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

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**FORM 8-K**

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

**Date of Report (Date of Earliest Event Reported): April 30, 2025**

**Avis Budget Group, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other jurisdiction  
of incorporation)

**001-10308**  
(Commission  
File Number)

**06-0918165**  
(I.R.S. Employer  
Identification No.)

**379 Interpace Parkway**  
**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.):

- 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))

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

<b>Title of Each Class</b>	<b>Trading Symbol(s)</b>	<b>Name of Each Exchange on Which Registered</b>
Common Stock, par value \$0.01	CAR	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.***Avis Budget Rental Car Funding (AESOP) Facilities*

On April 30, 2025 (the “Closing Date”), Avis Budget Group, Inc.’s (the “Company”, “we” or “our”) Avis Budget Rental Car Funding (AESOP) LLC subsidiary (“ABRCF”) completed an amendment and extension of its asset-backed variable-funding financing facilities, which provide a portion of the financing for our car rental fleet in the United States. This financing is comprised of the Series 2010-6 Notes facility and the Series 2015-3 Notes facility, and the notes are secured primarily by vehicles in our domestic fleet and other related assets. Pursuant to the amendments, excluding the Class R Notes, which are held by one of our subsidiaries, the aggregate amount of the Series 2010-6 Notes facility was increased from approximately \$2.436 billion to \$3.042 billion, and the aggregate amount of the Series 2015-3 Notes facility was increased from approximately \$164 million to \$198 million. These increased aggregate amounts will be reduced by \$507 million and \$33 million, respectively, on November 1, 2025. Each of the Series 2010-6 Notes and the Series 2015-3 Notes is a two-year facility.

The foregoing summary of the amendments is qualified in its entirety by reference to the full text of the Second Amendment to Sixth Amended and Restated Series 2010-6 Supplement, a copy of which is attached hereto as Exhibit 10.1, and the Second Amendment to Fourth Amended and Restated Series 2015-3 Supplement, a copy of which is attached hereto as Exhibit 10.2, respectively, and, in each case, which is incorporated by reference herein.

Certain purchasers of the notes, the trustee and their respective affiliates have performed, and may in the future perform, various commercial banking, investment banking and other financial advisory services for us and our subsidiaries for which they have received, and will receive, customary fees and expenses.

*Amendment to Fourth Amended and Restated Cooperation Agreement*

On May 6, 2025, we entered into an amendment (the “Amendment”) to the Fourth Amended and Restated Cooperation Agreement (the “Cooperation Agreement”), dated as of December 23, 2022, among the Company, SRS Investment Management, LLC and certain of its affiliates (together, “SRS”). Pursuant to the Cooperation Agreement, at any meeting of the Company’s stockholders, SRS must exercise the voting rights of any of the voting securities it beneficially owns exceeding 35% of the Company’s outstanding voting securities (the “Excess Shares”) in the same proportion as all other voting securities not owned by SRS. Under the Cooperation Agreement, broker non-votes and abstentions are calculated as votes “against” for purposes of determining how the Excess Shares shall be voted. The Amendment provides that broker non-votes and abstentions shall not impact how the Excess Shares are voted. The Amendment applies to the Company’s 2025 annual meeting of stockholders, but not to future meetings.

**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 of this report with respect to the Second Amendment to the Sixth Amended and Restated Series 2010-6 Supplement and the Second Amendment to Fourth Amended and Restated Series 2015-3 Supplement is incorporated into this Item 2.03 by reference.

**Item 9.01 Financial Statements and Exhibits.**

The following exhibits are filed as part of this report:

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Second Amendment, dated as of April 30, 2025, to Sixth Amended and Restated Series 2010-6 Supplement, dated as of March 4, 2024, by and among Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, Avis Budget Car Rental, LLC, as Administrator, JPMorgan Chase Bank, N.A., as Administrative Agent, the Non-Conduit Purchasers, the CP Conduit Purchasers, the Committed Note Purchasers, the APA Banks and the Funding Agents named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and as Series 2010-6 Agent.</u></a>
10.2	<a href="#"><u>Second Amendment, dated as of April 30, 2025, to Fourth Amended and Restated Series 2015-3 Supplement, dated as of March 4, 2024, by and among Avis Budget Rental Car Funding (AESOP) LLC, as Issuer, Avis Budget Car Rental, LLC, as Administrator, JPMorgan Chase Bank, N.A., as Administrative Agent, the Non-Conduit Purchasers, the CP Conduit Purchasers, the Committed Note Purchasers, the APA Banks and the Funding Agents named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and as Series 2015-3 Agent.</u></a>
10.3	<a href="#"><u>First Amendment, dated May 6, 2025, to the Fourth Cooperation Agreement, dated as of December 23, 2022, by and among Avis Budget Group, Inc., SRS Investment Management, LLC and certain of its affiliates.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURE**

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/ Jean M. Sera  
Name: Jean M. Sera  
Title: Senior Vice President, General Counsel, Chief  
Compliance Officer and Corporate Secretary

Date: May 6, 2025

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SECOND AMENDMENT TO  
THE SIXTH AMENDED AND RESTATED SERIES 2010-6 SUPPLEMENT

This SECOND AMENDMENT TO THE SIXTH AMENDED AND RESTATED SERIES 2010-6 SUPPLEMENT (this "Amendment"), dated as of April 30, 2025 amends the Sixth Amended and Restated Series 2010-6 Supplement (as amended to date, the "Series 2010-6 Supplement"), dated as of March 4, 2024, among AVIS BUDGET RENTAL CAR FUNDING (AESOP) LLC, a special purpose limited liability company established under the laws of Delaware ("ABRCF"), AVIS BUDGET CAR RENTAL, LLC, a limited liability company established under the laws of Delaware, as administrator (the "Administrator"), JPMORGAN CHASE BANK, N.A., a national banking association, as administrative agent (the "Administrative Agent"), the several banks set forth on Schedule I thereto as Non-Conduit Purchasers (each, a "Non-Conduit Purchaser"), the several commercial paper conduits listed on Schedule I thereto (each, a "CP Conduit Purchaser"), the several banks set forth opposite the name of each CP Conduit Purchaser on Schedule I thereto (each, an "APA Bank" with respect to such CP Conduit Purchaser), the several agent banks set forth opposite the name of each CP Conduit Purchaser on Schedule I thereto (each, a "Funding Agent" with respect to such CP Conduit Purchaser), the entities set forth on Schedule I thereto as Committed Note Purchasers (each, a "Committed Note Purchaser"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as agent for the benefit of the Series 2010-6 Noteholders (in such capacity, the "Series 2010-6 Agent"), to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, between ABRCF and the Trustee (as amended, modified or supplemented from time to time, exclusive of Supplements creating a new Series of Notes, the "Base Indenture"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Definitions List attached as Schedule I to the Base Indenture (as amended through the date hereof) or the Series 2010-6 Supplement, as applicable.

WITNESSETH:

WHEREAS, pursuant to Section 12.2 of the Base Indenture, any Supplement thereto may be amended with the consent of ABRCF, the Trustee, any applicable Enhancement Provider and in connection with certain amendments, either the Required Noteholders of a Series of Notes or each affected Noteholder, as applicable;

WHEREAS, pursuant to Section 11.11 of the Series 2010-6 Supplement, (x) the Series 2010-6 Supplement may be amended in accordance with Section 12.2 of the Base Indenture and (y) the requirement contained in Section 12.2 of the Base Indenture for consent by the Required Noteholders to the amendment of the Series 2010-6 Supplement shall be satisfied upon attaining the consent of the Requisite Noteholders;

WHEREAS, the parties desire to amend the Series 2010-6 Supplement to (i) extend the expiry date with respect to the Class A Notes and the Class B Notes, (ii) extend the Reduction Date, (iii) add an additional Purchaser Group, (iv) revise the definition of U.K. Securitisation Regulation and related provisions to reflect recent changes in law, (v) revise the definition of Discount to allow certain flexibility in selecting the applicable rate of interest or discount for the respective commercial paper conduit, (vi) replace Schedule I thereto with a new Schedule I in the form of Schedule A to this Amendment and (vii) replace Exhibits J through W thereto with new Exhibits J through W in the form of Schedule B to this Amendment; and

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WHEREAS, ABRCF has requested the Trustee, the Series 2010-6 Agent, the Administrator, the Administrative Agent and the Series 2010-6 Noteholders to, and, upon the effectiveness of this Amendment, ABRCF, the Trustee, the Series 2010-6 Agent, the Administrator, the Administrative Agent and each Series 2010-6 Noteholder have agreed to, make the amendments described above as set forth herein.

NOW, THEREFORE, it is agreed:

1. Amendment of Definitions. The following definitions are hereby amended and restated as follows, (i) by deleting the text thereof which is lined out and (ii) by inserting the text thereof which is double underlined:

“Class A Scheduled Expiry Date” means, with respect to any Purchaser Group of the Class A Notes, ~~April 1, 2026~~April 1, 2027, as such date may be extended in accordance with Section 2.6(b).

“Class B Scheduled Expiry Date” means, with respect to any Purchaser Group of the Class B Notes, ~~May 1, 2025~~April 1, 2026, as such date may be extended in accordance with Section 2.6(b).

“Discount” means as of any day, (a) with respect to any Match Funding CP Conduit Purchaser, the interest or discount component of the Commercial Paper issued by, or for the benefit of, such Match Funding CP Conduit Purchaser to fund or maintain the CP Conduit Funded Amount with respect to such Match Funding CP Conduit Purchaser, including an amount equal to the portion of the face amount of the outstanding Commercial Paper issued to fund or maintain the CP Conduit Funded Amount with respect to such CP Conduit Purchaser that corresponds to the portion of the proceeds of such Commercial Paper that was used to pay the interest or discount component of maturing Commercial Paper issued to fund or maintain such CP Conduit Funded Amount, to the extent that such CP Conduit Purchaser has not received payments of interest in respect of such interest component prior to the maturity date of such maturing Commercial Paper, and including the portion of such interest or discount component constituting dealer or placement agent commissions and (b) with respect to any Pooled Funding CP Conduit Purchaser, the amount of interest or discount to accrue on or in respect of the Commercial Paper issued by, or for the benefit of, such Pooled Funding CP Conduit Purchaser allocated, in whole or in part, by the Funding Agent with respect to such Pooled Funding CP Conduit Purchaser (or, in the sole discretion of such Funding Agent, such other rate of interest or discount accruing on commercial paper issued by any other commercial paper conduit administered by the Funding Agent), to fund the purchase or maintenance of the CP Conduit Funded Amount with respect to such Pooled Funding CP Conduit Purchaser (including, without limitation, any interest attributable to the commissions of placement agents and dealers in respect of such Commercial Paper and any costs associated with funding small or odd-lot amounts, to the extent that such commissions or costs are allocated, in whole or in part, to such Commercial Paper by such Funding Agent).

“EU/UK Retained Interest” means a material net economic interest in the form of the retention of the first loss tranche (within the meaning of paragraph 3(d) of Article 6 of the ~~Securitisation Regulations~~ EU Securitisation Regulation and SECN 5.8.8R (1)(d)) by way of holding Class R Notes with a Class R Invested Amount of not less than 5% of the Retention Basis Amount.”

“Reduction Date” means November 1, ~~2024~~ 2025.

“U.K. Securitisation Regulation” means ~~the EU Securitisation Regulation enacted as retained direct EU law in the U.K. by virtue of the operation of the European Union (Withdrawal) Act 2018, as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (SI 2019/660), collectively, the UK’s Securitisation Regulations 2024 (SI 2024/102), as amended (“SR 2024”), the securitisation sourcebook of the handbook of rules and guidance adopted by the FCA (“SECN”) and the Securitisation Part of the rulebook of published policy of the PRA (“PRASR”), together with the relevant provisions of the UK’s Financial Services and Markets Act 2000~~ (in each case, as amended, varied or substituted from time to time).

2. Amendment of Section 8.2. Section 8.2(m)(viii) is hereby amended and restated as follows, (i) by deleting the text thereof which is lined out and (ii) by inserting the text thereof which is double underlined:

(viii) provide any and all information requested by any Series 2010-6 Noteholder that any such Series 2010-6 Noteholder would reasonably require in order for such Series 2010-6 Noteholder to comply with its obligations under the Securitisation Regulations; provided that (x) compliance by AESOP Leasing with this clause (viii) shall be at the expense of the requesting Non-Conduit Purchaser, Funding Agent, CP Conduit Purchaser or APA Bank and (y) nothing in this clause (viii) shall oblige AESOP Leasing to provide any information in the form of any template prescribed for purposes of Article 7 of the ~~Securitisation Regulations~~ EU Securitisation Regulation and SECN 6, or to take any other action in accordance with, or in a manner contemplated by, such Article 7 of the ~~Securitisation Regulations~~ EU Securitisation Regulation and SECN 6 unless otherwise agreed with a Series 2010-6 Noteholder;

3. Amendment of Schedule I. Schedule I of the Series 2010-6 Supplement is hereby deleted in its entirety and substituted with Schedule I, as it appears in Schedule A hereto.

4. Amendment of Exhibits J through W. Exhibits J through W of the Series 2010-6 Supplement are hereby deleted in its entirety and substituted with Exhibits J through W, each as it appears in Schedule B hereto.

5. Addition of Purchaser Group; Reallocation of Commitments. Pursuant to Section 2.6(e) of the Sixth A&R Series 2010-6 Supplement, ABRCF hereby adds Banner Trust as an Additional CP Conduit Purchaser (the “TD Bank CP Conduit”), The Toronto-Dominion Bank as the Related Additional APA Bank (together, with the TD Bank CP Conduit, the “TD Bank Purchaser Group”) and TD Securities Inc. as the related Additional Funding Agent with the final

result being that each Purchaser Group, including the TD Bank Purchaser Group, shall have the applicable Class A Maximum Purchaser Group Invested Amount set forth on Schedule I. The Purchaser Group Addition Date with respect to such addition shall be the effective date of the Second Amendment to the Sixth A&R Series 2010-6 Supplement. By its execution hereof, (x) the Administrative Agent consents to such additions and (y) the Administrative Agent and each other Purchaser Group waive any advance notice requirement pursuant to Section 2.6(e) of the Sixth A&R Series 2010-6 Supplement solely in connection with such additions. The parties hereto agree and acknowledge that the TD Bank Purchaser Group takes the interests being assigned hereunder by the other Purchaser Groups without recourse, representation or warranty from such Purchaser Groups. In connection with the actions set forth in this Section 5, each Purchaser Group shall assign or accept an assignment of such portion of the Class A Invested Amount outstanding on the A&R Effective Date such that the Class A Purchaser Group Invested Amount with respect to each Purchaser Group shall equal the product of (x) its Class A Commitment Percentage (after giving effect to the actions set forth in this Section 5) and (y) the Series 2010-6 Invested Amount (after giving effect to any Increase or Decrease on the Amendment Effective Date).

6. Direction. By their signatures hereto, each of the undersigned (excluding The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee and Series 2010-6 Agent) hereby authorize and direct the Trustee and Series 2010-6 Agent to execute this Amendment and take any and all further action necessary or appropriate to give effect to the transaction contemplated hereby.

7. This Amendment is limited as specified and, except as expressly stated herein, shall not constitute a modification, acceptance or waiver of any other provision of the Series 2010-6 Supplement.

8. This Amendment shall become effective on the later of (x) the date hereof and (y) the date on which each of the following shall have occurred: (i) each of ABRCF, the Administrator, the Administrative Agent and each Series 2010-6 Noteholder shall have executed and delivered this Amendment to the Trustee, and the Trustee shall have executed this Amendment, (ii) the Rating Agency Consent Condition shall have been satisfied with respect to this Amendment, (iii) each Funding Agent shall have received a letter, in form and substance satisfactory to such Funding Agent, from each of Moody's, Standard & Poor's and/or Fitch, as applicable, confirming the commercial paper rating of the related CP Conduit Purchaser after the effectiveness of this Amendment, (iv) all certificates and opinions of counsel required under the Base Indenture or by the Series 2010-6 Noteholders shall have been delivered to the Trustee and the Series 2010-6 Noteholders, as applicable, (v) the Administrative Agent shall have received, to the extent reasonably requested by the Administrative Agent (or by any Funding Agent or Non-Conduit Purchaser through the Administrative Agent) from the Administrator, all documentation and other information about ABRCF and its Affiliates required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, (vi) the amendment, dated as of the date hereof, to the Series 2015-3 Supplement shall have been executed and delivered by the parties thereto and all conditions precedent to the effectiveness thereof shall have been satisfied or waived and (vii) ABRCF shall have delivered a transaction summary, as required to be disclosed pursuant to Article 7 of the EU Securitization Regulation, in final form (such later date, the "Amendment Effective Date").

9. From and after the Amendment Effective Date, all references to the Series 2010-6 Supplement shall be deemed to be references to the Series 2010-6 Supplement as amended hereby.

10. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic mail in a "pdf" file shall be effective as delivery of a manually executed counterpart of this Amendment. The parties agree that this Amendment may be executed and delivered by electronic signatures and that the signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

11. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be duly executed by their respective duly authorized officers as of the date above first written.

AVIS BUDGET RENTAL CAR FUNDING (AESOP) LLC,  
as Issuer

By: /s/ David Calabria  
Name: David Calabria  
Title: Senior Vice President and Treasurer

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THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee and Series 2010-6 Agent

By: /s/ Mitchell L. Brumwell  
Name: Mitchell L. Brumwell  
Title: Vice President

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

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

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AGREED, ACKNOWLEDGED AND CONSENTED:

LIBERTY STREET FUNDING LLC,  
as a CP Conduit Purchaser under the Series  
2010-6 Supplement

By: /s/ Kevin J. Corrigan  
Name: Kevin J. Corrigan  
Title: Vice President

THE BANK OF NOVA SCOTIA,  
as a Funding Agent and an APA Bank under  
the Series 2010-6 Supplement

By: /s/ Elie Silver  
Name: Elie Silver  
Title: Managing Director

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BARTON CAPITAL S.A.,  
as a CP Conduit Purchaser under the Series  
2010-6 Supplement

By: /s/ Martin Finan  
Name: Martin Finan  
Title: Managing Director

SOCIETE GENERALE,  
as a Funding Agent and an APA Bank under  
the Series 2010-6 Supplement

By: /s/ Martin Finan  
Name: Martin Finan  
Title: Managing Director

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FALCON ASSET FUNDING LLC,  
as a CP Conduit Purchaser under the Series  
2010-6 Supplement

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

JPMORGAN CHASE BANK, N.A.  
as a Funding Agent under the Series  
2010-6 Supplement

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

JPMORGAN CHASE BANK, N.A.  
as an APA Bank under the Series 2010-6  
Supplement

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

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ATLANTIC ASSET SECURITIZATION LLC,  
as a CP Conduit Purchaser under the Series  
2010-6 Supplement

By: Credit Agricole Corporate and Investment Bank, as Attorney-in-  
fact

By: /s/ David R Nunez  
Name: David R Nunez  
Title: Managing Director

By: /s/ Roger Klepper  
Name: Roger Klepper  
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,  
as a Funding Agent and an APA Bank under the  
Series 2010-6 Supplement

By: /s/ David R Nunez  
Name: David R Nunez  
Title: Managing Director

By: /s/ Roger Klepper  
Name: Roger Klepper  
Title: Managing Director

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BANK OF AMERICA, NATIONAL ASSOCIATION,  
as a Non-Conduit Purchaser under the Series  
2010-6 Supplement

By: /s/ Andrew Estes  
Name: Andrew Estes  
Title: Director

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THUNDER BAY FUNDING, LLC,  
as a CP Conduit Purchaser under the Series  
2010-6 Supplement

By: Royal Bank of Canada, as Attorney-in-fact

By: /s/ Kevin P. Wilson  
Name: Kevin P. Wilson  
Title: Authorized Signatory

ROYAL BANK OF CANADA,  
as a Funding Agent and an APA Bank under the Series 2010-6  
Supplement

By: /s/ Kevin P. Wilson  
Name: Kevin P. Wilson  
Title: Authorized Signatory

By: /s/ Irina Snyder  
Name: Irina Snyder  
Title: Authorized Signatory

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STARBIRD FUNDING CORPORATION,  
as a CP Conduit Purchaser under the Series 2010-6 Supplement

By: /s/ David V. DeAngelis  
Name: David V. DeAngelis  
Title: Vice President

BNP PARIBAS,  
as a Funding Agent and an APA Bank under the Series 2010-6  
Supplement

By: /s/ Carl Spalding  
Name: Carl Spalding  
Title: Managing Director

By: /s/ Advait Joshi  
Name: Advait Joshi  
Title: Director

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BANK OF MONTREAL,  
as an APA Bank under the Series  
2010-6 Supplement

By: /s/ Benjamin Keskic  
Name: Benjamin Keskic  
Title: Vice President

FAIRWAY FINANCE COMPANY, LLC,  
as a CP Conduit Purchaser under the  
Series 2010-6 Supplement

By: /s/ April Grosso  
Name: April Grosso  
Title: Vice President

BMO CAPITAL MARKETS CORP.,  
as Funding Agent under the  
Series 2010-6 Supplement

By: /s/ Lindsay Banuelos  
Name: Lindsay Banuelos  
Title: Director

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VICTORY RECEIVABLES CORPORATION,  
as CP Conduit Purchaser under the Series 2010-6 Supplement

By: /s/ Kevin J. Corrigan  
Name: Kevin J. Corrigan  
Title: Vice President

MUFG BANK, LTD.,  
as Funding Agent under the Series 2010-6 Supplement

By: /s/ Brian Chin  
Name: Brian Chin  
Title: Director

MUFG BANK, LTD.,  
as an APA Bank under the Series 2010-6 Supplement

By: /s/ Brian Chin  
Name: Brian Chin  
Title: Director

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LLOYDS BANK PLC,  
as a Non-Conduit Purchaser under the Series 2010-6 Supplement

By: /s/ Edward Leng  
Name: Edward Leng  
Title: Director

By: /s/ Vasiliki Chalmouki  
Name: Vasiliki Chalmouki  
Title: Director, SPG

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TRUIST BANK,  
as a Non-Conduit Purchaser under the Series  
2010-6 Supplement

By: /s/ Richard T. Zell  
Name: Richard T. Zell  
Title: Director

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MORGAN STANLEY BANK, N.A.,  
as a Non-Conduit Purchaser under the Series  
2010-6 Supplement

By: /s/ Ricardo Rivera Saad  
Name: Ricardo Rivera Saad  
Title: Authorized Signatory

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WELLS FARGO BANK N.A.,  
as a Non-Conduit Purchaser under the  
Series 2010-6 Supplement

By: /s/ Caleb Keitt  
Name: Caleb Keitt  
Title: Executive Director

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U.S. BANK NATIONAL ASSOCIATION,  
as a Non-Conduit Purchaser under the  
Series 2010-6 Supplement

By: /s/ Pawel Bania  
Name: Pawel Bania  
Title: Vice President

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MIZUHO BANK, LTD.,  
as a Non-Conduit Purchaser under the  
Series 2010-6 Supplement

By: /s/ Jeremy Ebrahim  
Name: Jeremy Ebrahim  
Title: Managing Director

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CITIZENS BANK, N.A.,  
as a Non-Conduit Purchaser under the  
Series 2010-6 Supplement

By: /s/ Devon Patton  
Name: Devon Patton  
Title: Director

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REGIONS BANK,  
as a Non-Conduit Purchaser under the  
Series 2010-6 Supplement

By: /s/ Joseph R. Franke  
Name: Joseph R. Franke  
Title: Managing Director

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BANNER TRUST,  
as a CP Conduit Purchaser under the  
Series 2010-6 Supplement

By: /s/ Terry Ritchie  
Name: Terry Ritchie  
Title: Director

TD SECURITIES INC.,  
as a Funding Agent under the  
Series 2010-6 Supplement

By: /s/ Terry Ritchie  
Name: Terry Ritchie  
Title: Director

THE TORONTO-DOMINION BANK,  
as an APA Bank under the  
Series 2010-6 Supplement

By: /s/ James Giles  
Name: James Giles  
Title: Managing Director

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AESOP LEASING, L.P.,  
as a Committed Note Purchaser under the Series  
2010-6 Supplement

By: /s/ David Calabria  
Name: David Calabria  
Title: Senior Vice President and Treasurer

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AVIS BUDGET CAR RENTAL, LLC,  
as Administrator

By: /s/ David Calabria  
Name: David Calabria  
Title: Senior Vice President and Treasurer

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**SCHEDULE A**

Attached.

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SCHEDULE I-A TO SIXTH AMENDED AND RESTATED SERIES 2010-6 SUPPLEMENT

**CP Conduit Purchaser Groups**

**Non-Conduit Purchasers**

**Committed Note Purchasers**

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SCHEDULE I-B TO SIXTH AMENDED AND RESTATED SERIES 2010-6 SUPPLEMENT

**CP Conduit Purchaser Groups**

**Non-Conduit Purchasers**

**Committed Note Purchasers**

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## SCHEDULE B

[Omitted].

[Index to Contents of Schedule B]

<u>Exhibit J:</u>	Form of Supplemental Indenture No. 4 to the Base Indenture
<u>Exhibit K:</u>	Form of Amendment to the Master Exchange Agreement
<u>Exhibit L:</u>	Form of Amendment to the AESOP I Operating Lease
<u>Exhibit M:</u>	Form of Amendment to the Finance Lease
<u>Exhibit N:</u>	Form of Amendment to the AESOP I Operating Lease Loan Agreement
<u>Exhibit O:</u>	Form of Amendment to the AESOP I Finance Lease Loan Agreement
<u>Exhibit P:</u>	Form of Class R Supplement
<u>Exhibit Q:</u>	Form of Amendment to the Escrow Agreement
<u>Exhibit R:</u>	Form of Amendment to Administration Agreement
<u>Exhibit S:</u>	Form of Amendment to the AESOP II Operating Lease
<u>Exhibit T:</u>	Form of Amendment to the AESOP II Operating Lease Loan Agreement
<u>Exhibit U:</u>	Form of Amendment to the Original AESOP Nominee Agreement
<u>Exhibit V:</u>	Form of Amendment to the Disposition Agent Agreement
<u>Exhibit W:</u>	Form of Amendment to the Back-up Administration Agreement

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SECOND AMENDMENT TO  
THE FOURTH AMENDED AND RESTATED SERIES 2015-3 SUPPLEMENT

This SECOND AMENDMENT TO THE FOURTH AMENDED AND RESTATED SERIES 2015-3 SUPPLEMENT (this "Amendment"), dated as of April 30, 2025 amends the Fourth Amended and Restated Series 2015-3 Supplement (as amended to date, the "Series 2015-3 Supplement"), dated as of March 4, 2024, among AVIS BUDGET RENTAL CAR FUNDING (AESOP) LLC, a special purpose limited liability company established under the laws of Delaware ("ABRCF"), AVIS BUDGET CAR RENTAL, LLC, a limited liability company established under the laws of Delaware, as administrator (the "Administrator"), JPMORGAN CHASE BANK, N.A., a national banking association, as administrative agent (the "Administrative Agent"), the several banks set forth on Schedule I thereto as Non-Conduit Purchasers (each, a "Non-Conduit Purchaser"), the several commercial paper conduits listed on Schedule I thereto (each, a "CP Conduit Purchaser"), the several banks set forth opposite the name of each CP Conduit Purchaser on Schedule I thereto (each, an "APA Bank" with respect to such CP Conduit Purchaser), the several agent banks set forth opposite the name of each CP Conduit Purchaser on Schedule I thereto (each, a "Funding Agent" with respect to such CP Conduit Purchaser), the entities set forth on Schedule I thereto as Committed Note Purchasers (each, a "Committed Note Purchaser"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as agent for the benefit of the Series 2015-3 Noteholders (in such capacity, the "Series 2015-3 Agent"), to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, between ABRCF and the Trustee (as amended, modified or supplemented from time to time, exclusive of Supplements creating a new Series of Notes, the "Base Indenture"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Definitions List attached as Schedule I to the Base Indenture (as amended through the date hereof) or the Series 2015-3 Supplement, as applicable.

WITNESSETH:

WHEREAS, pursuant to Section 12.2 of the Base Indenture, any Supplement thereto may be amended with the consent of ABRCF, the Trustee, any applicable Enhancement Provider and in connection with certain amendments, either the Required Noteholders of a Series of Notes or each affected Noteholder, as applicable;

WHEREAS, pursuant to Section 11.11 of the Series 2015-3 Supplement, (x) the Series 2015-3 Supplement may be amended in accordance with Section 12.2 of the Base Indenture and (y) the requirement contained in Section 12.2 of the Base Indenture for consent by the Required Noteholders to the amendment of the Series 2015-3 Supplement shall be satisfied upon attaining the consent of the Requisite Noteholders;

WHEREAS, the parties desire to amend the Series 2015-3 Supplement to (i) extend the expiry date with respect to the Class A Notes and the Class B Notes, (ii) extend the Reduction Date, (iii) revise the definition of U.K. Securitisation Regulation and related provisions to reflect recent changes in law, (iv) revise the definition of Discount to allow certain flexibility in selecting the applicable rate of interest or discount for the respective commercial paper conduit, (v) replace Schedule I thereto with a new Schedule I in the form of Schedule A to this Amendment and (vi) replace Exhibits J through W thereto with new Exhibits J through W in the form of Schedule B to this Amendment; and

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WHEREAS, ABRCF has requested the Trustee, the Series 2015-3 Agent, the Administrator, the Administrative Agent and the Series 2015-3 Noteholders to, and, upon the effectiveness of this Amendment, ABRCF, the Trustee, the Series 2015-3 Agent, the Administrator, the Administrative Agent and each Series 2015-3 Noteholder have agreed to, make the amendments described above as set forth herein.

NOW, THEREFORE, it is agreed:

1. Amendment of Definitions. The following definitions are hereby amended and restated as follows, (i) by deleting the text thereof which is lined out and (ii) by inserting the text thereof which is double underlined:

“Class A Scheduled Expiry Date” means, with respect to any Purchaser Group of the Class A Notes, ~~April 1, 2026~~April 1, 2027, as such date may be extended in accordance with Section 2.6(b).

“Class B Scheduled Expiry Date” means, with respect to any Purchaser Group of the Class B Notes, ~~May 1, 2025~~April 1, 2026, as such date may be extended in accordance with Section 2.6(b).

“Discount” means as of any day, (a) with respect to any Match Funding CP Conduit Purchaser, the interest or discount component of the Commercial Paper issued by, or for the benefit of, such Match Funding CP Conduit Purchaser to fund or maintain the CP Conduit Funded Amount with respect to such Match Funding CP Conduit Purchaser, including an amount equal to the portion of the face amount of the outstanding Commercial Paper issued to fund or maintain the CP Conduit Funded Amount with respect to such CP Conduit Purchaser that corresponds to the portion of the proceeds of such Commercial Paper that was used to pay the interest or discount component of maturing Commercial Paper issued to fund or maintain such CP Conduit Funded Amount, to the extent that such CP Conduit Purchaser has not received payments of interest in respect of such interest component prior to the maturity date of such maturing Commercial Paper, and including the portion of such interest or discount component constituting dealer or placement agent commissions and (b) with respect to any Pooled Funding CP Conduit Purchaser, the amount of interest or discount to accrue on or in respect of the Commercial Paper issued by, or for the benefit of, such Pooled Funding CP Conduit Purchaser allocated, in whole or in part, by the Funding Agent with respect to such Pooled Funding CP Conduit Purchaser (or, in the sole discretion of such Funding Agent, such other rate of interest or discount accruing on commercial paper issued by any other commercial paper conduit administered by the Funding Agent), to fund the purchase or maintenance of the CP Conduit Funded Amount with respect to such Pooled Funding CP Conduit Purchaser (including, without limitation, any interest attributable to the commissions of placement agents and dealers in respect of such Commercial Paper and any costs associated with funding small or odd-lot amounts, to the extent that such commissions or costs are allocated, in whole or in part, to such Commercial Paper by such Funding Agent).

“EU/UK Retained Interest” means a material net economic interest in the form of the retention of the first loss tranche (within the meaning of paragraph 3(d) of Article 6 of the ~~Securitisation Regulations~~ EU Securitisation Regulation and SECN 5.8.8R (1)(d)) by way of holding Class R Notes with a Class R Invested Amount of not less than 5% of the Retention Basis Amount.”

“Reduction Date” means November 1, ~~2024~~ 2025.

“U.K. Securitisation Regulation” means ~~the EU Securitisation Regulation enacted as retained direct EU law in the U.K. by virtue of the operation of the European Union (Withdrawal) Act 2018, as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (SI 2019/660), collectively, the UK’s Securitisation Regulations 2024 (SI 2024/102), as amended (“SR 2024”), the securitisation sourcebook of the handbook of rules and guidance adopted by the FCA (“SECN”) and the Securitisation Part of the rulebook of published policy of the PRA (“PRASR”), together with the relevant provisions of the UK’s Financial Services and Markets Act 2000~~ EU Securitisation Regulation and SECN 5.8.8R (1)(d) (in each case, as amended, varied or substituted from time to time).

2. Amendment of Section 8.2. Section 8.2(m)(viii) is hereby amended and restated as follows, (i) by deleting the text thereof which is lined out and (ii) by inserting the text thereof which is double underlined:

(viii) provide any and all information requested by any Series 2015-3 Noteholder that any such Series 2015-3 Noteholder would reasonably require in order for such Series 2015-3 Noteholder to comply with its obligations under the Securitisation Regulations; provided that (x) compliance by AESOP Leasing with this clause (viii) shall be at the expense of the requesting Non-Conduit Purchaser, Funding Agent, CP Conduit Purchaser or APA Bank and (y) nothing in this clause (viii) shall oblige AESOP Leasing to provide any information in the form of any template prescribed for purposes of Article 7 of the ~~Securitisation Regulations~~ EU Securitisation Regulation and SECN 6, or to take any other action in accordance with, or in a manner contemplated by, such Article 7 of the ~~Securitisation Regulations~~ EU Securitisation Regulation and SECN 6 unless otherwise agreed with a Series 2015-3 Noteholder;

3. Amendment of Schedule I. Schedule I of the Series 2015-3 Supplement is hereby deleted in its entirety and substituted with Schedule I, as it appears in Schedule A hereto.

4. Amendment of Exhibits J through W. Exhibits J through W of the Series 2010-6 Supplement are hereby deleted in its entirety and substituted with Exhibits J through W, each as it appears in Schedule B hereto.

5. Direction. By their signatures hereto, each of the undersigned (excluding The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee and Series 2015-3 Agent) hereby authorize and direct the Trustee and Series 2015-3 Agent to execute this Amendment and take any and all further action necessary or appropriate to give effect to the transaction contemplated hereby.

6. This Amendment is limited as specified and, except as expressly stated herein, shall not constitute a modification, acceptance or waiver of any other provision of the Series 2015-3 Supplement.

7. This Amendment shall become effective on the later of (x) the date hereof and (y) the date on which each of the following shall have occurred: (i) each of ABRCF, the Administrator, the Administrative Agent and each Series 2015-3 Noteholder shall have executed and delivered this Amendment to the Trustee, and the Trustee shall have executed this Amendment, (ii) the Rating Agency Consent Condition shall have been satisfied with respect to this Amendment, (iii) each Funding Agent shall have received a letter, in form and substance satisfactory to such Funding Agent, from each of Moody's, Standard & Poor's and/or Fitch, as applicable, confirming the commercial paper rating of the related CP Conduit Purchaser after the effectiveness of this Amendment, (iv) all certificates and opinions of counsel required under the Base Indenture or by the Series 2015-3 Noteholders shall have been delivered to the Trustee and the Series 2015-3 Noteholders, as applicable, (v) the Administrative Agent shall have received, to the extent reasonably requested by the Administrative Agent (or by any Funding Agent or Non-Conduit Purchaser through the Administrative Agent) from the Administrator, all documentation and other information about ABRCF and its Affiliates required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and (vi) the amendment, dated as of the date hereof, to the Series 2010-6 Supplement shall have been executed and delivered by the parties thereto and all conditions precedent to the effectiveness thereof shall have been satisfied or waived (such later date, the "Amendment Effective Date").

8. From and after the Amendment Effective Date, all references to the Series 2015-3 Supplement shall be deemed to be references to the Series 2015-3 Supplement as amended hereby.

9. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic mail in a "pdf" file shall be effective as delivery of a manually executed counterpart of this Amendment. The parties agree that this Amendment may be executed and delivered by electronic signatures and that the signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

10. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be duly executed by their respective duly authorized officers as of the date above first written.

AVIS BUDGET RENTAL CAR FUNDING (AESOP) LLC,  
as Issuer

By: /s/ David Calabria  
Name: David Calabria  
Title: Senior Vice President and Treasurer

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee and Series 2015-3 Agent

By: /s/ Mitchell L. Brumwell  
Name: Mitchell L. Brumwell  
Title: Vice President

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

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

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AGREED, ACKNOWLEDGED AND CONSENTED:

SALISBURY RECEIVABLES COMPANY LLC,  
as a CP Conduit Purchaser under  
the Series 2015-3 Supplement

By: /s/ Kinnary Armstrong  
Name: Kinnary Armstrong  
Title: Director

BARCLAYS BANK PLC,  
as an APA Bank under the Series 2015-3 Supplement

By: /s/ Kinnary Armstrong  
Name: Kinnary Armstrong  
Title: Director

BARCLAYS BANK PLC,  
as a Funding Agent under the Series 2015-3 Supplement

By: /s/ Kinnary Armstrong  
Name: Kinnary Armstrong  
Title: Director

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FALCON ASSET FUNDING LLC,  
as a CP Conduit Purchaser under the Series  
2015-3 Supplement

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

JPMORGAN CHASE BANK, N.A.  
as a Funding Agent under the Series  
2015-3 Supplement

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

JPMORGAN CHASE BANK, N.A.  
as an APA Bank under the Series 2015-3  
Supplement

By: /s/ Catherine V. Frank  
Name: Catherine V. Frank  
Title: Managing Director

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AESOP LEASING, L.P.,  
as a Committed Note Purchaser under the Series  
2015-3 Supplement

By: /s/ David Calabria  
Name: David Calabria  
Title: Senior Vice President and Treasurer

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AVIS BUDGET CAR RENTAL, LLC,  
as Administrator

By: /s/ David Calabria  
Name: David Calabria  
Title: Senior Vice President and Treasurer

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**SCHEDULE A**

Attached.

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SCHEDULE I-A TO FOURTH AMENDED AND RESTATED SERIES 2015-3 SUPPLEMENT

**CP Conduit Purchaser Groups**

**Non-Conduit Purchasers**

**Committed Note Purchasers**

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SCHEDULE I-B TO FOURTH AMENDED AND RESTATED SERIES 2015-3 SUPPLEMENT

**CP Conduit Purchaser Groups**

**Non-Conduit Purchasers**

**Committed Note Purchasers**

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## SCHEDULE B

[Omitted].

[Index to Contents of Schedule B]

<u>Exhibit J:</u>	Form of Supplemental Indenture No. 4 to the Base Indenture
<u>Exhibit K:</u>	Form of Amendment to the Master Exchange Agreement
<u>Exhibit L:</u>	Form of Amendment to the AESOP I Operating Lease
<u>Exhibit M:</u>	Form of Amendment to the Finance Lease
<u>Exhibit N:</u>	Form of Amendment to the AESOP I Operating Lease Loan Agreement
<u>Exhibit O:</u>	Form of Amendment to the AESOP I Finance Lease Loan Agreement
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**FIRST AMENDMENT TO  
FOURTH AMENDED AND RESTATED COOPERATION AGREEMENT**

This First Amendment, dated as of May 6, 2025 (this "Amendment"), to the Fourth Amended and Restated Cooperation Agreement is by and among Avis Budget Group, Inc. (the "Company") and the entities set forth on Schedule A hereto (together with their Affiliates, "SRS").

WHEREAS, the Company and SRS have previously entered into that certain Fourth Amended and Restated Cooperation Agreement dated as of December 23, 2022 (the "Agreement"), with respect to certain matters relating to the Board of Directors of the Company and certain other matters, as provided therein; and

WHEREAS, the Company and SRS desire to make the amendment to the Agreement as set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and SRS wish to amend the Agreement on the terms set forth herein, and agree as follows:

1. Amendment to the Agreement.

(a) Section 4(b) of the Agreement is amended and restated for purposes of the Company's 2025 annual meeting of stockholders, but for no other purpose, to read as set forth below (with additions shown in **bold underscored** text and deletions shown in **~~bold strikethrough~~** text):

In the event SRS Beneficially Owns (as a result of buybacks or repurchases by or on behalf of the Company, purchases by SRS, or otherwise) the right to exercise voting rights attached to Voting Securities in excess of 35% of the outstanding Voting Securities (the "Excess Voting Rights"), and for so long as SRS continues to (i) have the right to exercise such Excess Voting Rights and (ii) Beneficially Own more than 35% of the outstanding Voting Securities, SRS shall (A) on each and every matter that is submitted to the stockholders of the Company for their vote and with respect to which the Excess Voting Rights may be voted by SRS, exercise such Excess Voting Rights in the same proportion in which all other Voting Securities voted on such matter are voted (~~treating broker non-votes and abstentions as votes "against" (except with respect to votes of the stockholders of the Company for the election of directors) and~~ without taking into consideration, in determining such proportions, (x) any Voting Securities that **are not voted or with respect to which a "non-vote" or abstention is exercised or registered and (y) any Voting Securities that** are voted by SRS on such matter), and (B) take reasonable steps to cooperate with the Company in order to exercise such Excess Voting Rights in the manner contemplated by this Section 4(b).

2. Defined Terms. All capitalized terms used in this Amendment but not specifically defined herein shall have the same meanings given such terms in the Agreement.

3. Ratification of Agreement. Except as set forth herein, the Agreement shall remain unmodified and in full force and effect (it being understood, for the avoidance of doubt, that any provision of the Agreement that terminated prior to the date hereof shall remain terminated and not be deemed affected by the execution hereof).

4. Counterparts. This Amendment may be executed in two or more counterparts, which together shall constitute a single agreement.

5. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of the parties hereto have executed this Amendment or caused the same to be executed by its duly authorized representative as of the date first above written.

**AVIS BUDGET GROUP, INC.**

By: /s/ Jean M. Sera  
Name: Jean M. Sera  
Title: Senior Vice President, General Counsel, Chief  
Compliance Officer and Corporate Secretary

[Signature Page to First Amendment to the Fourth Amended and Restated Cooperation Agreement]

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**SRS INVESTMENT MANAGEMENT, LLC**

By: /s/ David B. Zales  
Name: David B. Zales  
Title: General Counsel

**SRS PARTNERS MASTER FUND LP**

By: /s/ David B. Zales  
Name: David B. Zales  
Title: General Counsel

**SRS SPECIAL OPPORTUNITIES MASTER II, LP**

By: /s/ David B. Zales  
Name: David B. Zales  
Title: General Counsel

**SRS LONG OPPORTUNITIES MASTER FUND, LP**

By: /s/ David B. Zales  
Name: David B. Zales  
Title: General Counsel

[Signature Page to First Amendment to the Fourth Amended and Restated Cooperation Agreement]

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