with its terms.

Interest Rate Cap Provider means any person who provides an interest rate cap to the Chargor under a Hedge Agreement.

Insolvency Event means, in relation any person (each a **relevant corporation**), the happening of any of the following events:

- (a) **(winding up or ceases to carry on business)** except for the purpose of a solvent reconstruction or amalgamation:
- (i) an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps (other than frivolous or vexatious applications, proceedings, notices and steps) are taken for:
 - (A) the winding up, dissolution or administration of the relevant corporation; or
 - (B) the relevant corporation entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them,and is not dismissed, ceased or withdrawn within 10 Business Days; or
 - (ii) the relevant corporation ceases, suspends or threatens to cease or suspend the conduct of all or substantially all of its business or disposes of or threatens to dispose of substantially all of its assets;
- (b) **(unable to pay debts)** the relevant corporation is, or under applicable legislation is taken to be, unable to pay its debts (other than as the result of a failure to pay a debt or claim the subject of a good faith dispute) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) **(receivership)** a receiver, receiver and manager or administrator is appointed (by the relevant corporation or by any other person) to all or substantially all of the assets and undertaking of the relevant corporation or any part thereof; or
- (d) **(analogous events)** anything analogous to an event referred to in paragraphs (a) to (c) (inclusive) or having substantially similar effect occurs with respect to the relevant corporation.

Issuer Event of Default means any of the events specified in clause 7.1.

Lease means the lease dated 24 August 2007 between the Chargor (as lessor) and the Lessee (as lessee) in relation to Vehicles owned by the Chargor.

Lessee means WTH.

Liquidation includes receivership, compromise, arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, bankruptcy or death.

Material Adverse Effect means an event which will materially and adversely affect the amount of any payment to be made to a Chargee, or will materially and adversely affect the timing of such payment.

Moody's means Moody's Investors Service Pty Limited.

Parent Guarantee means the deed poll dated on or about 20 September 2011 given by Avis Budget Car Rental, LLC in favour of each person identified in it as a "**Beneficiary**".

Payment Date has the meaning given in the VFC Deed Poll.

Power means a power, right, authority, discretion or remedy which is conferred on the Security Trustee, a Chargee or a Receiver or Attorney:

- (a) by this Deed or any Collateral Security; or
- (b) by law in relation to this Deed or any Collateral Security.

PPS Law has the meaning given in clause 1.7(c).

Pricing Supplement means each pricing supplement issued under the VFC Deed Poll in relation to the VFCs as identified in the Register (as defined in the Terms and Conditions).

Rating Agency means Moody's.

Rating Affirmation Notice means, in relation to an event or circumstance, a notice in writing from the Chargor or the Servicer (and copied to the Rating Agency) confirming that it has notified the Rating Agency of the particular event or circumstance and that the Chargor or the Servicer (as the case may be) is satisfied, following discussions with the Rating Agency, that the event or circumstance will not result in an Adverse Rating Effect.

Receiver means a receiver or receiver and manager appointed under this Deed or any Collateral Security.

Related Body Corporate has the meaning given in the Corporations Act 2001.

Representative means:

- (a) in the case of a Voting Chargee, a person who is appointed as a proxy for that Voting Chargee pursuant to clause 37.9; and
- (b) without limiting the generality of paragraph (a), in the case of a Voting Chargee which is a body corporate, a person who is appointed pursuant to clause 37.10 by that Voting Chargee.

Secured Moneys means all money which the Chargor (whether alone or with another person) is or at any time may become actually or contingently liable to pay to or for the account of any Chargee (whether alone or with another person) for any reason whatever under or in connection with a Transaction Document. Additionally:

- (a) it includes money by way of principal, interest, fees, costs, indemnities, Guarantee, charges, duties or expenses, or payment of liquidated or unliquidated damages under or in connection with a Transaction Document, or as a result of any breach of or default under or in connection with, a Transaction Document; and
- (b) where the Chargor would have been liable but for its Liquidation, it will be taken still to be liable.

Security Interest includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind. It includes:

- (a) anything which gives a creditor priority to other creditors with respect to any asset;
- (b) retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security but it excludes a charge or lien arising in favour of a Government Agency by operation of statute unless there is a default in payment of moneys secured by that charge or lien; and
- (c) any security interest under a PPS Law.

Security Trust means the trust established under this Deed.

Security Trustee Fee Letter means a letter from the Security Trustee to the Chargor in relation to the fees of the Security Trustee dated on or about 24 August 2007.

Servicer means WTH.

Servicing Agreement means the agreement dated 24 August 2007 between, among others, the Servicer and the Chargor in relation to, among other things, the agency services provided by the Servicer to the Chargor to enable the Chargor to fulfil its obligations under the Transaction Documents.

Settlor means Mark Wormell.

Share Charge means the deed of charge dated 27 August 2007 given by the Lessee over its shares in the Chargor in favour of the Security Trustee.

Sub-Bailment Acknowledgement Deed means the deed dated 8 April 2011 between the Security Trustee, the Chargor, WTH and BRAC.

Subscriber has the meaning given in the VFC Subscription Agreement.

Tax includes all income tax, withholding tax, GST or value added tax, stamp, financial institutions, registration and other duties, bank accounts debits tax and other taxes, levies, imposts, deductions and charges whatsoever (including, in respect of any duty imposed on receipts or liabilities of financial institutions, any amounts paid in respect of them to another financial institution) together with interest on them and penalties with respect to them (if any) and charges, fees or other amounts made on or in respect of them.

Tax Agreements has the meaning given in the VFC Subscription Agreement.

Terms and Conditions means the terms and conditions of the VFC as provided for in the VFC Deed Poll.

Transaction Document means:

- (a) this Deed;
- (b) each Collateral Security;
- (c) the Lease;
- (d) any Hedge Agreement;
- (e) the VFC Deed Poll;
- (f) the Terms and Conditions and each Pricing Supplement;
- (g) each VFC;
- (h) the VFC Subscription Agreement;
- (i) the Servicing Agreement;
- (j) the Security Trustee Fee Letter;
- (k) any Letter of Credit;
- (l) the Share Charge;
- (m) the WTH Charge;
- (n) the BRAC Charge;
- (o) the Umbrella Amending and Termination Deed;
- (p) the Umbrella Amending and Accession Deed;
- (q) the Umbrella Amending and Accession Deed No. 2;
- (r) a power of attorney from the Lessee and BRAC to the Security Trustee in relation to the registration, repossession and sale of Vehicles;
- (s) the Tax Agreements;
- (t) the Administrative Services Agreement;
- (u) each Fee Letter;
- (v) the Sub-Bailment Acknowledgement Deed;
- (w) the Parent Guarantee; and
- (x) any other document defined or specified as a Transaction Document in any of the above documents.

Umbrella Amending and Termination Deed means the deed dated 21 September 2010 between, among others, the Chargor, the Lessee, the Security Trustee and Westpac.

Umbrella Amending and Accession Deed means the deed dated 8 April 2011 between, among others, the Chargor, the Lessee, the Security Trustee, Westpac and CBA.

Umbrella Amending and Accession Deed No. 2 means the deed dated on or about 20 September 2011 between, among others, the Chargor, the Servicer, the Security Trustee, Westpac, CBA and BANA.

Vehicle has the meaning given in the VFC Subscription Agreement.

Vesting Date means the day preceding the earliest of:

- (a) the 80th anniversary of the date of this Deed; and
- (b) the day after the Charge Release Date.

VFC means a variable funding certificate issued under the VFC Deed Poll.

VFC Deed Poll means a deed poll entered into by the Chargor on 24 August 2007 under which it may issue VFCs that are expressed to be secured by this Deed.

VFC Holder means a person who holds a VFC under the VFC Deed Poll and registered as the holder in the VFC Register.

VFC Register has the meaning given in the VFC Deed Poll.

VFC Subscription Agreement means an agreement dated 24 August 2007 between, among others, the Chargor, the Lessee, Westpac, CBA and BANA relating to the subscription for VFCs.

Voting Chargee means:

- (a)
 - (i) for the purposes of clause 7.1(a)(ii) and the determination of any grace or other period referred to in clause 7.1(a)(ii) to which the Voting Chargee may agree; and
 - (ii) until all Secured Moneys are fully and finally paid or repaid to the VFC Holders,
the VFC Holders; and
- (b) subject to paragraph (a), at any other time, each other Chargee.

Westpac means Westpac Banking Corporation (ABN 33 007 457 141).

Westpac Fee Letter means:

- (a) the letter agreement dated 20 September 2010 between, among others, WTH and Westpac in connection with, among other things, certain fee arrangements between WTH and Westpac; and
- (b) each other agreement or deed between, among others, WTH and Westpac regarding fee arrangements and any related matters.

WTH means W T H Pty Ltd (ABN 15 000 165 855).

WTH Charge means the deed of charge dated on or about 17 September 2010 given by WTH in favour of the Security Trustee.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The **singular** includes the plural and conversely.
- (b) A **gender** includes all genders.
- (c) Where a **word or phrase** is defined, its other grammatical forms have a corresponding meaning.

- (d) A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.
- (e) A reference to a **clause or schedule** is to a clause of or schedule to this Deed.
- (f) A reference to any **party** to this Deed or any other agreement or document includes the party's successors and permitted assigns.
- (g) A reference to any **agreement or document** is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed.
- (h) A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (i) A reference to **dollars or \$** is to Australian currency.
- (j) Where the day on or by which any sum is payable under this Deed or any act, matter or thing is to be done is a day other than a Business Day such sum shall be paid and such act, matter or thing shall be done on the next succeeding Business Day except to the extent otherwise provided in the Lease.
- (k) A word or phrase defined in the Corporations Act 2001 has the same meaning in this Deed, unless separately defined in this Deed.
- (l) A reference to a **month** is to a calendar month.
- (m) A reference to **include, includes, included or including** shall be without limitation to the matter referred to.
- (n) Except as otherwise provided, a reference to any time is a reference to Sydney time.
- (o) A reference to **writing** includes a facsimile transmission, any means of reproducing words in a tangible and permanently visible form and electronic mail sent in accordance with the relevant Transaction Documents.

1.3 Determination, statement and certificate sufficient evidence

Except where otherwise provided in this Deed any determination, statement or certificate by the Security Trustee or an Authorised Officer of the Security Trustee provided for in this Deed is sufficient evidence of each thing determined, stated or certified in the absence of manifest error or proof to the contrary.

1.4 Document or agreement

A reference to:

- (a) an **agreement** includes a Security Interest, Guarantee, undertaking, deed, agreement or legally enforceable arrangement whether or not in writing; and
- (b) a **document** includes an agreement (as so defined) in writing or a certificate, notice, instrument or document.

1.5 Rights and obligations of Chargees

- (a) Each Chargee is entitled to the benefit of the obligations (including warranties) of each of the Security Trustee, the Chargor and any other person under this Deed and any Collateral Security.
- (b) No Chargee is entitled, without the written consent of the Security Trustee, to enforce this Deed or any Collateral Security other than through the Security Trustee.
- (c) Each Chargee is bound by this Deed and each Collateral Security.
- (d) No Chargee is responsible for the obligations of the Security Trustee or any other Chargee.
- (e) The provisions of this Deed are binding on the Security Trustee, the Chargor and the Chargees and all persons claiming through them, respectively.

1.6 Knowledge of Security Trustee

For the purposes of this Deed, the Security Trustee will only be considered to have knowledge, notice of or to be aware of any thing if the Security Trustee has knowledge, notice or awareness of that thing by virtue of the actual knowledge, notice or awareness of the officers or employees of the Security Trustee who have day to day responsibility for the administration of the Security Trust.

1.7 PPS Act

- (a) If:
 - (i) a PPS Law applies, or will at a future date apply to any of the Transaction Documents or any of the transactions contemplated by them, or the Security Trustee (acting on the instructions of the Voting Chargee) determines that a PPS Law applies, or will at a future date apply, to any of the Transaction Documents or any of the transactions contemplated by them; and
 - (ii) in the opinion of the Security Trustee, the PPS Law:
 - (A) adversely affects or would adversely affect the Security Trustee's security position or the rights or obligations of the Security Trustee under or in connection with the Transaction Documents; or
 - (B) enables or would enable the Security Trustee's security position to be improved without adversely affecting the Chargor in a material respect,

the Security Trustee (acting on the instructions of the Voting Chargee) may give notice to the Chargor requiring the Chargor to do anything (including amending any Transaction Document or executing any new Transaction Document) that in the Security Trustee's opinion is necessary to ensure that, to the maximum possible extent, the Security Trustee's security position, and rights and obligations, are not adversely affected as contemplated by clause 1.7(a)(ii)(A) (or that any such adverse effect is overcome), or that the Security Trustee's security position is improved as contemplated in clause 1.7(a)(ii)(B). The Chargor must comply with the requirements of that notice within the time stipulated in the notice.

- (b) The Chargor agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Security Trustee (acting on the instructions of the Voting Chargee) asks and considers necessary for the purposes of:

- (i) ensuring that any Security Interest created under the Charge or a Transaction Document (or transaction in connection with it) is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or
 - (ii) enabling the Security Trustee to apply for any registration, give any notification, or take any other step, in connection with the Security Interest so that the Security Interest has the highest ranking priority.
- (c) In this clause 1.7, PPS Law means:
- (i) the Personal Property Securities Act 2009 (Cth) (PPS Act);
 - (ii) any regulations made at any time under the PPS Act;
 - (iii) any provision of the PPS Act or regulations referred to in clause 1.7(c)(i);
 - (iv) any amendment to any of the above, made at any time; or
 - (v) any amendment made at any time to any other legislation as a consequence of a PPS Law referred to in clauses 1.7(c)(i) to 1.7(c)(iv).

2. Appointment of Security Trustee

2.1 [CLAUSE 2.1 IS NOT REPRODUCED, AMENDED OR RESTATED]

2.2 Resolution of conflicts

- (a) The Security Trustee shall, as regards the exercise of all discretions vested in it by this Deed and all other Transaction Documents, except where expressly provided otherwise, have regard to the interest and rights of the Chargees (taken as a whole).
- (b) Subject to the provisions of this Deed, if there is at any time, with respect to enforcement, a conflict between a duty owed by the Security Trustee to any Chargee or class of Chargees, and a duty owed by it to another Chargee or class of Chargees, the Security Trustee must give priority to the interests and rights of the Voting Chargee.
- (c) Subject to the provisions of this Deed (other than paragraph (b) above), the Security Trustee must give priority to the interests and rights only of the Voting Chargee if in the Security Trustee's opinion there is a conflict between the interests and rights of the Voting Chargee and the interests of any other Chargees.
- (d) Provided that the Security Trustee acts in good faith, it shall not incur any liability to any Chargee for giving effect to paragraphs (b) or (c) above.

2.3 Duration of Security Trust

The Security Trust established under this Deed commences on the date of this Deed and ends on the Vesting Date unless determined earlier.

3. Charge

3.1 Charge

- (a) Subject to paragraphs (b), (c), (d) and (e) below, the Chargor charges to the Security Trustee, for the Security Trustee and as trustee for the Chargees, all of its present and future assets and undertaking.
- (b) The Charge does not charge any assets or undertaking of the Chargor as at the date of this Deed which at the date of this Deed are regarded under the stamp duty laws of any State or Territory of Australia as being situated in any State or Territory of Australia, other than the Northern Territory, the Australian Capital Territory or Victoria.
- (c) The Charge does not charge any land in New South Wales, Queensland, Tasmania or Western Australia until the day after the first anniversary of the date of this Deed (land has the same meaning as in the applicable duty laws of New South Wales, Queensland, Tasmania or Western Australia).
- (d) The Charge does not charge any assets or undertaking of the Chargor which are regarded under the stamp duty laws of New South Wales, Queensland or Western Australia as being situated in New South Wales, Queensland or Western Australia and which are identified (whether or not in this Deed) as at the date of this Deed.
- (e) The Charge does not charge any Interest Rate Cap Collateral (including, if applicable, any proceeds of any Interest Rate Cap Collateral) and will not be treated as Charged Property available for distribution in accordance with clause 15.1 or, subject to the applicable Hedge Agreement, treated as being in satisfaction of any of the Secured Moneys or available to meet or to be in satisfaction of any of the Chargor's obligations under the Transaction Documents. Any such Interest Rate Cap Collateral shall, in accordance with the applicable Hedge Agreement (subject, if applicable, to the operation of any netting provisions in the applicable Hedge Agreement), be returned to the relevant Interest Rate Cap Provider except to the extent that the relevant Hedge Agreement requires it to be treated as being in satisfaction of any obligations owed to the Chargor under or in connection with the applicable Hedge Agreement.

3.2 Security

- (a) The Charge created by this Deed secures the due and punctual payment of the Secured Moneys.
- (b) This Deed is given in consideration of the Security Trustee and the Chargees entering into the Transaction Documents, agreeing to enter into them and for other valuable consideration received.

3.3 Prospective liability

- (a) For the purpose of the Corporations Act 2001 the maximum prospective liability (as defined in the Corporations Act 2001) secured by this Deed at any time is A\$1,000,000,000.
- (b) The nature of that prospective liability is advances, interest, fees, costs, indemnities and other amounts included in the definition of **Secured Moneys**.

3.4 Limit

Despite any other provision of this Deed, the total amount recoverable under this Deed is limited to A\$1,000,000,000.

3.5 Limited Recourse

- (a) Notwithstanding anything to the contrary in the Transaction Documents, the right of any party to those documents other than the Chargor (each, a **Party**) to recover amounts owing under the Transaction Documents from the Chargor is limited to taking action against the assets and property of the Chargor under or in connection with the Transaction Documents and each Party must not otherwise:
 - (i) bring proceedings against the Chargor; or
 - (ii) apply for the winding-up, dissolution or administration of the Chargor.
- (b) Notwithstanding anything in this clause 3.5, the Chargor remains liable to pay all amounts which may from time to time be payable by it in accordance with the Transaction Documents.
- (c) Nothing in this clause 3.5:
 - (i) prevents any person from bringing proceedings against the Chargor to prevent any amount owed by the Chargor from becoming statute-barred, or solely to enable a person to protect, exercise or enforce any of its rights under a Collateral Security;
 - (ii) affects the right of any person to recover amounts in respect of the breach of a warranty or representation relating to:
 - (A) the existence, enforceability or priority of a Transaction Document or a Security Interest which a Transaction Document purports to create; or
 - (B) the title to any asset which is subject to the Charge (including the ownership of the relevant asset or the existence or non-existence of any Security Interest affecting the asset or its use); or
 - (iii) prevents any person from seeking or obtaining equitable relief (including an injunction or other order to restrain any breach of contract or a declaration) in connection with a Transaction Document or the Chargor, other than an order requiring payment of money by the Chargor otherwise than in accordance with this clause 3.5.

4. Nature of Charge

4.1 Priority

The Charge is a first ranking charge and takes priority over all Security Interests that have been granted over the Charged Property.

4.2 Nature of Charge

The Charge operates, subject to clause 4.4 as:

- (a) a fixed charge over the Transaction Documents and the Collection Account; and

(b) a floating charge only over all other Charged Property.

The Security Trustee appoints the Chargor as its agent to operate the Collection Account. That appointment can be revoked at any time by written notice from the Security Trustee (acting reasonably) to the Chargor. Notwithstanding any other provision of this Deed, the Security Trustee shall not be liable for any acts or omissions of the Chargor whilst the Chargor is acting in its capacity as agent of the Security Trustee.

4.3 Dealing with Charged Property

(a) Except with the prior written consent of the Security Trustee, or as expressly permitted in any Transaction Document, the Chargor shall not:

(i) create or allow to exist any Security Interest over any Charged Property; or

(ii) in any other way:

(A) dispose of;

(B) create or allow any interest in; or

(C) part with possession of,

any Charged Property.

(b) Where by law a Chargee may not restrict the creation of any Security Interest over an asset ranking after the Charge, paragraph (a) will not restrict that creation. However, the Chargor shall ensure that before that Security Interest is created the holder of that Security Interest (unless the Security Interest arises by operation of law) enters into a deed of priority in form and substance satisfactory to the Security Trustee (acting reasonably).

4.4 Crystallisation

The floating charge referred to in clause 4.2 will automatically and immediately crystallise and operate as a fixed charge:

(a) in respect of any asset:

(i) upon the occurrence of an Issuer Event of Default;

(ii) if the Chargor:

(A) creates or allows any Security Interest over;

(B) sells, leases or otherwise disposes of;

(C) creates or allows any interest in; or

(D) parts with possession of,

that asset in breach of a Transaction Document, or agrees or attempts to do so or takes any step towards doing so;

(iii) on the Commissioner of Taxation or his delegate or successor signing a notice under:

(A) s218 or s255 of the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth) (as applicable);

(B) s260-5 of the Taxation Administration Act 1953 (Cth); or

(C) any similar legislation,

which will affect that asset; or

(iv) on a Government Agency taking any step which may result in an amount of Tax or an amount owing to a Government Agency ranking ahead of the floating charge with respect to that asset; or

(b) in respect of all the Charged Property:

(i) if an Insolvency Event occurs in respect of the Chargor; or

(ii) on the security constituted by this Deed being enforced in any way.

Except where expressly stated, no notice or action by any Chargee is necessary for the charge to crystallise.

4.5 De-crystallisation

The Security Trustee must, at the direction of the Chargor and upon receipt of the written consents from the VFC Holders referred to below, at any time release any asset which has become subject to a fixed charge under clause 4.4 from the fixed charge by giving notice of any such release to the Chargor. The Chargor cannot give such direction, and the Security Trustee must not act on such direction, unless each of the VFC Holders has given its prior written consent. That asset will then again be subject to the floating charge and to the further operation of that clause. The Security Trustee must notify the Chargees of any such release.

5. Covenants and warranties

5.1 Covenants

- (a) The Chargor acknowledges its indebtedness to each Chargee in respect of the relevant Secured Moneys of each Chargee. The Chargor shall duly and punctually pay the Secured Moneys when due in accordance with the Transaction Documents, including when demand is made under clause 7.2.
- (b) The Chargor shall use its reasonable endeavours to ensure that no Issuer Event of Default occurs.
- (c) The Chargor will ensure that it complies with its obligations under the Transaction Documents.
- (d) The Chargor will give to the Security Trustee a copy of the VFC Register, and any information in the power or possession of the Chargor relating to the Chargor that the Security Trustee reasonably requests in connection with the exercise and performance of its powers and obligations under this Deed, including without limitation:
 - (i) the identity, and notice details of, each Chargee; and
 - (ii) the amount and details of any Secured Moneys owing to each Chargee.
- (e) The Chargor shall cause this Deed to be duly stamped and lodged for registration with the Australian Securities and Investments Commission within the period in which this Deed is required to be so stamped in each state and territory of Australia.

5.2 Negative covenants

The Chargor shall not do any of the following without the prior written consent of the Security Trustee and the Voting Chargee except as permitted by the Transaction Documents:

- (a) **(no release under Transaction Documents)** give any release or discharge (whether full, partial or conditional) to any person in respect of their obligations under any of the Transaction Documents;
- (b) **(bank accounts)** open any bank account not specified in the Transaction Documents;
- (c) **(Security Interest)** create or permit or suffer to exist any Security Interest over the Charged Property other than the Charge; and
- (d) **(other activities)** engage in any business or activity other than as specified in the Transaction Document or as contemplated by its constituent documents.

5.3 Representations and warranties

The Chargor makes the following representations and warranties:

- (a) **(Transaction Documents representations and warranties)** All representations and warranties of the Chargor in the Transaction Documents are true or, if not yet made, will be true when made.
- (b) **(good title)** The Chargor has not taken any action or failed to take any action, as a result of which it will fail (or has failed) to become or will cease (or has ceased) to be the sole legal and/or equitable owner of the Charged Property free of all Security Interests other than the Charge.
- (c) **(power to charge)** The Chargor has the power to enter into this Deed and to charge in the manner provided in this Deed the Charged Property.

5.4 Chargor's undertakings

The Chargor undertakes to the Security Trustee to give to the Security Trustee within 10 Business Days of a request a copy of each Transaction Document and details and information relating to:

- (a) the identity, and notice details of, each Chargee; and
- (b) the Secured Moneys owing to each Chargee.

5.5 Undertakings regarding VFC Deed Poll

- (a) The Chargor shall lodge an executed counterpart of the VFC Deed Poll and the Terms and Conditions with the Security Trustee for the benefit of the Voting Chargee.
- (b) Each VFC Holder is taken to have irrevocably appointed and authorised the Security Trustee to hold the VFC Deed Poll and the Terms and Conditions in New South Wales on behalf of that VFC Holder.
- (c) The Security Trustee has no duties or responsibilities under this clause except to make the VFC Deed Poll and the Terms and Conditions available to the Voting Chargee if at any time it needs to enforce its rights under it.
- (d) Where there is more than one Voting Chargee, the Security Trustee need only act under clause 5.5(c) on the written request from all Voting Chargees.

6. Further assurances

Whenever the Security Trustee reasonably requests the Chargor to do anything:

- (a) more satisfactorily mortgaging, assuring or securing the Charged Property to the Chargees or the Security Trustee in a manner not inconsistent with this Deed or any Transaction Document; or
- (b) aiding in the execution or exercise of any Power,

the Chargor shall do it promptly. It may include registering this Deed, executing or registering any other document or agreement, delivering Transaction Documents or evidence of title and executing and delivering blank transfers.

7. Events of Default

7.1 Events of Default

Each of the following is an Issuer Event of Default (whether or not it is within the control of the Chargor).

- (a) **(failure to pay)** The Chargor fails to pay:
 - (i) any interest in respect of any VFC within 2 Business Days of the relevant Payment Date on which that interest was due to be paid; or
 - (ii) any other Secured Moneys within 2 Business Days of the due date for payment (or within any other applicable grace period agreed with the Voting Chargee), except where the failure is due to administrative or technical problems beyond the control of the Chargor or such administrative or technical problems are rectified within 2 Business Days (or such other time as is agreed to by the Voting Chargee in writing).
- (b) **(breach of obligation)** The Chargor fails to perform or observe any other provisions (other than an obligation referred to in paragraph (a)) of this Deed or a Transaction Document and (if such failure is capable of remedy) that default is not remedied within 30 days after the earlier to occur of:
 - (i) the date on which the Chargor becomes actually aware of the relevant default having occurred; and
 - (ii) the date written notice is received by the Chargor from the Security Trustee requesting that the relevant default be remedied.
- (c) **(misrepresentation)** A representation or warranty by or on behalf of the Chargor in a Transaction Document is not true in a material respect or is misleading when made or repeated and (if capable of remedy) the relevant circumstances are not remedied within 30 days after the earlier to occur of:
 - (i) the date on which the Chargor becomes actually aware of the relevant circumstances having occurred; and
 - (ii) the date written notice is received by the Chargor from the Security Trustee requesting that the relevant circumstances be remedied.

- (d) **(Insolvency Event)** An Insolvency Event occurs in relation to the Chargor.
- (e) **(priority of Charge)** The Charge is not or ceases to be a first ranking charge over the Charged Property, or any other obligation of the Chargor (other than as mandatorily preferred by law) ranks ahead of or pari passu with any of the Secured Moneys.
- (f) **(enforcement of Security Interest)** Any Security Interest over any asset of the Chargor is enforced.
- (g) **(vitiation of Transaction Documents)**
 - (i) All or any part of any Transaction Document is terminated or is or becomes void, illegal, invalid, unenforceable or of limited force and effect; or
 - (ii) a party becomes entitled to terminate, rescind or avoid all or part of any Transaction Document (except where that party waives its right to terminate, rescind or avoid the relevant Transaction Documents).

7.2 Rights of the Security Trustee upon Issuer Event of Default

At any time after an Issuer Event of Default occurs, the Security Trustee may subject to clause 8.1:

- (a) declare the Charge immediately enforceable;
- (b) declare the Secured Moneys immediately due and payable;
- (c) give a notice crystallising the charge in relation to any or all of the Charged Property under clause 4.4;
- (d) appoint a Receiver over the Charged Property, or exercise the powers that a Receiver would otherwise have if appointed under this Deed; or
- (e) take any other action if so directed by an Extraordinary Resolution of the Voting Chargee.

The Security Trustee may exercise its rights under this clause notwithstanding any delay or previous waiver.

7.3 Notify Events of Default

The Chargor must promptly notify the Security Trustee if it becomes aware of the occurrence of an Issuer Event of Default, including full details (to the extent it is aware of them) of that Issuer Event of Default.

8. Enforcement

8.1 Power to enforce

At any time after the Charge becomes enforceable, the Security Trustee may, at its discretion and without further notice (subject to the terms of this Deed), take such action as it may think fit to enforce any provisions of this Deed but it may not take any action referred to in clauses 7.2(a) to (d) (inclusive) unless directed to do so by an Extraordinary Resolution of the Voting Chargee, or unless in the opinion of the Security Trustee it is necessary to do so to protect the interests of the Chargees (including the Security Trustee in its personal capacity).

8.2 No obligation to enforce

Subject to clause 8.3, pending the receipt of directions from the Voting Chargee as contemplated by clauses 8.3 and 8.4, the Security Trustee shall not be bound to take any action or give any consent or waiver or make any determination under this Deed (including, without limiting the generality of the foregoing, to appoint any Receiver, to declare the Charge enforceable or the Secured Moneys immediately due and payable pursuant to clause 7.2 or to take any other proceedings referred to in clause 8.1). Nothing in this clause shall affect the operation of clause 4.4 or the Charge becoming enforceable prior to the Security Trustee receiving directions from the Voting Chargee.

8.3 Obligation to convene meeting

- (a) The Security Trustee may enforce this Deed without an Extraordinary Resolution of the Voting Chargee if it believes (in its absolute discretion) that it is necessary to do so to protect the interests of the Chargees and provided that it has been indemnified to its satisfaction in accordance with this Deed.
- (b) Following the Security Trustee becoming actually aware of the occurrence of an Issuer Event of Default in accordance with clause 1.6 or 35.5, it shall promptly convene a meeting of the Voting Chargee in accordance with this Deed, at which it shall seek directions from the Voting Chargee by way of an Extraordinary Resolution regarding the action it should take as a result of that Issuer Event of Default including whether to do any of the things referred to in clauses 7.2(a) to (d) inclusive.

8.4 Security Trustee to act in accordance with directions

- (a) Subject to sub-clause (b) below, the Security Trustee shall take all action necessary to give effect to any Extraordinary Resolution of the Voting Chargee and shall comply with all directions contained in or given pursuant to any Extraordinary Resolution of the Voting Chargee.
- (b) The obligation of the Security Trustee pursuant to sub-clause (a) above or to take any other action under this Deed or another Transaction Document is subject to:
 - (i) this Deed; and
 - (ii) the Security Trustee being adequately indemnified from the property held on trust under clause 2.1(b) or the Security Trustee receiving from the Chargees, or any of them, an indemnity in a form reasonably satisfactory to the Security Trustee (which may be by way of an Extraordinary Resolution of the Voting Chargee) against all actions, proceedings, claims and demands to which it may render itself liable, and all costs, charges, damages and expenses which it may incur, in giving effect to an Extraordinary Resolution of the Voting Chargee.

The Security Trustee shall first claim on its indemnity from the property held on trust under clause 2.1(b) if there are liquid funds immediately available for it to do so before it claims on any indemnity from the Chargees including any indemnity provided under clause 8.5.

- (c) If the Security Trustee becomes bound to take steps and/or proceed under this Deed and it fails to do so within a reasonable time and such failure is continuing, the Voting Chargee may exercise such powers as they determine by Extraordinary Resolution and then only if and to the extent the Voting Chargee is able to do so under Australian law.

8.5 Security Trustee must receive indemnity

If:

- (a) the Security Trustee convenes a meeting of the Chargees, or is required by an Extraordinary Resolution of the Voting Chargee to take any action under this Deed, and advises the Voting Chargee that the Security Trustee will not act in relation to the enforcement of this Deed unless it is personally indemnified by the Chargees (or any of them) to its reasonable satisfaction against all actions, proceedings, claims and demands to which it may render itself liable, and all costs, charges, damages and expenses which it may incur, in relation to the enforcement of this Deed and put in funds to the extent to which it may become liable (including costs and expenses); and
- (b) those Chargees refuse to grant the requested indemnity, and put it in funds,

then the Security Trustee will not be obliged to act in relation to that enforcement. In those circumstances, the Voting Chargee may exercise such Powers as they determine by Extraordinary Resolution.

8.6 Limitation on rights of Chargees

Subject to this Deed (including, without limitation, clauses 8.4(b) and 8.5), the powers, rights and remedies conferred on the Security Trustee by this Deed are exercisable by the Security Trustee only, and no Chargee is entitled without the written consent of the Security Trustee to exercise the same or any of them. Without limiting the generality of the foregoing, subject to clause 8.5, no Chargee is entitled to enforce the Charge or the provisions of this Deed or to appoint or cause to be appointed a Receiver to any of the Charged Property or otherwise to exercise any power conferred by the terms of any applicable law on charges except as provided in this Deed.

8.7 Acts pursuant to resolutions

The Security Trustee shall not be responsible for having acted in good faith upon any resolution purporting to have been passed at any meeting of the Chargees in respect of which minutes have been made and signed, even though it may subsequently be found that there was some defect in the constitution of that meeting or the passing of that resolution or that for any reason that resolution was not valid or binding upon the Chargees.

8.8 Overriding provision

Notwithstanding any other provision of this Deed the Security Trustee will not be under any obligation to advance or use its own funds for the payment of any losses, costs, expenses or liabilities, except to the extent to which that loss, cost, expense or liability was caused by its own fraud, negligence or wilful misconduct.

9. Appointment of Receiver

9.1 Appointment

To the extent permitted by law and subject to clause 8, at any time after the Charge becomes enforceable under this Deed the Security Trustee or any Authorised Officer of the Security Trustee may:

- (a) appoint any person or any 2 or more persons jointly or severally or both to be a Receiver of all or any of the Charged Property;
- (b) remove any Receiver;
- (c) appoint another Receiver in addition to or in place of a Receiver; or
- (d) fix or vary the remuneration of a Receiver.

9.2 Agent of Chargor

- (a) Subject to clause 9.4, every Receiver is the agent of the Chargor. The Chargor alone is responsible for the Receiver's acts and defaults.
- (b) Each Chargee acknowledges that any Receiver will be the agent of the Chargor.

9.3 Receiver's powers

In addition to any powers granted by law, and except to the extent specifically excluded by the terms of his appointment and in accordance with the interests of the Chargees in accordance with this Deed, every Receiver has power to do anything in respect of the Charged Property that the Chargor could do. His powers include the following.

- (a) **(take possession and manage)** He may take possession of, get in and manage the Charged Property.
- (b) **(lease)** He may lease any of the Charged Property for any term (whether or not the Receiver has taken possession).
- (c) **(carry on business)** He may carry on or concur in carrying on any business.
- (d) **(acquire any asset)** He may acquire in any manner any asset (including to take it on lease). After that acquisition it will be included in the Charged Property.
- (e) **(maintain and improve the Charged Property)** He may do anything to maintain, protect or improve any of the Charged Property or to obtain income or returns from any of the Charged Property (including by development, sub-division, construction, alteration, or repair, of any property or by pulling down, dismantling or scrapping, any property).
- (f) **(raise money)** He may:
 - (i) borrow or raise any money from any Chargee or any other person approved by the Security Trustee;
 - (ii) give Guarantees; and
 - (iii) grant any Security Interest over any of the Charged Property to secure that money or Guarantee. That Security Interest may rank in priority to or equally with or after, the security created by this Deed. It may be given in the name of the Chargor or otherwise.

- (g) **(lend)** He may lend money or provide financial accommodation.
- (h) **(sell)**
- (i) He may sell any of the Charged Property (whether or not the Receiver has taken possession).
 - (ii) Without limitation, any sale may be made:
 - (A) by public auction, private treaty or tender;
 - (B) for cash or on credit;
 - (C) in one lot or in parcels;
 - (D) either with or without special conditions or stipulations as to title or time or mode of payment of purchase money or otherwise;
 - (E) with power to allow the whole or any part of the purchase money to be deferred (whether with or without any security); and
 - (F) whether or not in conjunction with the sale of any property by any person.
- (i) **(options)** He may grant or take put or call options.
- (j) **(sever fixtures)** He may sever fixtures.
- (k) **(employ)** He may employ or discharge any person as employee, contractor, agent, professional adviser, consultant or auctioneer for any purpose.
- (l) **(compromise)** He may make or accept any arrangement or compromise.
- (m) **(give receipts)** He may give receipts for money and other assets.
- (n) **(perform and enforce agreements)** He may:
- (i) perform or enforce;
 - (ii) exercise or refrain from exercising the Chargor's rights and powers under; or
 - (iii) obtain the benefit in other ways of,
- any documents or agreements or rights which form part of the Charged Property and any documents or agreements entered into in exercise of any Power.
- (o) **(vary and terminate agreements)** He may vary, rescind or terminate any document or agreement (including surrender or accept the surrender of leases).
- (p) **(Authorisations)** He may apply for, take up, transfer or surrender any Authorisation or any variation of any Authorisation.
- (q) **(take insolvency proceedings)** He may make, commence and pursue insolvency proceedings against any person and do any thing in relation to any actual or contemplated Liquidation (including attend and vote at meetings of creditors and appoint proxies).
- (r) **(take proceedings)** He may commence, defend, conduct, settle, discontinue or compromise proceedings in the name of the Chargor or otherwise.

- (s) **(execute documents)** He may enter into and execute documents or agreements on behalf of himself or the Chargor.
- (t) **(operate bank accounts)** He may operate any bank account comprising part of the Charged Property and open and operate any further bank account.
- (u) **(surrender Charged Property)** He may surrender, release or transfer any of the Charged Property.
- (v) **(exchange Charged Property)** He may exchange with any person any of the Charged Property for other property.
- (w) **(promote companies)** He may promote the formation of companies with a view to purchasing any of the Charged Property or assuming the obligations of the Chargor or otherwise.
- (x) **(delegate)** He may delegate to any person approved by the Security Trustee any of his Powers (including delegation).
- (y) **(exercise rights)** He may exercise all the rights of the Chargor under the Transaction Documents with respect to the assets of the Chargor.
- (z) **(vote)** He may exercise any voting or other rights or powers in respect of any of the Charged Property and do anything in relation to shares or marketable securities.
- (aa) **(other outgoings)** He may pay any outgoing or indebtedness of the Chargor or any other person.
- (bb) **(Security Interests)** He may redeem any Security Interest or acquire it and any debt secured by it.
- (cc) **(insure)** He may take out insurance.
- (dd) **(insurance claims)** He may make, enforce, compromise and settle all claims in respect of insurance.
- (ee) **(incidental power)** He may do anything incidental to the exercise of any other Power.

All of the above paragraphs are to be construed independently. None limits the generality of any other.

9.4 Receiver appointed after commencement of winding up

The power to appoint a Receiver may be exercised even though:

- (a) an order may have been made or a resolution may have been passed for the Liquidation of the Chargor; and
- (b) a receiver appointed in those circumstances may not, or may not in some respects specified by the Receiver, act as the agent of the Chargor.

9.5 Powers exercisable by the Security Trustee

Subject to clause 8.1, whether or not a Receiver has been appointed, the Security Trustee may exercise any Power of a Receiver at any time after the Charge becomes enforceable under this Deed in addition to any Power of the Chargees and without giving notice. It may exercise those Powers and its Powers without taking possession or being liable as a chargee in possession. Without limitation, it may exercise those Powers and its Powers directly or through one or more agents. In the latter event, anything done or incurred by such an agent will be taken to be done or incurred by the Security Trustee provided that the Security Trustee will have no liability in respect of the negligence or wilful misconduct of any agent appointed by the Security Trustee except in accordance with clause 43.5.

9.6 Withdrawal

The Security Trustee may at any time (provided it does not have a Material Adverse Effect) give up possession of any Charged Property and may at any time withdraw any receivership.

10. Remuneration of Security Trustee

10.1 Costs

The Chargor shall reimburse the Security Trustee for all costs and expenses of the Security Trustee properly incurred in acting as Security Trustee.

10.2 Fee

- (a) The Security Trustee shall be entitled to a fee from the Chargor from the proceeds of the Charged Property at the rate agreed in writing by the Security Trustee and the Chargor from time to time and in respect of which each other Chargee has given its prior written consent. This fee is payable in accordance with the VFC Deed Poll.
- (b) The Security Trustee's fee under sub-clause (a) shall be payable in arrear for the relevant period as agreed from time to time by the Chargor and the Security Trustee.
- (c) The Security Trustee shall be entitled to reimbursement from the Chargor on demand for:
 - (i) its reasonable costs, charges and expenses in connection with the negotiation, preparation, execution, stamping, registration and completion of this Deed and reviewing the Transaction Documents, the exercise or purported exercise of the powers and trusts of this Deed or any of the powers, authorities or discretions vested in it pursuant to this Deed and any consent, approval, waiver or variation in connection with this Deed;
 - (ii) all its reasonable costs, charges and expenses in connection with demanding or attempting to demand payment of any of the Secured Money;
 - (iii) its costs, charges and expenses incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Deed, the Charge or the preservation of the Charged Property (including expenses incurred in retaining independent consultants to evaluate any matter of concern);
 - (iv) where the Security Trustee is removed under clause 36.2(b),

its reasonable costs, charges and expenses incurred by it in the performance of its duties under this Deed upon the appointment of a replacement Security Trustee, including, without limitation, reasonable legal costs and expenses on a full indemnity basis or a solicitor and own client basis, whichever is the higher.

10.3 Additional fees

Prior to any Issuer Event of Default, if the Security Trustee is required at any time to undertake duties which are agreed either by the Chargor and the Security Trustee or by the Security Trustee and an ordinary resolution of Chargees, as the case may be, to be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed, the Security Trustee shall be entitled to such additional remuneration as may be agreed between the Chargor and the Security Trustee, in such amount as is reasonably satisfactory to the Security Trustee.

10.4 Goods and Services Tax

If GST is payable in respect of the supply (as defined in any law imposing a GST) by the Security Trustee under or in respect of this Deed or any other Transaction Document, then such GST will be paid out of the assets of the Chargor as an Expense in accordance with the VFC Deed Poll.

10.5 Cessation of Fee

The Security Trustee shall not be entitled to remuneration under clauses 10.1 or 10.2 in respect of any period after the Charge Release Date or after it has resigned or been removed as Security Trustee (other than in relation to any amounts accrued but unpaid to the Security Trustee under clauses 10.1 or 10.2 in respect of any period falling on or prior to the Charge Release Date or on or prior to the date of such resignation or removal).

11. Power of attorney

- (a) For valuable consideration and by way of security the Chargor irrevocably appoints each Receiver and Authorised Officer of the Security Trustee severally as its attorney to do anything, following the occurrence of an Issuer Event of Default, which:
- (i) the Chargor is obliged to do under or in relation to any Transaction Document; or
 - (ii) any Chargee or any Receiver is authorised or empowered to do under any Transaction Document or any law but only at the times that Chargee or a Receiver (if a Receiver had been appointed) would have been able to do it.
- (b) Without limitation, the Attorney may, following the occurrence of an Issuer Event of Default, at any time:
- (i) do anything which in the opinion of the Security Trustee or Attorney is necessary or expedient to secure, preserve, perfect, or give effect to the security contained in this Deed (including anything under clauses 12 or 13). For this purpose, without limitation, he may execute any legal mortgage, transfer, assignment and other assurance of any of the Charged Property in favour of any Chargee, any purchaser or any nominee; and
 - (ii) delegate his powers (including delegation).
- (c) No Attorney appointed under this Deed may act inconsistently with this Deed or any other Transaction Document.

12. Completion of blank securities

The Security Trustee, any Authorised Officer of the Security Trustee, any Receiver or any Attorney may complete any document which at any time is executed by or on behalf of the Chargor and deposited with the Security Trustee. It may complete it in favour of any Chargee, any purchaser or any nominee. It may not do so inconsistently with this Deed or any other Transaction Document.

13. Performance of Chargor's obligations

If at any time the Chargor fails duly to perform any obligation in any Transaction Document, the Security Trustee or any person it authorises may do anything which in its opinion is necessary or expedient to make good or to attempt to make good that failure to its satisfaction.

14. Statutory powers

14.1 Powers in augmentation

The powers conferred on a Chargee by law:

- (a) are in addition to the Powers conferred by this Deed;
- (b) (to the extent permitted by law and provided there is sufficient time to do so, with the prior written consent of the Voting Chargee) may be exercised by the Security Trustee immediately after the Charge becomes enforceable under this Deed and at any time subsequently; and
- (c) are excluded or varied only so far as they are inconsistent with the express terms of this Deed or any Collateral Security.

14.2 Notice not required

To the extent permitted by law:

- (a) the Chargor dispenses with any notice or lapse of time required by any law before enforcing this Deed or any Collateral Security or exercising any Power; and
- (b) subject to this Deed, no Chargee is required to give notice to any person before enforcement or exercise; and
- (c) any law requiring the giving of notice or the compliance with a procedure or the lapse of time before enforcement or exercise is excluded.

15. Application of moneys received

15.1 Priorities

At all times after the Charge has become enforceable, the proceeds from the enforcement of the Charge are to be applied (notwithstanding any order of payment in the VFC Deed Poll) in the following order of priority, subject to any other priority which may be required by statute or law:

- (a) first, to the extent required by law, to pay the holder of any prior ranking Security Interest over the assets of the Chargor of which the Security Trustee has notice, the amount properly secured by the Security Interest;
- (b) second, to pay (pari passu and rateably):
 - (i) all costs, charges, expenses and disbursements properly incurred in the exercise of any Power by the Security Trustee, a Receiver or an Attorney or other amounts (other than those referred to in paragraph (b)(ii)) payable to the Security Trustee under this Deed;
 - (ii) any fees and other expenses due to the Security Trustee;
 - (iii) to the extent that the Servicer is a party other than an Associate of the Chargor, any fees and other expenses due to the Servicer; and
 - (iv) the Receiver's remuneration;
- (c) third, to pay pari passu and rateably all Secured Moneys payable by the Chargor at any time to the VFC Holders;
- (d) fourth, pari passu to pay all other Chargees the Secured Moneys owing to them;
- (e) fifth, to pay the holder of any subsequent Security Interest over assets of the Chargor of which the Security Trustee has notice the amount properly secured by the Security Interest; and
- (f) sixth, to pay any surplus to the Chargor.

The surplus will not carry interest. If the Security Trustee pays the surplus to the credit of an account in the name of the Chargor with any bank carrying on business in Australia, the Security Trustee, Receiver, Chargee or Attorney (as the case may be) will be under no further liability in respect of it.

15.2 Moneys actually received

In applying any moneys towards satisfaction of the Secured Moneys, the Chargor will be credited only with the money available for that purpose which is actually received by the relevant Chargee. The credit will date from the time of receipt.

15.3 Amounts contingently due

If any of the Secured Moneys is contingently owing to any Chargee at the time of a distribution of an amount under clause 15.1, the Security Trustee may retain any of that amount. If it does, it shall place the amount retained on short term interest bearing deposit until the relevant Secured Moneys become actually due or cease to be contingently owing, or it becomes reasonably apparent that the relevant contingency will not occur and the Security Trustee shall then:

- (a) pay to that Chargee the amount which becomes actually due to it; and
- (b) apply the balance of the amount retained (together with interest earned on the deposit) in accordance with clause 15.1.

15.4 Notice of subsequent Security Interests

- (a) If any Chargee receives actual or constructive notice of a subsequent Security Interest affecting any of the Charged Property it may open a separate account in the name of the Chargor in the books of that Chargee.
- (b) If that Chargee does not open a new account it will be treated as if it had done so at the time it received actual or constructive notice of the Security Interest.
- (c) From the time the new account is opened or is taken to be opened:
 - (i) all advances and accommodation made available by that Chargee to the Chargor;
 - (ii) all payments and repayments made by the Chargor to that Chargee; and
 - (iii) moneys to be applied towards the Secured Moneys under clause 15.1,

will be or will be taken to be debited or credited, as appropriate, to the new account. Payments, repayments and other moneys will only be applied in reduction of other Secured Moneys owing to that Chargee to the extent that there is no debit balance in that account.

15.5 Satisfaction of debts

Without limiting clause 29, each Chargee shall accept the distribution of moneys under this clause in full and final satisfaction of all Secured Moneys owing to it, and any debt represented by any shortfall that exists after any final distribution under this clause is extinguished.

16. Other Security Interests over Charged Property

- (a) Any Chargee and any Receiver or Attorney may rely on the certificate of a holder of another Security Interest affecting or purporting to affect the Charged Property as to the amount and property secured by the Security Interest.
- (b) The Security Trustee or any Receiver may at any time pay or agree to pay the amount certified by the holder of a Security Interest or purported Security Interest to be necessary to discharge it or some indebtedness secured by it, or to acquire it. From the date of payment that amount will be part of the Secured Moneys and the Chargor shall indemnify the Security Trustee and the Receiver against that amount. This applies whether or not that Security Interest or purported Security Interest was valid or prior, equal or subsequent ranking, or the property or moneys stated in the certificate were secured by it.

17. Protection of Chargees, Receiver and Attorney

To the extent permitted by law, neither any Chargee, nor any Receiver, nor any Attorney will be liable:

- (a) in respect of any conduct, delay, negligence or breach of duty in the exercise or non-exercise of any Power; or
- (b) for any loss (including consequential loss) which results,

except where it arises from fraud, negligence or wilful misconduct on the part of the relevant Chargee, Receiver or Attorney.

18. Protection of third parties

18.1 No enquiry

No party to any Dealing (as defined below) and no person asked to register a Dealing:

- (a) is bound to enquire:
 - (i) whether an Issuer Event of Default has occurred or whether this Deed has become enforceable;
 - (ii) whether a person who is, or purports or is purported to be, a Receiver or Attorney is duly appointed;
 - (iii) as to the amount of Secured Moneys or whether Secured Moneys are due and payable; or
 - (iv) in any other way as to the propriety or regularity of the Dealing; or
- (b) is affected by express notice that the Dealing is unnecessary or improper.

For the protection of any party to a Dealing or a person registering a Dealing, the Dealing will be taken to be authorised by this Deed and will be valid accordingly, even if there is any irregularity or impropriety in the Dealing.

In this clause 18.1, a **Dealing** is:

- (a) any payment or any delivery or handing over of an asset to; or
- (b) any acquisition, incurring of finance debt, receipt, sale, lease, disposal or other dealing, by, any Chargee or any Receiver or Attorney, or any person who purports or is purported to be a Receiver or Attorney.

18.2 Receipt

The receipt of any Authorised Officer of any Chargee or any Receiver or Attorney (or person who purports, or is purported, to be a Receiver or Attorney) for any moneys or assets payable to, or receivable or received by it, exonerates the person paying those moneys or handing over that asset from being concerned as to their application, or from being liable or accountable for their loss or misapplication.

19. Expenses, indemnity

19.1 Expenses

In accordance with the VFC Deed Poll and this Deed, the Chargor shall reimburse each Chargee, Receiver and Attorney for its reasonable expenses in relation to:

- (a) any consent, agreement, approval, waiver or amendment under or in relation to the Transaction Documents; and
- (b) (i) any actual or contemplated enforcement of the Transaction Documents or the actual or contemplated exercise, preservation or consideration of any Powers under the Transaction Documents or in relation to the Charged Property; and

- (ii) any enquiry by a Government Agency concerning the Chargor or the Charged Property or a transaction or activity the subject of the Transaction Documents, or in connection with which, financial accommodation or funds raised under a Transaction Document are used or provided.

This includes reasonable legal costs and expenses (including in-house lawyers charged at their usual rates) on a full indemnity basis, expenses incurred in reimbursing or indemnifying any Receiver or Attorney or in retaining consultants to evaluate matters of material bona fide concern to that Chargee and administrative costs including time of its executives (whose time and costs are to be charged at reasonable rates). This does not limit the generality of clause 19.2.

19.2 Indemnity

Subject to clause 15.1, on demand the Chargor shall indemnify each Chargee and each Receiver and Attorney against any loss, cost, charge, liability or expense that Chargee (or any officer or employee of that Chargee) or any Receiver or Attorney may sustain or incur as a direct or indirect consequence of:

- (a) the occurrence of any Issuer Event of Default; or
- (b) any exercise or attempted exercise of any Power or any failure to exercise any Power in each case except to the extent that the relevant loss, cost, charge, liability or expense was caused or contributed to by any fraud, negligence, or wilful misconduct on the part of the relevant Chargee.

20. Stamp duties

- (a) The Chargor shall pay (and reimburse each Chargee for) all stamp, transaction, registration and similar Taxes (including fines and penalties) in relation to the execution, delivery, performance or enforcement of any Transaction Document or any payment or receipt or any other transaction contemplated by any Transaction Document.
- (b) Those Taxes include debits tax or other Taxes payable by return and Taxes passed on to any Chargee (other than the VFC Holders) by any bank or financial institution other than interest withholding tax.
- (c) The Chargor shall indemnify each Chargee against any liability resulting from delay or omission to pay those Taxes except to the extent the liability results from failure by the Chargee to pay any Tax after having been put in funds to do so by the Chargor.

21. Interest on overdue amounts

21.1 Accrual

Interest accrues on each unpaid amount which is due and payable by the Chargor under or in respect of this Deed or any other Transaction Document (including interest payable under this clause):

- (a) on a daily basis up to the date of actual payment from (and including) the due date or, in the case of an amount payable by way of reimbursement or indemnity, the date of disbursement or loss, if earlier;

(b) both before and after judgment (as a separate and independent obligation); and

(c) at the rate provided in clause 21.3,

except where the Transaction Document provides otherwise.

21.2 Payment

The Chargor shall pay interest accrued under this clause 21 on demand by the Security Trustee and on each Payment Date. That interest is payable in the currency of the unpaid amount on which it accrues.

21.3 Rate

The rate applicable under this clause 21 is the sum of 2% per annum plus the higher of the following, each as determined by the Security Trustee:

(a) the rate (if any) applicable to the amount immediately before the due date; and

(b) BBR for the relevant period.

22. Certificate as to amount of Secured Moneys, etc.

A certificate signed by an Authorised Officer of the Security Trustee will be sufficient evidence against the Chargor and the Chargees, in the absence of manifest error or proof to the contrary:

(a) as to the amount of Secured Moneys stated in the certificate;

(b) that a person specified in that certificate is a Chargee;

(c) that a document specified in that certificate is a Transaction Document; and

(d) that the Security Trustee is of the opinion stated in the certificate.

23. Survival of representations

All representations and warranties in a Transaction Document survive the execution and delivery of the Transaction Documents and the provision of advances and financial accommodation.

24. Indemnity and reimbursement obligations

Each indemnity, reimbursement and similar obligation in a Transaction Documents:

(a) is a continuing obligation;

(b) is a separate and independent obligation;

(c) is payable on demand;

(d) survives termination or discharge of the Transaction Document; and

(e) is subject to the order of payment contained in the VFC Deed Poll and clause 15 of this Deed.

25. Continuing security

Each of this Deed and each Collateral Security is a continuing security despite any settlement of account, intervening payment or anything else until a final discharge of this Deed and each Collateral Security has been given to the Chargor.

26. Other securities

No Power and nothing in this Deed or any Collateral Security merges in, or in any other way prejudicially affects or is prejudicially affected by:

- (a) any other Security Interest; or
- (b) any judgment, right or remedy against any person,

which any Chargee or any person claiming through any Chargee may have at any time.

27. Discharge of the Charge

27.1 Release

Upon the Chargor providing a certificate to the Security Trustee (upon which certificate the Security Trustee may rely conclusively) stating that:

- (a) all Secured Moneys (actually or contingently owing) have been paid in full; and
- (b) all the obligations of the Chargor under the Transaction Documents have been performed, observed and fulfilled,

then the Security Trustee shall, subject to clause 27.2, at the request of the Chargor, and at the cost of the Chargor, release the Charged Property from the Charge and this Deed. Any such certificate must be executed by an Authorised Signatory of the Chargor.

27.2 Contingent liabilities

The Security Trustee shall not release the Charge unless at the time such release is sought the Security Trustee has no actual, contingent or prospective liabilities in respect of the Chargor or otherwise in connection with this Deed whether or not there is any reasonable likelihood of such liabilities becoming actual liabilities, including without limitation, in respect of any bills, notes, drafts, cheques, guarantees, letters of credit or other notes or documents issued, drawn, endorsed or accepted by the Security Trustee for the account or at the request of the Chargor.

27.3 Charge reinstated

If any claim is made by any person that any moneys applied in payment or satisfaction of the Secured Moneys must be repaid or refunded under any law (including, without limit, any law relating to preferences, bankruptcy, insolvency or the winding up of bodies corporate) and the Charge has already been discharged, the Chargor shall promptly do, execute and deliver, and cause any relevant person to do, execute and deliver, all such acts and documents as the Security Trustee may require to reinstate this Charge unless the Security Trustee agrees otherwise in writing.

28. Amendment

28.1 Approval

Subject to clause 28.2, the parties to a Transaction Document may, with the prior written approval of the Voting Chargee, by way of supplemental deed or agreement alter, add to or modify that Transaction Document (including this Deed (including this clause 28)).

28.2 Amendment without approval

Notwithstanding clause 28.1, but without limiting clause 28.3, the parties to a Transaction Document may vary or amend that Transaction Document (including this Deed) so long as such variation or amendment is:

- (a) to correct a manifest error or ambiguity; or
- (b) of a formal, technical or administrative nature only; or
- (c) in the opinion of the Security Trustee (acting in accordance with an Extraordinary Resolution), necessary to comply with the provisions of any existing or proposed law or with the requirements of any Government Agency; or
- (d) in the opinion of the Security Trustee (acting in accordance with an Extraordinary Resolution), appropriate or expedient as a consequence of an amendment or proposed amendment to any law or altered requirements of any Government Agency; or
- (e) in the opinion of the Security Trustee (acting in accordance with an Extraordinary Resolution), not prejudicial to the rights or interests of any Chargee and the Security Trustee has received the prior written confirmation from the Rating Agency that such variation or amendment will not result in an Adverse Rating Effect.

28.3 Distribution of amendments

The Chargor shall distribute to all Chargees, a copy of any amendments made pursuant to clause 28.1 as soon as reasonably practicable after the amendment has been made. The Chargor will notify the Rating Agency of any amendment made to any Transaction Document to which it is a party in accordance with clause 28.1 within 5 Business Days of the amendment being made.

29. Waivers, remedies cumulative

- (a) No failure to exercise and no delay in exercising any Power operates as a waiver. No single or partial exercise of any Power precludes any other or further exercise of that Power or any other Power.
- (b) The Powers in this Deed and each Collateral Security are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

30. Consents and opinion

Except where expressly stated any Chargee may give or withhold, or give conditionally, approvals and consents, may be satisfied or unsatisfied, may form opinions, and may exercise its Powers, at its absolute discretion.

31. Severability of provisions

- (a) Any provision of this Deed or any Collateral Security which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed or any Collateral Security nor affect the validity or enforceability of that provision in any other jurisdiction.
- (b) Without limiting the generality of paragraph (a):
 - (i) the definition of Secured Moneys does not include any liability so long as and to the extent that the inclusion of that liability would avoid, invalidate or render ineffective clause 3 or 4 or the security constituted by this Deed; and
 - (ii) the definition of Charged Property does not include any asset so long as and to the extent that the inclusion of that asset would invalidate, avoid or render ineffective clause 3 or 4 or the security constituted by this Deed.

32. Moratorium legislation

To the full extent permitted by law all legislation which at any time directly or indirectly:

- (a) lessens, varies or affects in favour of the Chargor any obligation under this Deed or any Collateral Security; or
- (b) delays, prevents or prejudicially affects the exercise by any Chargee, any Receiver or Attorney, of any Power,

is excluded from this Deed and any Collateral Security.

33. Assignments

- (a) Subject to the other Transaction Documents, a Chargee may assign its rights under this Deed and each Collateral Security. If this Deed or any Chargee's interest in this Deed is assigned, the Secured Moneys will include all actual and contingent liability of the Chargor to the assignee, whether or not it was incurred before the assignment or in contemplation of it.
- (b) The Chargor may only assign or transfer any of its rights or obligations under this Deed or any Collateral Security in accordance with the Transaction Documents and if each Chargee has given its prior written consent.

34. Notices

- (a) Subject to clause 34(c) all notices, requests, demands, consents, approvals, agreements, instructions, directions or other communications to or by a party to this Deed:
 - (i) must be in writing;
 - (ii) must be signed by (or in the case of electronic mail, sent by) an Authorised Officer of the sender;

(iii) will be taken to be duly given or made:

- (A) (in the case of delivery in person or by post) when delivered, received or left at the address of the recipient shown in this Deed (or at such other address as may be notified in writing by the recipient to the sender from time to time or as provided in clause 34(b)); and
- (B) (in the case of facsimile transmission) on receipt by the sender of a transmission report confirming successful transmission to such facsimile number as may be notified in writing by the recipient to the sender from time to time or as provided in clause 34(b),

but if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4pm (local time), it will be taken to have been duly given or made on the next day on which business is generally carried on in that place.

- (b) The Security Trustee may give notice to a Chargee at the address or facsimile number notified to the Security Trustee by the Chargor as that Chargee's address for notice.

35. Relationship of Chargees to Security Trustee

35.1 Instructions; extent of discretion

- (a) The Security Trustee will have no duties or responsibilities except those expressly set out in this Deed, any Collateral Security or any other Transaction Document.
- (b) Subject to this Deed, in the exercise of all its Powers the Security Trustee shall act in accordance with any Extraordinary Resolution of the Voting Chargee.
- (c) In the absence of an Extraordinary Resolution of the Voting Chargee, the Security Trustee need not act but, if it does act, it must act (with prior written notice to the Chargees) in the best interests of the Chargees (taken as a whole) in accordance with this Deed.
- (d) Any action taken by the Security Trustee under this Deed or any Collateral Security binds all the Chargees.

35.2 No obligation to investigate authority

- (a) Neither the Chargor nor the Security Trustee need enquire whether any Extraordinary Resolution has been passed or as to the terms of any Extraordinary Resolution.
- (b) As between the Chargor on the one hand and the Security Trustee and the Chargees on the other, all action taken by the Security Trustee under this Deed or any Collateral Security will be taken to be authorised and is binding on all Chargees.

35.3 Delegation

- (a) The Security Trustee may in carrying out and performing its duties and obligations in this Deed employ agents and attorneys for such purposes and the Security Trustee will not be liable for the acts or omissions of any such agent or delegate except as set out in clause 43.5.

- (b) The Security Trustee may at the expense of the Chargor obtain such advice and information from lawyers, accountants, bankers and other consultants and experts as it considers desirable to allow it to be properly advised and informed in relation to its powers and obligations.
- (c) Notwithstanding other provisions in this clause 35.3, but subject always to clauses 35.7 and 43.5, where the Security Trustee employs a Related Body Corporate as agent or attorney, the Security Trustee shall be liable for all acts or omissions of that Related Body Corporate as agent or attorney done or omitted whilst acting in its capacity as such.

35.4 Reliance on documents and experts

The Security Trustee may rely on:

- (a) any document (including any facsimile transmission or telegram) it reasonably believes to be genuine and correct including any document given by the Chargor under clause 5.1(d) or under clause 5.4; and
- (b) advice and statements of lawyers, accountants, bankers and other consultants and experts, whether or not retained by it,

and shall not be liable for anything done or suffered by it in good faith in such reliance on such document, advice or statements.

35.5 Notice of default

- (a) The Security Trustee will be taken not to have knowledge of the occurrence of an Issuer Event of Default unless the Security Trustee has received notice from a Chargee or the Chargor stating that an Issuer Event of Default has occurred and describing it.
- (b) If the Security Trustee receives notice of, or becomes aware of, the occurrence of events or circumstances constituting an Issuer Event of Default and that those events or circumstances do constitute an Issuer Event of Default, the Security Trustee shall notify the Chargor and the Chargees.

35.6 Security Trustee as Chargee

- (a) The Security Trustee in its capacity as a Chargee has the same rights and powers under the Transaction Documents as any other Chargee. It may exercise them as if it were not acting as the Security Trustee.
- (b) The Security Trustee and its Associates may engage in any kind of business with the Chargor and any other Chargee or other person as if it were not the Security Trustee. It may receive consideration for services in connection with any Transaction Document and otherwise without having to account to the Chargees.

35.7 Indemnity to Security Trustee

- (a) Subject to clause 35.7(b) and to the order of payment contained in the VFC Deed Poll and clause 15 of this Deed, the Chargor shall indemnify the Security Trustee (to the extent not reimbursed by the Chargor (and without prejudice to any right of indemnity given by law to trustees)) against:

- (i) any loss, cost, liability, expense or damage the Security Trustee may sustain or incur directly or indirectly under or in relation to the Transaction Documents; and
- (ii) the costs, charges and expenses of the Security Trustee in connection with the negotiation, preparation, execution, stamping, registration and completion of this Deed and reviewing the Transaction Documents (as specified in the Security Trustee Fee Letter); and
- (iii) the exercise or purported exercise of the powers and trusts of this Deed or any of the powers, authorities or discretions vested in it pursuant to this Deed and any consent, approval, waiver or variation in connection with this Deed.

This does not limit the Chargor's liability under any other provision.

- (b) The Chargor is not liable under this sub-clause for any of the above to the extent that they arise from the Security Trustee's fraud, negligence or wilful misconduct.
 - (c) (i) Subject to paragraph (c)(iii) below, a liability arising under or in connection with this Deed or the Security Trust is limited to and can be enforced against the Security Trustee only to the extent to which it can be satisfied out of the assets and property of the Security Trust from which the Security Trustee is actually indemnified for the liability. This limitation of the Security Trustee's liability applies despite any other provision of this Deed and extends to all liabilities and obligations of the Security Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed or the Security Trust.
 - (ii) Subject to paragraph (c)(iii) below, no person (including any Relevant Party) may take action against the Security Trustee in any capacity other than as trustee of the Security Trust or seek the appointment of a receiver (except under this Deed), or a liquidator, an administrator or any similar person to the Security Trustee or prove in any liquidation, administration or arrangements of or affecting the Security Trustee (except under this Deed).
 - (iii) The provisions of this clause 35.7(c) shall not apply to any obligation or liability of the Security Trustee to the extent that it is not satisfied because under a Transaction Document or by operation of law there is a reduction in the extent of the Security Trustee's indemnification or exoneration out of the assets and property of the Security Trust as a result of the Security Trustee's fraud, negligence or wilful misconduct.
 - (iv) It is acknowledged that the Relevant Parties are responsible under the Transaction Documents for performing a variety of obligations including relating to the Security Trust. No act or omission of the Security Trustee (including any related failure to satisfy its obligations or breach of representation or warranty under this Deed) will be considered fraud, negligence or wilful misconduct of the Security Trustee for the purpose of paragraph (c)(iii) above to the extent to which the act or omission was caused or contributed to by any failure by any Relevant Party in accordance with this Deed or any other Transaction Document to fulfil its obligations including relating to the Security Trust or by any other act or omission of a Relevant Party.

- (v) No attorney, agent, delegate, receiver or receiver and manager appointed in accordance with the Transaction Documents has authority to act on behalf of the Security Trustee in a way which exposes the Security Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or wilful misconduct of the Security Trustee for the purpose of paragraph (c)(iii) above, except to the extent to which the Security Trustee is liable for the acts or omissions of that person pursuant to clause 43.5.
- (vi) The Security Trustee is not obliged to enter into any commitment or obligation under this Deed, unless:
 - (A) in the case of commitments or obligations that are expressly contemplated by a Transaction Document and are between parties to a Transaction Document, the Security Trustee's liability is limited in the same manner as set out in this sub-clause (c); or
 - (B) in the case of any other commitments or obligations, the Security Trustee's liability is limited in a manner satisfactory to the Security Trustee in its absolute discretion.
- (vii) A failure by the Security Trustee to act because it has not received instructions (or proper instructions) from the Chargees is not fraud, negligence or wilful misconduct.
- (viii) In this clause, **Relevant Parties** means each party to a Transaction Document other than the Security Trustee.
- (ix) Subject to sub-clause (c)(x) below, nothing in this clause limits the obligations expressly imposed on the Security Trustee under the Transaction Documents.
- (x) To the extent of any inconsistency between the operation of this sub-clause (c) and other provision of this Deed, the terms of this sub-clause will prevail.

35.8 Independent investigation

Each Chargee confirms that it has made and will continue to make, independently and without reliance on the Security Trustee, the Chargor or any other Chargee unless otherwise provided in the Transaction Documents and based on the Transaction Documents, agreements and information which it regards appropriate:

- (a) its own investigations into the Chargor, the VFCs and other Chargees; and
- (b) its own analyses and decisions whether to take or not take action under any Transaction Document.

35.9 No monitoring

The Security Trustee is not required to keep itself informed as to the compliance by the Chargor with any Transaction Document or any other document or agreement or to inspect any property or book of the Chargor.

35.10 Information

The Chargor authorises the Security Trustee to provide any Chargee, with any information concerning the Chargor, VFCs and the other Transaction Documents which may come into the possession of the Security Trustee. The Security Trustee need not do so. The Security Trustee shall not provide any other person with any such information without the prior written consent of the Chargor.

The Security Trustee is not obliged to disclose any information relating to any Chargor if, in the opinion of the Security Trustee, disclosure might breach a duty of secrecy or confidentiality or otherwise be contrary to law.

35.11 Conflicts

(a) Subject to clause 2.2, in the event of any dispute, ambiguity or doubt as to the construction or enforceability of this Deed or of any other document or the Security Trustee's powers or obligations under or in connection with this Deed or the determination or calculation of any amount or thing for the purpose of this Deed or the construction or validity of any direction from the Chargees, the Security Trustee may:

- (i) obtain and rely on advice from any person referred to in clause 35.4 and may comply with such direction or order; and/or
- (ii) apply to a court or similar body for any direction or order the Security Trustee considers appropriate,

and provided the Security Trustee is using reasonable endeavours to resolve such ambiguity, dispute or doubt, the Security Trustee, in its absolute discretion, may refuse to act or refrain from acting in relation to matters affected by such dispute, ambiguity or doubt.

(b) The Security Trustee has no responsibility for the form or contents of this Deed or any other Transaction Document and will not have any liability arising as a result of or in connection with any inadequacy, invalidity or unenforceability of any provision of this Deed or the other Transaction Documents.

35.12 No liability

Without limitation the Security Trustee shall not be liable for:

- (a) any decline in the value or loss realised upon any sale or other disposition made under this Deed of any Charged Property or any other property charged to the Security Trustee by any other person in respect of or relating to the obligations of the Chargor or any person in respect of the Chargor or the Secured Moneys or relating in any way to the Charged Property;
- (b) any decline or loss directly or indirectly arising from the Security Trustee acting or failing to act as a consequence of an opinion reached by it; and
- (c) any loss, expense or liability which may be suffered as a result of any assets secured by this Deed, Charged Property or any deeds or documents of title thereto being uninsured or inadequately insured or being held by or to the order of the Lessee or any of its Associates or by clearing organisations or their operator,

except, in the case of paragraphs (a) and (b) above, for the fraud, negligence or wilful misconduct of the Security Trustee.

36. Retirement and removal of Security Trustee

36.1 Retirement

Subject to any Transaction Document to which the Security Trustee is a party, and subject also to the appointment of a successor Security Trustee as provided in this clause, the Security Trustee may retire at any time upon giving not less than 3 months' notice (or such shorter period as the parties may agree) in writing to the Chargor and the Chargees without assigning any reason.

36.2 Removal

Subject to any Transaction Document to which the Security Trustee is a party, the appointment of a successor Security Trustee as provided in this clause, and written prior notice being given to the Chargees, the Security Trustee may be removed:

- (a) by the Chargor if any of the following occurs in relation to the Security Trustee:
 - (i) the Security Trustee becomes Insolvent in its personal capacity;
 - (ii) the cessation by the Security Trustee of its business; or
 - (iii) the Security Trustee fails to comply with any of its obligations under any Transaction Document and such action has had, or, if continued will have, a Material Adverse Effect, and, if capable of remedy, that failure is not remedied within 10 Business Days after the earlier of (i) the Security Trustee having become actually aware of that failure and (ii) the Security Trustee having received written notice with respect thereto from the Chargor or any Chargee; or
- (b) at any time by an Extraordinary Resolution of the Voting Chargee.

36.3 Replacement

- (a) Upon notice of resignation or removal the Chargor shall have the right to appoint a successor Security Trustee who has been previously approved by an Extraordinary Resolution of the Voting Chargee and who accepts the appointment.
- (b) If no successor Security Trustee is appointed within 20 Business Days after receipt by the Chargor of a notice of resignation in clause 36.1 or receipt by the Security Trustee of a notice of removal in clause 36.2 (as the case may be), the retiring Security Trustee may on behalf of the Chargees appoint a successor Security Trustee who accepts the appointment. If no such person is willing to accept this appointment, the Voting Chargee may elect a Security Trustee from among the Voting Chargee.
- (c) On its appointment the successor Security Trustee will have all the rights, powers and obligations of the retiring Security Trustee. The retiring Security Trustee will be discharged from its rights, powers and obligations, subject to paragraph (e).
- (d) The retiring Security Trustee shall execute and deliver all documents or agreements which are necessary or desirable in its opinion to transfer to the successor Security Trustee this Deed, each Collateral Security and each other document to which the Security Trustee is a party and to vest all powers of the Security Trustee in the successor Security Trustee or to effect the appointment of the successor Security Trustee.

- (e) After any retiring Security Trustee's resignation or removal, this Deed will continue in effect in respect of anything done or omitted to be done by it while it was acting as Security Trustee.

36.4 Costs on retirement or removal of Security Trustee

If the Security Trustee retires or is removed:

- (a) due to the Security Trustee's fraud, gross negligence or wilful misconduct, the costs and Taxes in connection with the resignation, removal and replacement of the Security Trustee will be borne by the Security Trustee; and
- (b) for a reason other than the Security Trustee's fraud, gross negligence or wilful misconduct, the costs and Taxes in connection with the resignation, removal and replacement of the Security Trustee will be borne by the Chargor.

36.5 Chargee confirmation

Any resignation or removal of the Security Trustee and appointment of a successor security trustee will not become effective until acceptance of the appointment of that successor Security Trustee and written confirmation by each Chargee that such appointment will not cause any adverse effect in relation to any payment to it.

37. Meetings of Voting Chargee

37.1 Limitation on Security Trustee's powers

Except as provided for in this Deed, the Security Trustee shall not assent or give effect to any matter which a meeting of the Voting Chargee is empowered by Extraordinary Resolution to do, unless the Security Trustee has previously been authorised to do so by an Extraordinary Resolution of the Voting Chargee.

37.2 Convening of meetings

(a) **(generally)**

- (i) The Security Trustee may convene a meeting of the Voting Chargee.
- (ii) Subject to the Security Trustee being adequately indemnified out of the property held on trust under clause 2.1(b) against all costs and expenses occasioned as a result, the Security Trustee shall convene a meeting of the Voting Chargee if requested to do so:
- (A) by the Chargor; or
- (B) by the Voting Chargee being holders of not less than 40% of the then Secured Moneys.

(b) **(time and place)**

Every meeting of the Voting Chargee shall be held at such time and place as the Security Trustee approves and may be held in person or by telephone, videoconference or any other technology selected by the Security Trustee.

37.3 Notice of meetings

- (a) **(period of notice)** Subject to clause 37.3(b), at least 7 days' notice (inclusive of the day on which the notice is given and of the day on which the meeting is held) shall be given to the Voting Chargee.
- (b) **(short notice)** Notwithstanding that a meeting is convened upon shorter notice than as specified in clause 37.3(a), or a meeting or details of that meeting are not notified, advised or approved in accordance with this clause 37, it shall be deemed to be duly convened if it is so agreed by the Voting Chargee representing a quorum.
- (c) **(copies)** A copy of the notice shall in all cases be given by the party to this Deed convening the meeting to the other parties to this Deed.
- (d) **(method of giving notice)** Notice of a meeting shall be given in the manner provided in this Deed.
- (e) **(contents of a notice)** Notice of a meeting of Voting Chargee shall specify, unless in any particular case the Security Trustee otherwise agrees:
- (i) the day, time and place of the proposed meeting; and
 - (ii) the nature of the resolutions to be proposed.
- (f) **(failure to give notice)** The accidental omission to give notice to or the non-receipt of notice by any person entitled to receive it shall not invalidate the proceedings at any meeting.

37.4 Chairman

A person (who need not be a Voting Chargee and who may be a Representative of the Security Trustee) nominated in writing by the Security Trustee shall be entitled to take the chair at every such meeting but if no such nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for the holding of that meeting the Voting Chargee present shall choose one of their number to be chairman.

37.5 Quorum

At any such meeting any two or more Voting Chargees present in person holding, or being Representatives of Voting Chargees holding or representing, in the aggregate not less than 51% of the then Secured Moneys shall form a quorum for the transaction of business (other than passing an Extraordinary Resolution in which case the quorum shall be those persons holding or representing, in the aggregate, not less than 67.5% of the then Secured Moneys) and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

37.6 Adjournment

- (a) **(quorum not present)** If within 15 minutes from the time appointed for any such meeting a quorum is not present the meeting shall, if convened on the requisition of the Voting Chargee, be dissolved. In any other case it shall stand adjourned (unless the Security Trustee agrees that it be dissolved) for such period, not being less than 7 days nor more than 42 days, as may be appointed by the chairman. At the adjourned meeting 2 or more persons present in person holding, or being Representatives holding or representing, in the aggregate, not less than 15% of the then Secured Moneys shall (except for the purpose of passing an Extraordinary Resolution) form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at that meeting. The quorum at any such adjourned meeting for passing an Extraordinary Resolution shall be any 2 or more persons present in person holding, or being Representatives holding or representing, in the aggregate, not less than 50% of the then Secured Moneys.
- (b) **(adjournment of meeting)** The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
- (c) **(notice of adjourned meeting)** At least 5 days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting. It shall not, however, otherwise be necessary to give any notice of an adjourned meeting.

37.7 Voting procedure

- (a) **(show of hands)** Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Voting Chargee or as a Representative.
- (b) **(declaration)** At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman, the Chargor or the Security Trustee or by one or more persons holding, or being a Representative or Representatives holding or representing, in aggregate not less than 15% of the then Secured Moneys, a declaration by the chairman that a resolution has been carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (c) **(poll)** If at any meeting a poll is so demanded, it shall be taken in such manner and (subject as provided below) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- (d) **(no adjournment)** Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

(e) **(votes)** Subject to clause 37.7(a), at any meeting:

- (i) on a show of hands, every person holding, or being a Representative holding or representing other persons who hold, Secured Moneys shall have one vote; and
- (ii) on a poll, every person who is present shall have one vote for each \$100 (but not part thereof) of the Secured Moneys that he holds or in respect of which he is a Representative. Any person entitled to more than one vote need not use or cast all of the votes to which he is entitled in the same way.

For the purpose of determining the amount of Secured Moneys at any time, the Security Trustee may rely on the Financial Reports of the Chargor and any information provided by any auditor of the Chargor. Clause 22 will apply to any determination of Secured Moneys for the definition of **Voting Chargee** and this clause 37.

37.8 Right to attend and speak

The Chargor, the Security Trustee and each Chargee (through their respective Representatives) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Voting Chargees (and, to the extent that they are also a Voting Chargee, to vote at that meeting). No person shall otherwise be entitled to attend or vote at any meeting of the Voting Chargees or to join with others in requesting the convening of such a meeting unless that person is a Voting Chargee or a Representative.

37.9 Appointment of proxies

- (a) **(requirements)** Each appointment of a proxy shall be in writing and shall be deposited at the registered office of the Security Trustee or in such other place as the Security Trustee shall designate or approve, together with proof satisfactory to the Security Trustee of its due execution (if so required by the Security Trustee), not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the named proxy proposes to vote, and in default, the appointment of proxy shall not be treated as valid unless the chairman of the meeting decides otherwise before that meeting or adjourned meeting proceeds to business. A notarially certified copy proof of due execution as specified above (if applicable) shall, if required by the Security Trustee, be produced by the proxy at the meeting or adjourned meeting, but the Security Trustee shall not thereby be obliged to investigate or be concerned with the validity or the authority of the proxy named in any such appointment. The proxy named in any appointment of proxy need not be a Voting Chargee.
- (b) **(proxy remains valid)** Any vote given in accordance with the terms of an appointment of proxy set out in clause 37.9(a) shall be valid notwithstanding the previous revocation or amendment of the appointment of proxy or of any of the Voting Chargee's instructions pursuant to which it was executed, provided that no intimation in writing of such revocation or amendment has been received by the Security Trustee at its registered office, or by the chairman of the meeting, in each case within the 24 hours before the commencement of the meeting or adjourned meeting at which the appointment of proxy is used.

37.10 Corporate Representatives

A person authorised pursuant to section 250D of the Corporations Act 2001 by a Voting Chargee being a body corporate to act for that Voting Chargee at any meeting shall, in accordance with his authority until his authority is revoked by the body corporate concerned, be entitled to exercise the same powers on behalf of that body corporate as that body corporate could exercise if it were an individual Voting Chargee and shall be entitled to produce evidence of his authority (together with, if required by the Security Trustee, evidence satisfactory to the Security Trustee of the due execution of the authority) to act at any time before the time appointed for the holding of or at the meeting or adjourned meeting or for the taking of a poll at which he proposes to vote.

37.11 Rights of Representatives

A Representative shall have the right to demand or join in demanding a poll and shall (except and to the extent to which the Representative is specifically directed to vote for or against any proposal) have power generally to act at a meeting for the Voting Chargee concerned. The Security Trustee and any officer of the Security Trustee may be appointed a Representative.

37.12 Extraordinary Resolutions

(a) **(powers)** The Voting Chargee shall, without prejudice to any rights or powers conferred on other persons by this Deed, have power exercisable by Extraordinary Resolution:

- (i) to direct the Security Trustee in the action that should be taken by it following the occurrence of an Issuer Event of Default or the Charge or this Deed becoming enforceable;
- (ii) to sanction any action that the Security Trustee or a Receiver proposes to take to enforce the provisions of this Deed;
- (iii) to sanction any proposal by the Chargor or the Security Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Chargees against the Chargor whether such rights shall arise under this Deed, the Transaction Documents or otherwise;
- (iv) to sanction the exchange or substitution of the Secured Moneys for, or the conversion of the Secured Moneys into, bonds or other obligations or securities of the Chargor or any body corporate formed or to be formed;
- (v) to assent to any modification of the provisions contained in this Deed which may be proposed by the Chargor or the Security Trustee;
- (vi) to give any authority, direction, guidance or sanction sought by the Security Trustee from the Voting Chargee;
- (vii) to appoint any persons (whether Voting Chargees or not) as a committee or committees to represent the interests of the Voting Chargee and to confer on such committee or committees any powers or discretions which the Voting Chargee could themselves exercise by Extraordinary Resolution;
- (viii) to remove the Security Trustee;
- (ix) to approve a person proposed to be appointed as a new Security Trustee for the time being;

(x) to discharge or exonerate the Security Trustee from any liability in respect of any act or omission for which it may become responsible under this Deed;

(xi) to do any other thing which under this Deed is required to be given by an Extraordinary Resolution;

(xii) to authorise the Security Trustee or any other person to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; or

(xiii) to determine whether the Security Trustee should or should not perform an act.

(b) **(no power)** A meeting of the Voting Chargee shall not have power in relation to any Chargee to:

(i) release any obligation to pay any of the Secured Moneys to that Chargee;

(ii) alter any date upon which any of the Secured Moneys is payable;

(iii) alter the amount of any payment of any part of the Secured Moneys; or

(iv) alter clause 15.1 in relation to that Chargee,

without the consent of that Chargee.

37.13 Extraordinary Resolution binding on Chargees

Subject to clause 37.12(b), an Extraordinary Resolution of the Voting Chargee shall be binding upon all Chargees whether or not present at such meeting and each of the Chargees and the Chargor and the Security Trustee shall be bound to give effect to it accordingly.

37.14 Minutes and records

Minutes of all resolutions and proceedings at every meeting of the Voting Chargee under this clause 37 shall be made and duly entered in the books to be from time to time provided for that purpose by the Security Trustee and any such minutes purporting to be signed by the chairman of the meeting at which those resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Voting Chargee shall be conclusive evidence of the matters contained in those minutes and until the contrary is proved, provided every meeting in respect of the proceedings of which minutes have been made and signed as provided in this clause 37.14 shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted in that meeting to have been duly passed and transacted.

37.15 Written resolutions

Notwithstanding the preceding provisions of this clause 37, a resolution of all the Voting Chargees (including an Extraordinary Resolution) may be passed, without any meeting or previous notice being required, by an instrument or notes in writing which have:

(a) in the case of a resolution (including an Extraordinary Resolution) of all the Voting Chargees, been signed by all the Voting Chargees; and

(b) any such instrument shall be effective upon presentation to the Security Trustee for entry in the records referred to in clause 37.14

37.16 Further procedures for meetings

Subject to all other provisions contained in this Deed, the Security Trustee may without the consent of the Chargees prescribe such further regulations regarding the holding of meetings of the Voting Chargees and attendance and voting at those meetings as the Security Trustee may in its sole discretion determine including particularly (but without prejudice to the generality of the above) such regulations and requirements as the Security Trustee thinks reasonable:

- (a) **(persons are Voting Chargees)** so as to satisfy itself that persons are in fact Voting Chargees who purport to requisition a meeting or who purport to make any requisition to the Security Trustee in accordance with this Deed;
- (b) **(entitlement to vote)** so as to satisfy itself that persons who purport to attend or vote at any meeting of the Voting Chargee are entitled to do so in accordance with this clause 37 and this Deed; and
- (c) **(forms of Representative)** as to the form of appointment of a Representative.

38. Authorised Officers

The Chargor irrevocably authorises each Chargee to rely on a certificate by a person purporting to be its director or secretary as to the identity and signatures of its Authorised Officers. The Chargor warrants that those persons have been authorised to give notices and communications under or in connection with the Transaction Documents.

39. Governing law and jurisdiction

This Deed is governed by the laws of the New South Wales. Each party to this Deed submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

40. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

41. Set-Off

No Chargee may apply any credit balance in any currency (whether or not matured) in any account comprised in the Charged Property towards satisfaction of any sum then due and payable to that Chargee under or in relation to any Transaction Document.

42. Acknowledgement by Chargor

The Chargor confirms that:

- (a) it has not entered into any Transaction Document in reliance on, or as a result of, any conduct of any kind of or on behalf of any Chargee or any Related Body Corporate of any Chargee (including any advice, warranty, representation or undertaking); and

(b) no Chargee nor any Related Body Corporate of any Chargee is obliged to do anything (including disclose anything or give advice), except as expressly set out in the Transaction Documents or in writing duly signed by or on behalf of the Chargee or its Related Body Corporate.

43. Security Trustee's limited liability

43.1 Reliance on certificate

The Security Trustee shall not incur any liability as a result of relying upon the authority, validity, due authorisation of, or the accuracy of any information contained in any notice, resolution, direction, instruction, consent, certificate, receipt, affidavit, statement, valuation report or other document or communication (including any of the above submitted or provided by the Chargor or by a Chargee) in taking any action under any Transaction Document, or omitting to take any action under a Transaction Document, if the Security Trustee is entitled, under clause 43.2 to assume such authenticity, validity, due authorisation or accuracy.

In preparing any notice, certificate, advice or proposal the Security Trustee shall be entitled to assume, unless the officers of the Security Trustee responsible for the day to day administration of the Security Trust are actually aware to the contrary, that each person under any other Transaction Document or any other deed, agreement or arrangement incidental to any of the above or to the Chargor, will perform their obligations under those documents in full by the due date and otherwise in accordance with their terms.

43.2 Security Trustee's reliance on VFC Holders or Lessee

(a) (Authorised Officers are sufficient evidence) Whenever any certificate, notice, proposal, direction, instruction, document or other communication is to be given to the Security Trustee, the Security Trustee may assume:

- (i) the authenticity and validity of any signature in any such document and that such document has been duly authorised; and
- (ii) the accuracy of any information contained in any such documents,

in either case unless the officers of the Security Trustee responsible for the administration of the Security Trust are actually aware to the contrary.

(b) (Trustee not liable for loss) The Security Trustee shall not be responsible for any loss arising from any forgery or lack of authenticity or any act, neglect, mistake or discrepancy of the Chargor, the VFC Holders or Lessee or any officer, employee, agent or delegate of the Chargor, the VFC Holders or Lessee in preparing any such document or in compiling, verifying or calculating any matter or information contained in any such document, if the officers of the Security Trustee responsible for the administration of the Security Trust are not actually aware of such forgery, lack of authenticity or validity, act, neglect, mistake or discrepancy.

43.3 Compliance with laws

The Security Trustee shall not incur any liability to anyone in respect of any failure to perform or to do any act or thing which by reason of any provision of any applicable present or future law of any place or any applicable ordinance, rule, regulation or by law or of any applicable decree, order or judgment of any competent court or other tribunal, the Security Trustee shall be prohibited from doing or performing.

43.4 Reliance on experts

The Security Trustee may rely on and act on the opinion or statement or certificate or advice of or information obtained from the Lessee, barristers or solicitors (whether instructed by the Security Trustee or not), bankers, accountants, brokers, valuers and other persons believed by it in good faith to be expert or properly informed in relation to the matters on which they are consulted and the Security Trustee shall not be liable for anything done or suffered by it in good faith in reliance on such opinion, statement, certificate, advice or information.

43.5 Responsibility for assets of agents

Having regard to the limitations on the Security Trustee's duties, powers, authorities and discretions under this Deed, the Security Trustee shall not be responsible for any act, omission, misconduct, mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of any person or agent appointed by the Security Trustee or on whom the Security Trustee is entitled to rely under this Deed (other than a Related Body Corporate of the Security Trustee), attorney, banker, receiver, barrister, solicitor, agent or other person acting as agent or adviser to the Security Trustee except where the Security Trustee did not appoint that person in good faith or failed to exercise reasonable care in selecting that person, provided that nothing in this Deed or any other Transaction Document imposes any obligations on the Security Trustee to review or supervise the performance by any other party of its obligations.

43.6 Powers, authorities and discretions

Except as otherwise provided in this Deed and in the absence of fraud, negligence or wilful misconduct, the Security Trustee shall not be in any way responsible for any loss (whether consequential or otherwise), costs, damages or inconvenience that may result from the exercise or non-exercise of any powers, authorities and discretions vested in it.

43.7 Impossibility or impracticability

If for any other reason it becomes impossible or impracticable for it to carry out any or all of the provisions of this Deed or any other Transaction Document (including, but not limited to, circumstances beyond the Security Trustee's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, embargo, labour dispute, any laws, ordinances, regulations or the like which restrict or prohibit the Security Trustee performing its duties and obligations under this Deed or any other Transaction Document, inability to obtain or the failure of equipment, or interruption of communications or computer facilities, and other causes beyond the Security Trustee's control whether or not of the same kind as specifically named above), the Security Trustee shall not be under any liability.

43.8 Legal and other proceedings

(a) **(indemnity for legal costs)** The Security Trustee shall be indemnified out of the Security Trust for all legal costs and disbursements on a full indemnity basis and all other costs, disbursements, outgoings and expenses incurred by the Security Trustee in connection with:

(i) the enforcement or contemplated enforcement of, or preservation of rights under;

(ii) without limiting the generality of paragraph (i) above, the initiation, defence, carriage and settlement of any action, suit, proceeding or dispute in respect of; and

(iii) obtaining legal advice or opinions concerning or relating to the interpretation or construction of,

this Deed or any other Transaction Document or otherwise under or in respect of the Security Trust provided that the enforcement, contemplated enforcement or preservation by the Security Trustee (as the case may be) of the rights referred to in paragraph (i) or the court proceedings referred to in paragraph (ii) (including in each case the defence of any action, suit, proceeding or dispute brought against the Security Trustee), and the basis of incurring any of those costs, disbursements, outgoings and expenses by the Security Trustee:

(iv) has been approved in advance by an Extraordinary Resolution of the Voting Chargee; or

(v) is regarded by the Security Trustee as necessary to protect the Security Trustee against potential personal liability or to protect the interests of the Chargees and the Security Trustee reasonably believes that any delay in seeking an approval under paragraph (iv) will be prejudicial to the interests of the Chargees.

(b) **(defence of proceedings alleging negligence etc.)** The Security Trustee shall be entitled to claim in respect of the above indemnity from the Security Trust for its expenses and liabilities incurred in defending any action, suit, proceeding or dispute in which fraud, negligence or wilful misconduct is alleged or claimed against it, but on the same being proved, accepted or admitted by it, it shall from its personal assets immediately repay to the Security Trust the amount previously paid by the Security Trust to it in respect of that indemnity.

43.9 No liability except for negligence etc.

Except to the extent caused by the fraud, negligence or wilful misconduct:

(a) on its part or on the part of any of its officers or employees; or

(b) on the part of any agent or delegate, sub-agent, or sub-delegate which is a Related Body Corporate of the Security Trustee (including any officers or employees of that Related Body Corporate),

employed by the Security Trustee in accordance with this Deed to carry out any transactions contemplated by this Deed, the Security Trustee will not be liable personally for any losses, costs, liabilities or claims arising from the failure to pay moneys on the due date for payment to any Chargee or any other person or for any loss howsoever caused in respect of the Security Trust or to any Chargee or other person. In addition, the Security Trustee will not be liable personally for any losses, costs, liabilities or claims arising from the failure to pay moneys on the due date for payment to any Chargee or any other person or for any loss howsoever caused in respect of the Security Trust or to any Chargee or other person on the part of any officer or employee, agent or delegate, sub-agent, or sub-delegate which is not a Related Body Corporate of the Security Trustee (including to the extent caused by the fraud, negligence or wilful misconduct of any such person), provided that the Security Trustee has exercised care in the appointment of such person in good faith.

43.10 Further limitations on Security Trustee's liability

Subject to clause 43.2, the Security Trustee shall not be liable:

- (a) **(for loss on its discretions)** for any losses, costs, liabilities or expenses arising out of the exercise or non-exercise by it of its powers, authorities or discretion or for any other act or omission on its part under this Deed, any other Transaction Document or any other document except to the extent to which that loss, cost, liability or expense was caused by the fraud, negligence or wilful misconduct of the Security Trustee or any of its officers or employees, or any agent, delegate, sub-agent, sub-delegate employed by the Security Trustee in accordance with this Deed (and where this Deed provides that the Security Trustee is liable for the acts or omissions of any such person);
- (b) **(for loss on its directions)** for any losses, costs, damages or expenses caused by its acting (in circumstances where this Deed requires it to act or contemplates that it may so act) on any instruction or direction given to it by any Chargee under this Deed, any other Transaction Document or any other document, except to the extent that it is caused by the fraud, negligence or wilful misconduct of the Security Trustee, or any of its officers or employees, or an agent or delegate employed by the Security Trustee in accordance with this Deed to carry out any transactions contemplated by this Deed (and where this Deed provides that the Security Trustee is liable for the acts or omissions of such person);
- (c) **(for certain defaults)** for any Issuer Event of Default;
- (d) **(for acts of Lessee)** without limiting the Security Trustee's obligations under the Transaction Documents, for any act, omission or default of the Lessee in relation to its servicing and vehicle management duties or its obligations under the Lease;
- (e) **(failure by Security Trustee to comply)** without limiting the Security Trustee's obligations under the Transaction Documents, for any act, omission or default of the Chargor in relation to its obligations under the Transaction Documents;
- (f) **(failure by any person)** for the failure of a person to carry out an agreement with the Security Trustee;
- (g) **(failure to check)** for any losses, costs, liabilities or expenses caused by the Security Trustee's failure to check any calculation, information, document, form or list supplied or purported to be supplied to it by the Chargor or the Lessee; or
- (h) **(no consequential loss)** for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), whether or not foreseeable, even if the Security Trustee has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

except, in the case of paragraphs (c) to (g) (inclusive), to the extent that it is caused by the fraud, negligence or wilful misconduct of the Security Trustee.

Nothing in this clause 43.10 alone (but without limiting the operation of any other clause of this Deed) shall imply a duty on the Security Trustee to supervise the Chargor in the performance of the Chargor's functions and duties, and the exercise by the Chargor of its discretions.

43.11 Conflicts

- (a) **(no conflict)** Nothing in this Deed shall prevent the Security Trustee or any of its Related Body Corporates or Associates or their directors or other officers (each a **Relevant Person**) (subject to any applicable laws and regulations) from:
- (i) subscribing for purchase, holding, dealing in or disposing of any VFCs;
 - (ii) entering into any financial, banking, development, insurance, agency, broking or other transaction with, or providing any advice or services for the Chargor; or
 - (iii) being interested in any such contract or transaction or otherwise at any time contracting or acting in any capacity as representative or agent.
- (b) **(not liable to account)** A Relevant Person shall not be in any way liable to account to any Chargee or any other person for any profits or benefits (including any profit, bank charges, commission, exchange, brokerage and fees) made or derived under or in connection with any transaction or contract specified in paragraph (a) above.
- (c) **(fiduciary relationship)** A Relevant Person shall not by reason of any fiduciary relationship be in any way precluded from making any contracts or entering into any transactions with any such person in the ordinary course of its business or from undertaking any banking, financial, development, agency or other services including any contract or transaction in relation to the placing of or dealing with any investment and the acceptance of any office or profit or any contract of loan or deposits or other contract or transaction which any person or company not being a party to this Deed could or might have lawfully entered into if not a party to this Deed. A Relevant Person shall not be accountable to any Chargee or any other person for any profits arising from any such contracts, transactions or offices.

43.12 Investigation by Security Trustee

Each Chargee acknowledges that the Security Trustee has no duty, and is under no obligation, to investigate whether a Lease Termination Event, Issuer Event of Default or Lease Event of Default has occurred other than where it has actual notice.

EXECUTED and delivered as a deed in Sydney.

Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

CHARGOR

Signed Sealed and Delivered on behalf of
AB Funding Pty Ltd by its attorney in the presence of:

Witness Signature

Attorney Signature

Print Name

Print Name

SECURITY TRUSTEE

Signed Sealed and Delivered on behalf of
BNY Trust (Australia) Registry Limited by its attorney in the presence
of:

Witness Signature

Attorney Signature

Print Name

Print Name

-

Amended and Restated VFC Deed Poll

SCHEDULE 3 – UMBRELLA AMENDING AND ACCESSION DEED NO. 2
AMENDED AND RESTATED VFC DEED POLL AND TERMS AND CONDITIONS

VFC Deed Poll

AB Funding Pty Ltd

AVIS Securitisation

Allens Arthur Robinson
Deutsche Bank Place
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24 August 2007(as amended with effect from the Effective Date as defined in the Umbrella Amending and Termination Deed, as further amen

ded with effect from the Effective Date as defined in the Umbrella Amending and Accession Deed and as further amended with effect from the Effective Date as defined in the Umbrella Amending and Accession Deed No.2)

Date

Granted by:

Party

AB Funding Pty Ltd (ACN 125 104 654) registered in New South Wales of Level 2, 15 Bourke Road, Mascot, New South Wales 2020 (the *Issuer*).

In favour of each VFC Holder and any person claiming through a VFC Holder.

Recitals

- A The Issuer proposes to issue VFCs denominated in Australian dollars from time to time on the terms of this Deed.
 - B The VFCs will be issued in registered form by inscription in the Register to be maintained by the Issuer.
 - C The Issuer enters into this Deed for the benefit, among others, of the holders from time to time of the VFCs.
-

IT IS AGREED as follows.

1. Definitions and interpretation

1.1 Definitions

Definitions in the Security Trust Deed, the VFC Subscription Agreement and Terms and Conditions apply in this Deed unless the context otherwise requires or the relevant term is defined in this Deed.

Security Trust Deed means the Security Trust Deed dated 22 August 2007 between the Issuer and the Security Trustee.

Terms and Conditions in relation to a VFC means the terms and conditions applicable to that VFC set out in the Schedule to this Deed, as supplemented, modified or replaced by the relevant Pricing Supplement. It includes the provisions of that Pricing Supplement.

VFC Subscription Agreement means the agreement dated 24 August 2007 between, among others, the Issuer, the Lessee, Westpac Banking Corporation and Commonwealth Bank of Australia relating to the subscription for VFCs.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The **singular** includes the plural and the converse.
- (b) A **gender** includes all genders.
- (c) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **person**, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a **clause**, **annexure** or **schedule** is a reference to a clause of, or annexure or schedule to, this Deed.
- (f) A reference to a **party** to this Deed or another agreement or document includes the party's successors and permitted substitutes or assigns.
- (g) A reference to an **agreement** or **document** is to the agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed.
- (h) A reference to **legislation** or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to **writing** includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form and electronic mail sent in accordance with the relevant Transaction Documents.
- (j) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (k) Mentioning anything after **include**, **includes** or **including** does not limit what else might be included.
- (l) All references to time are to Sydney time.
- (m) A reference to a month is to a calendar month.

1.3 Registration and transfer

References in this Deed to:

- (a) **registration** or **recording** include inscription, and **register** and **record** have a corresponding meaning; and
- (b) **transfer** includes transmission.

2. The VFCs

2.1 Creation of VFCs

- (a) VFCs are issued in registered form. Subject to the VFC Subscription Agreement, the Issuer may create VFCs at any time by inscribing the details of those VFCs in the Register in accordance with the Terms and Conditions.
- (b) The Pricing Supplement must specify the Terms and Conditions to apply to the VFCs. The Terms and Conditions in relation to those VFCs, once issued, shall include the provisions of the relevant Pricing Supplement.
- (c) The execution of any Pricing Supplement shall not constitute the issue of a VFC, the acknowledgement of any debt or any promise to pay by the Issuer. No VFC will be created or issued except in accordance with clause 2.2, and once created or issued the information contained in the Register with respect to those VFCs will have the effect provided under the Terms and Conditions.

2.2 Constitution and title

- (a) The obligations of the Issuer under the VFCs are constituted by, and specified in, this Deed. Each VFC is a separate debt of the Issuer and may be transferred separately from any other VFC.
- (b) Entitlement to a VFC is determined by inscription in the Register. The making of, or giving effect to, a manifest error in an inscription in the Register will not avoid the creation or transfer of a VFC. The Issuer will rectify any manifest error of which it becomes aware.
- (c) No certificate or other document of title will be issued to evidence title to a VFC unless that certificate or other document of title is required by applicable law or the Issuer determines that certificates should be made available.

2.3 Denomination

Each VFC must be denominated in Australian dollars. The face amount of each VFC on inscription must be in accordance with the relevant Pricing Supplement and the VFC Subscription Agreement

2.4 Issuer to inform Subscribers

Not less than two Business Days before the Issue Date of a VFC the Issuer must give the Subscribers under the VFC Subscription Agreement a copy of the relevant Pricing Supplement and, to the extent not included in that Pricing Supplement, notify those Subscribers of the following information (to the extent it is relevant) in respect of that VFC:

- (a) Issue Date;
- (b) Issue Price;
- (c) Redemption Amount;
- (d) Maturity Date;
- (e) Interest Rate;
- (f) Interest Accrual Date;

- (g) Payment Dates;
- (h) any special conditions;
- (i) the name, address and, if advised to the Issuer by the initial VFC Holder, tax file number or Australian business number of the initial VFC Holder or the basis on which the initial VFC Holder is exempt from the need to advise the Issuer of its tax file number or Australian business number (as the case may be). If a tax file number or Australian business number is provided, the Issuer must keep that tax file number or Australian business number (as the case may be) confidential;
- (j) the payment instructions notified by the initial VFC Holder; and
- (k) any other information required by applicable law.

3. Rights and obligations of VFC Holders

3.1 Deed poll

This Deed is a deed poll. Accordingly, each VFC Holder and any person claiming through a VFC Holder has the benefit of this Deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this Deed.

3.2 Rights of VFC Holders

- (a) A VFC Holder is entitled, in respect of each VFC for which that person's name is inscribed in the Register, to the payment of principal and interest in accordance with the Terms and Conditions, together with the other benefits given to VFC Holders under this Deed including, unless the VFC is purchased and cancelled by the Issuer prior to the relevant Maturity Date in accordance with the Terms and Conditions, the payment of the Redemption Amount of such VFC on the relevant Maturity Date.
- (b) The Issuer irrevocably undertakes to make all the payments described in clause 3.2(a) on the due date.

3.3 VFC Holders bound

Each VFC Holder, and any person claiming through a VFC Holder, who asserts an interest in a VFC is bound by this Deed.

3.4 Incorporation of annexures and Terms and Conditions

The VFCs are issued upon and subject to:

- (a) the Terms and Conditions;
- (b) the relevant Pricing Supplement;
- (c) the VFC Subscription Agreement; and
- (d) the Security Trust Deed,

each of which are binding on the Issuer, the Security Trustee, the VFC Holders and all persons claiming through or under them respectively.

3.5 Name on Register

The person whose name appears in the Register will be treated by the Issuer and the Security Trustee as the absolute owner of the relevant VFC.

4. Governing law, jurisdiction and service of process

4.1 Governing law

This Deed is governed by the law in force in New South Wales.

4.2 Jurisdiction

Each person taking benefit of or bound by this Deed irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

Schedule

Terms and Conditions

Terms and Conditions of VFCs

The following are the Terms and Conditions which, as supplemented, modified or replaced in relation to the issue of any VFCs by the relevant Pricing Supplement, will be applicable to the VFCs.

The VFCs will be secured debt obligations of the Issuer and will take the form of entries in the Register. The VFCs will be secured by the Security over the business, assets and undertaking of the Issuer.

The VFCs are constituted by a deed entitled "VFC Deed Poll" (the *Deed*) dated 24 August 2007 executed by AB Funding Pty Ltd (ACN 125 104 654) (*Issuer*) (as amended with effect from the Effective Date as defined in the Umbrella Amending and Accession Deed No.2), copies of which are available for inspection at the following office of the Security Trustee:

Level 2, 35 Clarence Street, Sydney, New South Wales, 2000.

Each VFC Holder and any person claiming through or under a VFC Holder is deemed to have notice of and is bound by, all the provisions contained in the Deed and the Security Trust Deed.

1. Interpretation

1.1 Definitions

The following words have these meanings in these Terms and Conditions unless the contrary intention appears.

1 Month Tranche VFC Portion means, in relation to an Interest Period, the portion of the Outstanding Principal Amount of the VFCs (expressed as an amount in Australian dollars) which the Issuer has notified to the Subscribers in writing as constituting the 1 Month Tranche VFC Portion for that Interest Period in accordance with condition 3.5(a).

2 Month Tranche VFC Portion means, in relation to an Interest Period, the portion of the Outstanding Principal Amount of the VFCs (expressed as an amount in Australian dollars) which the Issuer has notified to the Subscribers in writing as constituting the 2 Month Tranche VFC Portion for that Interest Period in accordance with condition 3.5(a).

3 Month Tranche VFC Portion means, in relation to an Interest Period, the portion of the Outstanding Principal Amount of the VFCs (expressed as an amount in Australian dollars) which the Issuer has notified to the Subscribers in writing as constituting the 3 Month Tranche VFC Portion for that Interest Period in accordance with clause 3.5(a) or which is otherwise deemed as such under condition 3.5(b).

Alternative Day Tranche VFC Portion means, in relation to an Interest Period, the portion of the Outstanding Principal Amount of the VFCs (expressed as an amount in Australian dollars) which the Issuer has notified to the Subscribers in writing as constituting the Alternative Day Tranche VFC Portion for that Interest Period in accordance with condition 3.5(a).

Australian dollars, dollars or A\$ means the lawful currency of Australia from time to time.

Business Day Convention in respect of a VFC, means the convention known as **Modified Following** or **Modified** which provides that the date will be the following Business Day unless that day falls in the next calendar month, in which case that date will be the preceding Business Day.

Day Count Basis means, in respect of the calculation of an Interest Amount, for an Interest Period, the actual number of days in the Interest Period (including the first day but excluding the last day of that Interest Period) divided by 365 (or, if any portion of that period falls in a leap year, the sum of (i) the actual number of days in that portion of the period falling in a leap year divided by 366; and (ii) the actual number of days in that portion of the period falling in a non-leap year divided by 365).

GST means any goods and services or similar tax, together with any related interest, penalties, fines or other charge.

Interest Accrual Date means, the date specified in the relevant Pricing Supplement as the date on and from which interest accrues on that VFC.

Interest Amount means, in relation to a VFC and a Tranche, the amount of interest payable in respect of the VFC and that Tranche as determined under condition 3.3.

Interest Payment Date means:

- (a) in relation to a Tranche which has been notified by the Issuer to be a 1 Month Tranche VFC Portion, initially the first Payment Date following the Issue Date of the VFC to which the 1 Month Tranche VFC Portion relates and subsequently every Payment Date thereafter;
- (b) in relation to a Tranche which has been notified by the Issuer to be a 2 Month Tranche VFC Portion, initially the second Payment Date following the Issue Date of the VFC to which the 2 Month Tranche VFC Portion relates and subsequently every second Payment Date thereafter;
- (c) in relation to a Tranche which has been notified by the Issuer to be a 3 Month Tranche VFC Portion, initially the third Payment Date following the Issue Date of the VFC to which the 3 Month Tranche VFC Portion relates and subsequently every third Payment Date thereafter; and
- (d) in relation to a Tranche which has been notified by the Issuer to be an Alternative Day Tranche VFC Portion, each date notified as such by the Issuer to the Subscribers under clause 3.5(c),

provided that the last Interest Payment Date for a Tranche will be the Maturity Date for the VFCs.

Interest Period means

- (a) in relation to the first Interest Period and a Tranche, the period commencing on (and including) the Issue Date and ending on (and excluding) the following Interest Payment Date for that Tranche;
- (b) in relation to the final Interest Period and a Tranche, the period commencing on (and including) the Interest Payment Date for that Tranche immediately preceding the Maturity Date and ending on (and excluding) the Maturity Date; and

- (c) in relation to each other Interest Period and a Tranche, each period commencing on (and including) an Interest Payment Date for that Tranche and ending on (and excluding) the following Interest Payment Date for that Tranche.

Interest Rate means, in relation to a VFC and a Tranche, the rate of interest (expressed as a per cent per annum) payable in respect of the VFC and that Tranche specified in or calculated or determined in accordance with the provisions of the relevant Pricing Supplement.

- *Issue Date* means, in relation to a VFC, the date recorded or to be recorded in the Register as the date on which the VFC is issued (being the date specified as the 'Issue Date' in the relevant Pricing Supplement).

- *Issue Price* means, in relation to a VFC, the issue price specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement.

- *Maturity Date* means, in relation to a VFC, the date specified in the relevant Pricing Supplement as the date for redemption of that VFC, or such other date as the Issuer and the VFC Holders agree in writing.

- *Outstanding Principal Amount* means, in relation to a VFC, the principal amount outstanding on that VFC from time to time.

- *Payment Date* means the 20th day of each calendar month, adjusted, if necessary, in accordance with the Business Day Convention.

- *Pricing Supplement* means:

- (a) the pricing supplement prepared in relation to the VFCs confirmed in writing by the Issuer and dated 24 August 2007; and
- (b) any other pricing supplement prepared in relation to the VFCs confirmed in writing by the Issuer after the Effective Date (as defined in the Umbrella Amending and Termination Deed).

Record Date means, in the case of payments of interest or principal, the seventh calendar day before the relevant date for payment or such other date that may be specified in the relevant Pricing Supplement.

Redemption Amount means in relation to a VFC, the Outstanding Principal Amount or such other redemption amount as may be specified in or calculated or determined in accordance with the provisions of the relevant Pricing Supplement.

Register means a register of VFC Holders maintained by the Servicer in which is entered the name and address of VFC Holders whose VFCs are carried on that Register, the amount of VFCs held by each VFC Holder, the date of issue and transfer of those VFCs and any other particulars which the Servicer sees fit.

Security means:

- (a) the security constituted by the Security Trust Deed; and
- (b) each Collateral Security.

Security Trustee means BNY Trust (Australia) Registry Limited (ACN 000 334 636).

Security Trust Deed means the deed so entitled dated 22 August 2007 between the Issuer and the Security Trustee.

Tax Act means the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)*.

Tranche means each:

- (a) 1 Month Tranche VFC Portion;
- (b) 2 Month Tranche VFC Portion;
- (c) 3 Month Tranche VFC Portion; and
- (d) Alternative Day Tranche VFC Portion.

Transfer and Acceptance Form means such form as the VFC Holders adopt in line with the then current market practice to effect a transfer of VFCs.

VFC means a variable funding certificate evidencing the rights of an investor to be paid certain moneys under the Deed, title to which is recorded in and evidenced by an inscription in the Register.

VFC Holder means a person whose name is for the time being entered in the Register as a holder of a VFC.

1.2 Deed provisions

Clauses 1.2 and 1.3 of the Deed apply to these Terms and Conditions except that each reference in them to *this Deed* is to be read as if it were a reference to *these Terms and Conditions*.

1.3 GST

- (a) All payments to be made by the Issuer in respect of the VFCs are to be made without regard to GST. If all or any part of such payment is the consideration for a taxable supply for GST purposes then, when the Issuer makes that payment, it must pay to the relevant VFC Holder an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST (currently 10%).
- (b) To the extent that GST is payable under paragraph (a) above and the relevant VFC Holder is registered for GST, that VFC Holder will promptly provide to the Issuer a tax invoice complying with the relevant GST legislation.

2. Form, title and status

2.1 Form

Each VFC is issued in registered form. The holders of those VFCs are recorded in the Register. Each VFC is a separate debt of the Issuer and may be transferred separately from any other VFC.

2.2 Registered owners

- (a) The person whose name is inscribed in the Register as the registered owner of any VFC from time to time will be treated by the Issuer as the absolute owner of such VFC for all purposes whether or not any payment in relation to such VFC is overdue and regardless of any notice of ownership, trust or any other interest inscribed in the Register.

- (b) Upon a person acquiring title to a VFC by virtue of becoming registered as the owner of that VFC, all rights and entitlements arising by virtue of the Deed in respect of that VFC vest absolutely in the registered owner of the VFC, so that no person who has previously been registered as the owner of the VFC nor any other person has or is entitled to assert against the Issuer or the registered owner of the VFC for the time being and from time to time any rights, benefits or entitlements in respect of the VFC.

2.3 Currency and denominations

- (a) VFCs will be denominated in Australian dollars.
- (b) VFCs will be issued in minimum denominations as specified in the relevant Pricing Supplement.
- (c) In the case of VFCs issued in Australia, those VFCs may only be issued if the consideration payable to the Issuer by the relevant VFC Holder is a minimum of A\$500,000 (disregarding amounts, if any, lent by the Issuer or other person offering the VFCs or its associates (within the meaning of those expressions in Part 6D.2 of the Corporations Act)) or otherwise in a manner which does not require disclosure to be made under Section 708 of the Corporations Act.

2.4 Inscription conclusive

Each inscription in the Register in respect of a VFC is:

- (a) sufficient and conclusive evidence to all persons and for all purposes that the person whose name is so inscribed, is the registered owner of the VFC;
- (b) for the benefit of the relevant VFC Holder, evidence that a separate and individual acknowledgement by the Issuer of its Finance Debt to that person is constituted by the Deed and of the vesting in such person of all rights vested in a VFC Holder by the Deed; and
- (c) evidence that the person whose name is so inscribed is entitled to the benefit of an unconditional and irrevocable undertaking and promise by the Issuer to be constituted by the Deed, that the Issuer will make all payments of principal and interest (if any) in respect of the VFC in accordance with these Terms and Conditions.

2.5 Manifest errors

The making of, or the giving effect to, a manifest error in an inscription into the Register will not avoid the constitution, issue or transfer of a VFC. The Issuer shall procure that the Servicer correct any manifest error of which it becomes aware.

2.6 No certificate

- (a) Except as permitted under paragraph (b) below, no certificate or other evidence of title shall be issued by or on behalf of the Issuer to evidence title to a VFC unless the Issuer determines that certificates should be made available or that it is required to do so under any applicable law or regulation.
- (b) The Issuer agrees, on request by a VFC Holder, to provide to the VFC Holder, at the Issuer's expense, a certified extract of the particulars entered on the Register in relation to that VFC Holder and the VFCs held by it.

2.7 Status

The VFCs are direct, unsubordinated obligations of the Issuer secured by the Security. The VFCs rank at least equally with all present and future unsubordinated and unsecured obligations of the Issuer.

3. Interest

3.1 Period of accrual of interest

Interest accrues on VFCs, from the relevant Interest Accrual Date at the applicable Interest Rate. Interest ceases to accrue on such VFCs from the relevant Maturity Date unless default is made in the payment of any principal amount in respect of such VFCs. In that event any overdue principal of a VFC continues to bear interest at the default rate specified in the relevant Pricing Supplement, both before and after any judgement, until it is paid in full to the relevant VFC Holder.

3.2 Payment Dates

The Issuer shall pay interest on each relevant Interest Payment Date.

3.3 Calculation of Interest Amount

In respect of a VFC and a Tranche, the Interest Amount must be calculated by applying the applicable Interest Rate to the Outstanding Principal Amount of each applicable VFC or the portion of the Outstanding Principal Amount of each applicable Tranche, multiplying such sum by the Day Count Basis for the relevant Interest Period and rounding the resultant figure to the nearest cent (half a cent being rounded downwards).

3.4 Notification of Interest Rate and Interest Amount

The Issuer will, if requested in writing by a VFC Holder, notify that VFC Holder of the Interest Rate, the Interest Amount and the relevant Interest Payment Date in respect of the VFCs and any Tranche.

3.5 Interest Period

- (a) Subject to paragraph (b) below, at least 2 Business Days prior to an Interest Payment Date for a Tranche, the Issuer must ensure that all amounts which constitute the Outstanding Principal Amounts of the VFCs which form part of such Tranche have been notified to the VFC Holders in writing as constituting any one or more of the following:

- (i) a 1 Month Tranche VFC Portion;
- (ii) a 2 Month Tranche VFC Portion;
- (iii) a 3 Month Tranche VFC Portion; or
- (iv) an Alternative Day Tranche VFC Portion,

for the purposes of the period commencing on that Interest Payment Date.

- (b) Any amounts which constitute the Outstanding Principal Amounts of the VFCs for which the Issuer fails to provide notice in writing as constituting a Tranche in accordance with paragraph (a) above shall be deemed to constitute a 3 Month Tranche VFC Portion for the relevant Interest Period.

- (c) If the Issuer notifies the VFC Holders that the Outstanding Principal Amounts of the VFCs constitute an Alternative Day Tranche VFC Portion in accordance with paragraph (a)(iv) above, the relevant notice must specify each Interest Payment Date for such Alternative Day Tranche VFC Portion provided that each such Interest Payment Date must not be more than 3 months from the date of that notice.

4. Transfers

4.1 Transferable Amount

VFCs may be transferred in whole only in accordance with these Terms and Conditions. Unless otherwise specified in the relevant Pricing Supplement, the VFCs are transferable in integral multiples of A\$10,000 subject to a minimum amount payable of A\$500,000 (disregarding amounts, if any, lent by the Issuer or other person offering the VFCs or its associates (within the meaning of those expressions in Part 6D.2 of the Corporations Act)) for transfers of VFCs in, to or from Australia unless the transfer is otherwise in a manner which does not require disclosure under Section 708 of the Corporations Act.

4.2 Transfers of VFCs

VFCs are transferable without the consent of the Issuer.

4.3 Transfer and Acceptance Forms for VFCs

Subject to condition 4.4, a VFC is transferable in whole (but not in part) by a duly completed and (if applicable) stamped Transfer and Acceptance Form. Unless a contrary intention is expressed in a Transfer and Acceptance Form, all contracts relating to the transfer of VFCs are governed by the laws applicable to the VFCs. The Issuer is not obliged to stamp the Transfer and Acceptance Form.

4.4 Registration requirements for transfer

Every Transfer and Acceptance Form in respect of VFCs must be:

- (a) signed by the transferor and the transferee;
- (b) delivered to the office of the Issuer for registration;
- (c) accompanied by such evidence as the Issuer may reasonably require to prove the title of the transferor or the transferor's right to transfer those VFCs; and
- (d) duly stamped, if necessary.

4.5 Registration of transfers

Subject to this condition 4, the Issuer must ensure that the Servicer registers a transfer of VFCs. Upon entry of the name of the transferee in the Register, the Issuer must recognise the transferee as the VFC Holder entitled to the VFCs the subject of the transfer. Entry of the transferee's name in the Register constitutes conclusive proof of ownership by that transferee of those VFCs. The transferor remains the owner of the relevant VFCs until the transferee's name is entered in the Register in respect of those VFCs.

4.6 No fee

No fee or other charge is payable to the Issuer in respect of the transfer or registration of any VFC, provided taxes, duties or other governmental charges (if any) imposed in relation to such transfer or registration have been paid.

4.7 Destruction

Any Transfer and Acceptance Form may be destroyed by the Issuer after the entry in the Register of the particulars set out in the Transfer and Acceptance Form.

4.8 Deceased persons

The Issuer may decline to give effect to a transfer of any VFCs entered in the Register in the name of a deceased person who has two or more personal representatives unless the Transfer and Acceptance Form is executed by all of them.

5. Redemption and purchase

5.1 Maturity

Unless previously redeemed or purchased and cancelled in accordance with these Terms and Conditions, the Issuer must redeem each VFC on its Maturity Date at its Redemption Amount.

5.2 Purchase

The Issuer may at any time purchase VFCs in the open market, by tender to all or some only of the VFC Holders or by private agreement. VFCs purchased by or for the account of the Issuer may be cancelled or re-sold (and may be held pending resale), at the option of the Issuer.

6. Payments

6.1 Payments to VFC Holders

All payments under a VFC must be made by the Issuer:

- (a) to the account notified by the relevant VFC Holder to the Issuer or, in the absence of that notification by close of business on the relevant Record Date, by direct bank transfer:
 - (i) on the relevant Interest Payment Date (in the case of payments of interest); or
 - (ii) on the due date for redemption or repayment (in the case of repayments of principal) in accordance with the VFC Subscription Agreement,

to the VFC Holder of such VFC appearing in the Register as at 5:00pm on the relevant Record Date; and

- (b) without set-off or counterclaim or any other deduction unless required by law.

6.2 Method of Payment

A payment made by electronic transfer is for all purposes taken to be made when the Issuer gives an irrevocable instruction for the making of that payment by electronic transfer, being an instruction which would be reasonably expected to result, in the ordinary course of banking business, in the relevant funds reaching the account of the VFC Holder on the same day as the day on which the instruction is given.

6.3 Business Days

- (a) If a payment is due under a VFC on a day which is not a Business Day the date for payment will be adjusted according to the Business Day Convention applicable to that VFC.
- (b) If payment is to be made to an account on a day on which banks are not open for general banking business in the city in which the account is located, the VFC Holder is not entitled to payment of such amount until the next day on which banks in such city are open for general banking business and is not entitled to any interest or other payment in respect of any such delay.

6.4 Payments subject to fiscal laws

All payments are subject to condition 7 and to any applicable fiscal or other laws and regulations.

7. Taxation

7.1 Payments made free and clear

Payments in respect of the VFCs are subject in all cases to applicable provisions of fiscal and other laws and regulations. All payments under the VFCs must be made free and clear of, and without deduction for, or by reference to, any present or future taxes of any Government Agency of Australia or any political subdivision or taxing authority in it unless required by law.

7.2 Tax file number or Australian business number

The Issuer or any person making payments on behalf of the Issuer may deduct tax-at-source on interest payments to a VFC Holder at the rate required by the Tax Act unless the Issuer receives written notice of the VFC Holder's tax file number or Australian business number (if any) or evidence of any exemption the VFC Holder may have from the need to advise the Issuer of its tax file number or Australian business number (if any). The tax file number, Australian business number or appropriate evidence (as the case may be) must be received by the Issuer on or before the Record Date in respect of each relevant Payment Date.

8. Register

8.1 Issuer's Role in relation to the Register

The Issuer agrees, subject to any relevant Pricing Supplement, to procure the Servicer do the following things:

- (a) establish and maintain the Register in Sydney;
- (b) enter or cause to be entered in the Register:
 - (i) the name and address of each VFC Holder and the respective amounts of VFCs held by them;
 - (ii) any increase or decrease in the Outstanding Principal Amount of the VFC made in accordance with the Transaction Documents;

- (iii) the information specified in the relevant Pricing Supplement in respect of the relevant VFCs;
- (iv) the date on which a person becomes a VFC Holder;
- (v) the date on which a person ceases to be a VFC Holder; and
- (vi) the date on which each relevant VFC is redeemed or is purchased and cancelled.

8.2 Multiple VFC Holders

No VFC may be held by more than one person.

8.3 VFC Holder Change of Address

A VFC Holder must promptly notify any change of address to the Issuer with a copy to the Servicer.

8.4 Closing of Register

The registration of the transfer of a VFC may be suspended by the Servicer on behalf of the Issuer (and the Register shall be closed for the purpose of determining entitlements to payment) after the close of business on the Record Date in respect of each Payment Date (if any) and each Maturity Date of the VFC or such lesser number of days as may be agreed by the Servicer on behalf of the Issuer and notified promptly by the Issuer to the VFC Holders.

8.5 Transfer on death, bankruptcy or liquidation of VFC Holder

The Issuer must procure the Servicer to register a transfer of a VFC to or by a person who is entitled to do so in consequence of:

- (a) the death or bankruptcy (in the case of natural persons) or the liquidation or winding up (in the case of a corporation) of a VFC Holder; or
- (b) the making of any vesting orders by a court or other judicial or quasi judicial body,

in accordance with any applicable laws and upon such evidence as the Issuer or the Servicer may require.

8.6 Trusts

Except as provided by statute or as required by order of a court of competent jurisdiction, no notice of any trust (whether express, implied or constructive) may be entered in the Register in respect of a VFC and neither the Servicer nor the Issuer is obliged to recognise any trust.

9. Undertakings

The Issuer shall comply with all its obligations under the Transaction Documents, including the cash flow methodology in the VFC Subscription Agreement.

10. Events of Default

10.1 Enforcement

After the occurrence of an Issuer Event of Default, the Voting Chargee may declare the Outstanding Principal Amount of each VFC to be due and payable. Upon that occurring, subject to the Security Trust Deed, the Voting Chargee may instruct the Security Trustee by Extraordinary Resolution to enforce the Security.

10.2 No action unless through Security Trustee

No VFC Holder may take any action against the Issuer to enforce its rights in respect of the VFCs otherwise than in accordance with the Security Trust Deed.

10.3 Notification of Issuer Event of Default

If an Issuer Event of Default occurs, the Issuer must promptly after becoming aware of it, notify the Voting Chargee and the Security Trustee of the occurrence of the Issuer Event of Default (specifying details of it).

11. Time limit for claims

A claim against the Issuer for a payment under a VFC is void unless made within five years of the due date for that payment or the date, if later, on which that payment is fully provided for by the Issuer.

12. Notices

12.1 Issuer, etc

A notice or other communication to the Issuer, the VFC Holders, the relevant Subscriber or the Security Trustee in connection with a VFC:

(a) must be in writing addressed as follows:

(i) if to the Issuer, to:

Address: Level 2
15 Bourke Road
Mascot NSW 2020
Facsimile: +61 2 9353 9017
Attention: George Proos, Vice President and Managing Director

with a copy to:

Address: World Headquarters
6 Sylvan Way
Parsippany
NJ 07054
United States of America
Facsimile: +1 973-496-3560
Attention: Treasury Department, U.S.A

and with a copy to:

Address: Private Bag 92809
Penrose
Auckland 6
New Zealand
Facsimile: +64 9 526 2828
Attention: Treasury Department, New Zealand

(ii) if to a VFC Holder, to the address (and details, if any) determined in accordance with Condition 12.2(a);

(iii) if to a Subscriber, to the address (and details, if any) determined in accordance with Condition 12.3; and

(iv) if to the Security Trustee, to:

Address: Level 2, 35 Clarence Street, Sydney, New South Wales, 2000
Facsimile: +61 2 8295 8649
Attention: The Head of Relationship Management; and

(b) is taken to be given or made, as the case may be, on the date it is received (which, in the case of a facsimile is deemed to be the time indicated in a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this Condition 12) except that if it is received after 4.00pm in the place of receipt or on a day which is not a Business Day in that place it is taken to be received on the next succeeding Business Day in that place.

12.2 VFC Holders

A notice or other communication to a VFC Holder in connection with a VFC:

(a) must be in writing and may be given by prepaid post or delivery to the address of the VFC Holder as shown in the Register at the close of business 7 days prior to the despatch of the relevant notice or communication; and

(b) is taken to be given or made, as the case may be, on the date the notice or other communication is so posted or delivered, as the case may be.

12.3 Subscribers

A notice or other communication to a Subscriber in connection with a VFC must be in writing and addressed as follows:

(a) if to Westpac Banking Corporation, to:

Address: Level 2, 275 Kent Street, Sydney, New South Wales, 2000
Facsimile: +61 2 8254 6941
Attention: Director/Associate Director, Structured and Asset Finance (2M15);

(b) if to Commonwealth Bank of Australia, to:

Address: Level 23, 201 Sussex Street, Sydney, New South Wales, 2000

Facsimile: +61 2 9118 1005

Attention: Head of Operations, Corporate Finance Securitisation;

and

(c) if to Bank of America, N.A. (Australia Branch), to:

Address: Level 63, MLC Centre, 19-29 Martin Place, Sydney,

New South Wales, 2000

Facsimile: +61 2 9221 5781

Attention: Operations- Phil Katipunan/Jay Wong;

with a copy to:

Company: Merrill Lynch International Australia

Address: Level 38, Governor Phillip Tower, 1 Farrer Place, Sydney,

New South Wales, 2000

Facsimile: +61 2 9221 5781

Attention: Matthew Cooke and John Debevec.

13. Meetings of VFC Holders

Meetings of VFC Holders may be convened in accordance with the meeting provisions in the Security Trust Deed. Any such meeting may consider any matters affecting the interests of VFC Holders, including, without limitation, the variation of the terms of the VFCs and the granting of approvals, consents and waivers, and the declaration of an Issuer Event of Default.

14. Amendments

These Terms and Conditions and the Pricing Supplement may be amended only in accordance with the Security Trust Deed.

15. Further issues

The Issuer may from time to time and without the consent of the VFC Holders create and issue further VFCs or securities or other similar instruments.

16. Governing law, jurisdiction

16.1 Governing Law

The VFCs are governed by the law in force in New South Wales.

16.2 Jurisdiction

The Issuer and the VFC Holders irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

Each attorney executing this Deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

EXECUTED as a deed poll in Sydney.

ISSUER

SIGNED SEALED and DELIVERED
on behalf of **AB Funding Pty Ltd**

)
)
)
)
)

by its attorney in the presence of:

Witness

Signature

Print name

Print name

Executed as a deed

Issuer

Signed sealed and delivered by
AB Funding Pty Ltd
by its attorney

*sign
here ▶*

/s/ **George J. Proos**

Attorney

*print
name*

George J. Proos

in the presence of

*sign
here ▶*

/s/ **Cress John Dawson**

Witness

*print
name*

Cress John Dawson

Servicer and WTH

Signed sealed and delivered by

W T H Pty Ltd

by its attorney

*sign
here ▶*

/s/ George J. Proos

Attorney

*print
name*

George J. Proos

in the presence of

*sign
here ▶*

/s/ Cress John Dawson

Witness

*print
name*

Cress John Dawson

BRAC

Signed sealed and delivered by

Budget Rent A Car Australia Pty Ltd

by its attorney

*sign
here ▶*

/s/ George J. Proos

Attorney

*print
name*

George J. Proos

in the presence of

*sign
here ▶*

/s/ Cress John Dawson

Witness

*print
name*

Cress John Dawson

Security Trustee

Signed sealed and delivered by
BNY Trust (Australia) Registry Limited
by its attorney

sign
here ►

/s/ **Andrea Ruver**

Attorney

print
name

Andrea Ruver

in the presence of

sign
here ►

/s/ **Simon Schuler**

Witness

print
name

Simon Schuler

VFC Subscriber, Existing VFC Holder and Westpac

Signed sealed and delivered by
Westpac Banking Corporation
by its attorney

sign
here ►

/s/ **Philip McEwen**

Attorney

print
name

Philip McEwen

in the presence of

sign
here ►

/s/ **Richard Kouch**

Witness

print
name

Richard Kouch

/s/ **Michael Moloney**

Attorney

Michael Moloney

in the presence of

/s/ **Richard Kouch**

Witness

Richard Kouch

VFC Subscriber, Existing VFC Holder and CBA

Signed sealed and delivered by
Commonwealth Bank of Australia
by its attorney

sign
here ►

/s/ **Elizabeth Lovell**

Attorney

print
name

Elizabeth Lovell

in the presence of

sign
here ►

/s/ **Sally Ng**

Witness

print
name

Sally Ng

VFC Subscriber, New VFC Holder and BANA

Signed sealed and delivered by

Bank of America, N.A. (Australia Branch)

by its attorney

*sign
here ▶*

/s/ **Charles Wenmohs**

Attorney

*print
name*

/s/ **Charles Wenmohs**

in the presence of

*sign
here ▶*

Alexandra Hunter

Witness

*print
name*

Alexandra Hunter



**AVIS BUDGET GROUP ANNOUNCES PRICING
OF \$250 MILLION OF SENIOR NOTES**

PARSIPPANY, N.J., September 21, 2011 — Avis Budget Group, Inc. (**NASDAQ: CAR**) (the “Company”) announced today that its wholly-owned subsidiary, AE Escrow Corporation, has priced an offering of \$250 million aggregate principal amount of 9.75% senior notes due 2020. The sale of the new notes is expected to be completed on or about October 3, 2011, subject to customary closing conditions.

The notes were priced at par, and the proceeds of the offering will be placed in escrow pending the completion of the Company’s previously announced acquisition of Avis Europe plc (“Avis Europe”). At the time the proceeds are released from escrow, the notes will become senior unsecured obligations of Avis Budget Car Rental, LLC and will be guaranteed on a senior basis by Avis Budget Group, Inc. and certain of its domestic subsidiaries. Avis Budget Group intends to use the net proceeds of the offering primarily to partially fund the acquisition of Avis Europe and pay fees and expenses in connection with the acquisition and the offering.

The notes and the related guarantees will be offered in the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States pursuant to Regulation S under the Securities Act. The notes and the related guarantees have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements.

This press release shall not constitute an offer to sell nor the solicitation of an offer to buy the notes or any other securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which, or to any person to whom, such an offer, solicitation or sale is unlawful. Any offers of the notes will be made only by means of a private offering memorandum.

Forward-Looking Statements

This press release contains certain forward-looking statements that are subject to known and unknown risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Such risks and uncertainties include, but are not limited to, the anticipated acquisition of Avis Europe and whether the offering will be completed. Important assumptions and other important factors that could cause actual results to differ materially from those in the forward-looking statements are specified in Avis Budget Group's Annual Report on Form 10-K for the year ended December 31, 2010 and

Quarterly Report on Form 10-Q for the period ended June 30, 2011, including under headings such as “Forward-Looking Statements”, “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in other filings and furnishings made by the Company with the SEC from time to time. Except to the extent required by applicable federal securities laws, the Company undertakes no obligation to release publicly any revisions to any forward-looking statements, to report events or to report the occurrence of unanticipated events.

About Avis Budget Group, Inc.

Avis Budget Group is a leading vehicle rental operator in the United States, Canada, Australia, New Zealand and certain other regions through its Avis and Budget brands. In addition, the Company has licensed operations in more than 100 countries that allow it to serve commercial and leisure travelers throughout the world and has an agreement to acquire Avis Europe plc, its licensee in Europe, the Middle East, Africa and parts of Asia. Avis Budget Group is headquartered in Parsippany, N.J. and has more than 21,000 employees. For more information about Avis Budget Group, visit www.avisbudgetgroup.com.

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