

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between Goldman Sachs Mortgage Company (the “Assignor”) and [Insert name of Assignee] (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, supplemented or otherwise modified, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement described below and any other documents or instruments delivered pursuant thereto to the extent related to the amount identified below of all of the outstanding rights and obligations of the Assignor under the Credit Agreement identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: GOLDMAN SACHS MORTGAGE COMPANY
2. Assignee: _____
3. Company: THE HERTZ CORPORATION
4. Administrative Agent: Goldman Sachs Mortgage Company, as the administrative agent under the Credit Agreement
5. Credit Agreement: Credit Agreement dated as of December 13, 2019 (as amended and in effect from time to time, the “Credit Agreement”), among THE HERTZ CORPORATION, Goldman Sachs Mortgage Company, as Administrative Agent and Issuing Lender, and the other Lenders party thereto
6. Assigned Interest:

Aggregate Amount of LC Disbursements of all Lenders	Amount of LC Disbursements Assigned	Aggregate Amount of LC Exposure for all Lenders*
[\$]	[\$]	[\$[200,000,000]

For the avoidance of doubt, the Assigned Interest consists solely of LC Disbursements and the Assignor, Assignee and Issuing Lender each agrees that (a) with respect to any LC Disbursements made by Issuing Lender pursuant to a Participated Letter of Credit, the Issuing Lender shall not be entitled to request repayment from Assignee, and (b) as a result of purchasing and assuming the Assigned Interest, the Assignee shall not assume, and will not be subject to, and the Issuing Lender hereby indemnifies Assignee against, any obligation, liability or commitment to lend additional funds (including any outstanding contingent commitment).

*All Commitments were terminated pursuant to Article VIII following the occurrence of an Event of Default. Acting pursuant to Section 10.04(b)(v), the Administrative Agent shall maintain a register of the total outstanding LC Exposure and LC Disbursements and the portion of such LC Disbursements represented by the transfer of the Assigned Interest pursuant to this Assignment and Assumption.

The Administrative Agent and Issuing Lender consent to any subsequent assignment by the Assignee (other than an assignment to a Disqualified Lender or natural person) that is subject to the same terms and conditions as this Assignment and Assumption and is otherwise made in accordance with the applicable provisions of the Credit Agreement.

In connection with any assignment of the Assigned Interests pursuant to this Assignment and Assumption, or any subsequent assignment of the Assigned Interest by the Assignee, the Administrative Agent agrees to waive any processing and recordation fee that would be payable under Section 10.04(b)(ii)(C) of the Credit Agreement.

Effective Date: _____, 2020 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

GOLDMAN SACHS MORTGAGE COMPANY

By: Goldman Sachs Real Estate Funding Corp.,
its General Partner

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

GOLDMAN SACHS MORTGAGE COMPANY,
as Issuing Lender

By: Goldman Sachs Real Estate Funding Corp.,
its General Partner

By: _____
Name:
Title:

Consented to and Accepted:

GOLDMAN SACHS MORTGAGE COMPANY,
as Administrative Agent

By: Goldman Sachs Real Estate Funding Corp.,
its General Partner

By: _____
Name:
Title:

CREDIT AGREEMENT DATED AS OF DECEMBER 13, 2019, AMONG THE HERTZ CORPORATION, GOLDMAN SACHS MORTGAGE COMPANY, AS ADMINISTRATIVE AGENT AND ISSUING LENDER, AND THE OTHER LENDERS PARTY THERETO

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents, (iii) the financial condition of The Hertz Corporation or (iv) the performance or observance by The Hertz Corporation of any of its obligations under any Credit Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.02 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, the Issuing Lender or any other Lender, and (v)¹ attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Issuing Lender, the Assignor 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 decisions in taking or not taking action under the Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender to the extent of its Assigned Interest.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument.

¹ Both U.S. Lenders and Non-U.S. Lenders have to provide forms under **Error! Reference source not found.**

Delivery of an executed counterpart of a signature page of this Assignment and Assumption by e-mail or telecopy shall be as effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

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