

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

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

**MOTION OF DEBTOR FOR ENTRY OF AN ORDER TO AMEND
SETTLEMENT AGREEMENT WITH THE HERTZ CORPORATION
AND OTHER PARTIES AND GRANTING RELATED RELIEF
[DKT. ## 266; 293]**

Simply Wheelz LLC, as debtor and debtor-in-possession (the “**Debtor**”), through its counsel, files this Motion and submits this *Motion of Debtor for Entry of an Order to Amend Settlement Agreement with The Hertz Corporation and Other Parties and Granting Related Relief* (the “**Motion**”). In support of this Motion, the Debtor respectfully represents:

BACKGROUND

I. The Debtor’s Chapter 11 Case

1. On November 5, 2013 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief, and thereby commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of Mississippi (the “**Court**”).

2. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtor is operating its business and managing its property as debtor-in-possession. No trustee or examiner has been appointed, and no official committee of creditors or equity interest holders has yet been established.

3. The Debtor is a Delaware limited liability company doing business under the brand name Advantage Rent-A-Car. The Debtor provides retail rental car services for leisure, lifestyle, business and insurance replacement customers and, as of the Petition Date, maintained a fleet of approximately 23,000 vehicles in 73 locations throughout the United States. The Debtor is the fourth largest retail rental car provider in North America and, as of the Petition Date, employed approximately 1,800 employees and outside contractors. The Debtor's principal place of business is located at 1052 Highland Colony Parkway, Suite 204, Ridgeland, MS.

4. Additional information about the Debtor's business and the events leading up to the Petition Date can be found in the Declaration of Thomas P. McDonnell, III in support of the Chapter 11 Petition and the first day motions (the "**McDonnell Declaration**") which is incorporated herein by reference.

5. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O).

6. The statutory bases for the relief requested herein are Sections 361, 363, 364, 541 and 542 of the Bankruptcy Code and Rules 4001, 9014 and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

II. The Hertz Settlement Agreement

7. On December 10, 2013, the Debtor filed that certain Expedited Motion of Debtor to Compromise and Settle Claims and Disputes Pursuant to Fed. R. Bankr. P. 9019 (the "**Hertz Settlement Motion**") [Dkt. # 210] to compromise and settle certain claims and disputes of the Debtor with The Hertz Corporation ("**Hertz**").

8. On December 16, 2013, the Debtor filed that certain *Notice of Filing of Settlement Agreement among the Debtor, The Hertz Corporation and Other Parties* [Dkt. # 266]

in which it filed in the Court file in this bankruptcy case a copy of the Settlement Agreement among the Debtor, The Hertz Corporation and Other Parties¹ (the “*Hertz Settlement Agreement*”) for which Court approval was being sought.

9. No objections to the Hertz Settlement Motion were timely filed, and on December 17, 2013, the Court granted the Hertz Settlement Motion and approved the Hertz Settlement Agreement. On December 19, 2013, the Court entered its *Order Granting Expedited Motion of Debtor to Compromise and Settle Claims and Disputes Pursuant to Fed. R. Bankr. P. 9019* (the “*Hertz Settlement Order*”) [Dkt. # 293].

III. Proposed Amendment to Hertz Settlement Agreement

10. All parties to the Hertz Settlement Agreement (the Debtor, Catalyst, Hertz, FSNA and McDonnell) have agreed to amend the Hertz Settlement Agreement as more fully set forth in Exhibit “A” hereto (the “*Proposed Amendment*”).

11. Paragraph 5 of the Hertz Settlement Order provides that the “Settlement Agreement and any related agreements, documents or other instruments may be amended by the parties thereto without further order of the Court, but only in accordance with and to the extent permitted by the terms of the Settlement Agreement.” The Hertz Settlement Agreement, in turn, provides that The Hertz Settlement Agreement “may be amended only by the execution and delivery of a written instrument by or on behalf of each Party.” Even though each Party to the Hertz Settlement Agreement has consented to the Proposed Amendment, because the Hertz Settlement Agreement was approved by this Court pursuant to the Hertz Settlement Order, and out of an abundance of caution, the Parties have requested that the Proposed Amendment also be approved by this Court.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Hertz Settlement Agreement.

Relief Requested

12. By this Motion, the Debtor seeks this Court's approval of the Proposed Amendment to the Hertz Settlement Agreement, attached as Exhibit "A" hereto.

13. The Debtor requests that, as provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of the relief requested by this Motion be effective immediately upon entry of the Order granting this Motion and not be subject to the stay provisions contained in Bankruptcy Rule 6004(h).

14. Because of the February 28, 2014 deadlines of the Hertz Settlement Agreement, time is of the essence. The Debtor requests that the Court either shorten the time for notice and a hearing or waive notice under the circumstances and enter an Order granting this Motion.

WHEREFORE, the Debtor respectfully requests that the Court approve the Proposed Amendment to the Hertz Settlement Agreement attached hereto as Exhibit "A" and grant the Debtor such other and further relief as is just and proper.

Dated: February 20, 2014.

SIMPLY WHEELZ LLC

By: s/ Stephen W. Rosenblatt
Stephen W. Rosenblatt (Miss. Bar # 5676)
Christopher R. Maddux (Miss. Bar # 100501)
J. Mitchell Carrington (Miss. Bar # 104228)
Thomas M. Hewitt (Miss. Bar #104589)
BUTLER SNOW LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
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Steve.Rosenblatt@butlersnow.com
Chris.Maddux@butlersnow.com
Mitch.Carrington@butlersnow.com
Thomas.Hewitt@butlersnow.com

ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I certify that the foregoing pleading was filed electronically through the Court's ECF system and served electronically on all parties enlisted to receive service electronically and was separately served by e-mail on the following:

Ronald H. McAlpin, Esq.
Assistant United States Trustee
501 East Court Street
Suite 6-430
Jackson, MS 39201
Ronald.McAlpin@USDOJ.gov

Office of the United States Trustee
501 East Court Street
Suite 6-430
Jackson, MS 39201
USTPRegion05.AB.ECF@usdoj.gov

The 20 Largest Unsecured Creditors identified on the attached list.

SO CERTIFIED, this, the 20th day of February, 2014.

/s/ Stephen W. Rosenblatt
STEPHEN W. ROSENBLATT

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court
Southern District of Mississippi**

In re Simply Wheelz LLC d/b/a Advantage Rent-A-Car Debtor(s) Case No. 13-03332-EE
Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Hertz Corporation Attn: Perry Delvecchio 225 Brae Blvd. Park Ridge, NJ 07656	Hertz Corporation Attn: Perry Delvecchio 225 Brae Blvd. Park Ridge, NJ 07656		Contingent Unliquidated Disputed Subject to setoff	10,015,000.00
Bank of America Attn: C. Wertenberger 390 N. Orange Ave., S 900 Melbourne, FL 32901	Bank of America Attn: C. Wertenberger 390 N. Orange Ave., S 900 Melbourne, FL 32901			7,500,000.00
Car Rentals.com 111 Town Sq. Place Ste 1205 Jersey City, NJ 07310	Car Rentals.com 111 Town Sq. Place Ste 1205 Jersey City, NJ 07310			1,204,966.16
TSD 1620 Turnpike Street North Andover, MA 01845	TSD 1620 Turnpike Street North Andover, MA 01845			1,073,394.84
GCA Services Group Attn: Natalie Dunne 1350 Euclid St., S1500 Cleveland, OH 44115	GCA Services Group Attn: Natalie Dunne 1350 Euclid St., S1500 Cleveland, OH 44115			1,048,760.51
Travelport LP 300 Galleria Parkway Atlanta, GA 30339	Travelport LP 300 Galleria Parkway Atlanta, GA 30339			1,040,862.40
Priceline.Com, Inc. 800 Connecticut Ave. Norwalk, CT 06854	Priceline.Com, Inc. 800 Connecticut Ave. Norwalk, CT 06854			682,176.34
Expedia, Inc. 333 108th Ave NE Bellevue, WA 98004	Expedia, Inc. 333 108th Ave NE Bellevue, WA 98004			494,395.59
Bank of America Attn: C. Wertneberger 390 N. Orange Ave., S900 Melbourne, FL 32901	Bank of America Attn: C. Wertneberger 390 N. Orange Ave., S900 Melbourne, FL 32901			491,982.26
TACS Park West at Dulles Corner 13880 Dulles Corner Lane Herndon, VA 20171	TACS Park West at Dulles Corner 13880 Dulles Corner Lane Herndon, VA 20171			475,196.67

B4 (Official Form 4) (12/07) - Cont.

In re Simply Wheelz LLC d/b/a Advantage Rent-A-Car
Debtor(s)

Case No. 13-03332-EE

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Orbitz 23508 Network Place Chicago, IL 60673	Orbitz 23508 Network Place Chicago, IL 60673			474,083.67
Corepointe Insurance Co 401 S. Old Woodward Ave Suite 300 Birmingham, MI 48009	Corepointe Insurance Co 401 S. Old Woodward Ave Suite 300 Birmingham, MI 48009			417,358.24
Southwest Airlines Attn: Revenue Accounting PO Box 97397 Dallas, TX 75397	Southwest Airlines Attn: Revenue Accounting PO Box 97397 Dallas, TX 75397			301,283.13
Sonoran National Ins. Gr. 7502 E. Pinnacle Peak Ste B210 Scottsdale, AZ 85255	Sonoran National Ins. Gr. 7502 E. Pinnacle Peak Ste B210 Scottsdale, AZ 85255			284,784.50
United Healthcare Attn: Christine Irish 9900 Bren Rd East Hopkins, MN 55343	United Healthcare Attn: Christine Irish 9900 Bren Rd East Hopkins, MN 55343			282,342.60
Fleetlogix 3590 Kettner Blvd San Diego, CA 92101	Fleetlogix 3590 Kettner Blvd San Diego, CA 92101			272,538.19
Texas Dept. of Revenue 1711 San Jacinto Blvd Austin, TX 78701	Texas Dept. of Revenue 1711 San Jacinto Blvd Austin, TX 78701			250,000.00
National Automobile Club Attn: Landry Nix 373 Vintage Park, Ste E San Mateo, CA 94404	National Automobile Club Attn: Landry Nix 373 Vintage Park, Ste E San Mateo, CA 94404			242,297.43
Rate-Highway, Inc. 18001 Cowan Suite F Irvine, CA 92614	Rate-Highway, Inc. 18001 Cowan Suite F Irvine, CA 92614			241,252.06
CA State Board of Equalization P. O. Box 942879 Sacramento, CA 94279	CA State Board of Equalization P. O. Box 942879 Sacramento, CA 94279			240,000.00

Exhibit "A"

Proposed Amendment to Hertz Settlement Agreement

ButlerSnow 19732494v3

EXECUTION COPY

**AMENDMENT NO. 1 TO
SETTLEMENT AGREEMENT**

This AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT (this "Amendment"), dated as of February ___, 2014, is made and entered into by and among Simply Wheelz LLC, a Delaware limited liability company, as debtor and debtor-in-possession ("Debtor"), Franchise Services of North America, Inc., a Delaware corporation ("FSNA"), Thomas P. McDonnell III, individually ("McDonnell"), The Hertz Corporation, a Delaware corporation ("Hertz"), and The Catalyst Capital Group Inc., a Delaware corporation, on behalf of one or more funds managed by it and/or through certain affiliates, including the Purchaser (as defined in the Stalking Horse Agreement (as defined below)) and its designees, if any, under the Stalking Horse Agreement (collectively, the "Stalking Horse Buyer") (each a "Party" and together the "Parties"). Capitalized terms used herein without definition shall have the meanings specified in the Original Agreement (as defined below).

RECITALS

WHEREAS, Debtor, FSNA, McDonnell, Hertz and the Stalking Horse Buyer are parties to that certain Settlement Agreement, dated as of December 16, 2013 (the "Original Agreement"); and

WHEREAS, the parties hereto desire to amend the Original Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Section 2 ("Use of Vehicles; Payments; and Rebate"). The fourth sentence in the first paragraph under the "Use of Vehicles" heading in Section 2 of the Original Agreement is hereby amended and restated in its entirety as follows:

"Notwithstanding the purported termination of the Leases or any other provision to the contrary in any agreements between Hertz and/or any affiliate thereof, on the one hand, and the Debtor and/or any affiliate thereof, on the other hand, and subject to the terms and conditions contained in this Agreement, Hertz will grant the Debtor (prior to the closing of the Transaction (the "Closing")) and the Prevailing Purchaser (from and after the Closing) the right to continue to use the vehicles that are subject to the Leases (the "Vehicles") in the ordinary course of its business, consistent with its past practices, and in accordance with Sections 2.2, 2.5, 4.8, 4.12, 5, 6.1, 6.2, 7.0, 7.1, 8, 10, 13, 17, 18, 23.14, 23.16 and 23.17 of the Leases, *mutatis mutandis* as if such provisions were set forth herein (the "Lease Provisions"), and as provided under clause (A) of Section 5 of this Agreement under the heading "Vehicles Damaged or That Suffer a Casualty on or after the Petition Date," until and including January 31, 2014 (such date, as may be extended pursuant to the immediately following proviso, the "Outside Date"); provided, however, that (A) if Debtor (or the Prevailing Purchaser on behalf of

the Debtor or itself) provides written notice to Hertz on or before January 27, 2014 of its intention to extend such right, the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) may continue to use the Vehicles, subject to the terms and conditions contained in this Agreement, until February 28, 2014, and (B) if (i) the Debtor (or the Prevailing Purchaser on behalf of the Debtor or itself) exercised its right to extend the Outside Date to February 28, 2014 pursuant to clause (A) above and (ii) the Debtor provides written notice to Hertz on or before February 25, 2014 of its intention to extend (x) such right with respect to a specified number of Vehicles not to exceed 5,000 (the "March Vehicles") and (y) the Outside Date, the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) may continue to use the March Vehicles, subject to the terms and conditions contained in this Agreement, until March 31, 2014; provided, further, that the right of the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) to use the Vehicles (other than On Rental Vehicles, as defined below) shall automatically terminate without any further action of Hertz, the Prevailing Purchaser or Debtor on the earliest to occur of: (A) the delivery of a written termination notice by Hertz based on the occurrence and continuance of an Event of Default (as defined below), (B) April 1, 2014, if the Transaction has not closed on or before March 31, 2014, and (C) the Outside Date (the date on which the first of the foregoing events occurs shall be referred to herein as the "Termination Date"), and the right of the Debtor (prior to Closing) and the Prevailing Purchaser (from and after the Closing) to use On Rental Vehicles shall terminate on the day such Vehicle is returned to Debtor or the Prevailing Purchaser, as applicable."

2. Amendment to Section 2 ("Use of Vehicles; Payments; and Rebate"). Subparagraph v under the "Adequate Protection Payments" heading in Section 2 of the Original Agreement is hereby amended and restated in its entirety as follows:

"v. If (x) the Debtor or the Prevailing Purchaser on behalf of the Debtor or itself has exercised the right to extend the Outside Date to March 31, 2014 in accordance with the terms of this Agreement, and (y) the Debtor or the Prevailing Purchaser on behalf of the Debtor has exercised its right to extend its right to use the March Vehicles through March 31, 2014 in accordance with the terms of this Agreement, the Debtor (if the Closing has not occurred) or the Prevailing Purchaser (if the Closing has occurred) shall pay to Hertz on or before March 1, 2014, an amount equal to the sum of the following: (a) \$218 per March Vehicle that the Debtor or the Prevailing Purchaser on behalf of the Debtor has elected to use during the month of March, 2014, (b) an amount equal to: (i) the product of the Net Book Value (as defined in the Leases) of the March Vehicles multiplied by six and a half percent (6.5%), divided by (ii) twelve (12) (the "March Fleet Interest Payment"), (c) the aggregate amount of monthly vehicle processing fees of \$30 per March Vehicle (the "March Fleet Admin Charges"), (d) the aggregate amount of estimated Non-Fleet Costs related to the Acquired Locations and that are payable for the month of March 2014, and (e) the

aggregate amount of estimated Non-Fleet Costs related to the Excluded Locations and that are payable for the month of March 2014.”

3. Amendment to Section 2 (“Use of Vehicles; Payments; and Rebate”). Subparagraph i under the “Rebate” heading in Section 2 of the Original Agreement is hereby amended and restated in its entirety as follows:

“i. In the event the Closing occurs on or before March 31, 2014, and the Debtor or the Prevailing Purchaser on behalf of the Debtor has exercised its right to extend its right to use the March Vehicles through March 31, 2014 in accordance with the terms of this Agreement, then subject to the terms and conditions contained in this Agreement, Hertz shall pay to the Prevailing Purchaser on March 31, 2014, an amount equal to the sum of (A) the portion of the March Fleet Interest Payment attributable to the Purchased Vehicles, if any, and (B) the portion of the March Fleet Admin Charges attributable to the Purchased Vehicles, if any.”

4. Amendment to Section 6 (“Vehicle Purchase Option”). The first sentence in the first paragraph in Section 6 of the Original Agreement is hereby amended and restated in its entirety as follows:

“During the period commencing on March 11, 2014 and ending on March 24, 2014 (the “Purchase Option Period”), the Prevailing Purchaser shall have an option (the “Purchase Option”) to purchase, free and clear of all liens and claims caused by Hertz to arise in respect of such March Vehicles, from Hertz or its applicable affiliate any of the March Vehicles then in use by the Debtor (prior to Closing) or the Prevailing Purchaser (from and after the Closing), as determined by the Prevailing Purchaser in its sole discretion.”

5. Amendment to Section 13 (“Termination of Agreement”). The first paragraph in Section 13 of the Original Agreement is hereby amended and restated in its entirety as follows:

“In the event the Termination Date occurs as a result of an Event of Default or the failure of the Closing to occur on or before March 31, 2014, and no Hertz Default remains uncured, then this Agreement will be terminated and shall be of no further force or effect, except as follows: (i) any such termination shall not affect the validity or enforceability of any of the Releases, (ii) any such termination shall not require any rescission or disgorgement of payments, if any, made by Hertz to the Debtor or to the Prevailing Purchaser or benefits received by the Debtor or the Prevailing Purchaser prior to such termination, (iii) any such termination shall not affect Hertz’s rights and the Debtor’s and the Prevailing Purchaser’s obligations to stop using the Vehicles as provided in Section 2 above and Return to Hertz or its designee the Vehicles as provided in Section 4 above under the heading “Return to Hertz of Vehicles After Termination Date” (iv) any such termination that results from an Event of Default shall not affect Hertz’s rights to set a hearing date for the Motions within ten (10) calendar days of the Termination Date or the obligations of the Debtor, FSNA, McDonnell and the Prevailing Purchaser not oppose the relief sought by Hertz under the Motions, (v) any such termination that results from the failure of the Closing to occur on or before March 31,

2014 shall not affect the lifting of the automatic stay of Section 362 of the Bankruptcy Code as provided in Section 10 above, and (vi) any such termination shall not affect the stipulation of the Debtor and Hertz as to the termination of the Leases set forth in Section 2 hereof or the effectiveness of the Terminations contemplated in Section 9 hereof. The rights and obligations set forth in (i) – (vi) above shall survive any termination of this Agreement.”

6. No Other Amendments. Except as specifically amended hereby, the Original Agreement, including the schedules thereto, shall continue in full force and effect as written.

7. Governing Law. This Amendment and all matters arising out of or related thereto will be governed by (i) to the extent applicable, the Bankruptcy Code; and (ii) to the extent the Bankruptcy Code is not applicable, the laws of the State of Mississippi.

8. Entire Agreement. This Amendment, the Original Agreement and the Releases represent the entire agreement among the Parties with respect to the subject matter hereof and supersede and render null and void any and all prior agreements or contracts, whether oral or written, that exist or existed among the Parties with respect to the subject matter hereof.

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

10. Miscellaneous. The provisions of Sections 15 (Consent to Jurisdiction), 16 (Costs and Expenses), 21 (Headings), 22 (No Third-Party Beneficiaries), 23 (Amendment; Successors and Assignment), 26 (Interpretation), 27 (Construction), 28 (Waiver) and 30 (Notices) of the Original Agreement shall apply to this Amendment, *mutatis mutandis*, as if set forth herein.

11. Effectiveness of Amendment. The effectiveness of this Amendment shall be conditioned on (i) the Stalking Horse Buyer, in its capacity as the DIP Lender under the DIP Facility, providing written notice to Debtor of the extension of the maturity date of the DIP Facility to March 31, 2014, and (ii) the entry of an order by the Bankruptcy Court approving this Amendment (the “Amendment Approval Order”), which order shall have become Effective in accordance with the terms of this Amendment. The Amendment Approval Order shall be deemed to be “Effective” (i) immediately upon the issuance of the Amendment Approval Order by the Bankruptcy Court so long as all objections, if any, in respect of this Amendment have been consensually resolved on or prior to the date on which the hearing on this Amendment occurs or (ii) if any such objection has been overruled by the Bankruptcy Court, at the time the Amendment Approval Order becomes final and non-appealable. To effectuate the foregoing, the Amendment Approval Order shall provide for its immediate effectiveness and enforceability upon entry, and shall waive anything to the contrary in Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule or Local Rule or Rule 62(a) of the Federal Rules of Civil Procedure. Upon the Effectiveness of this Amendment, the Original Agreement shall thereupon be deemed to be amended and/or restated as hereinabove set forth as fully and with the same effect as if the amendments and/or restatements made hereby were originally set forth in the Original Agreement, and this Amendment and the Original Agreement shall henceforth respectively be read, taken and construed as one and the same instrument, but such

amendments and/or restatements shall not operate so as to render invalid or improper any action heretofore taken under the Original Agreement.

[Signature page follows.]

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

THE HERTZ CORPORATION

By: _____
Name: _____
Title: _____

**FRANCHISE SERVICES OF NORTH AMERICA,
INC.**

By: _____
Name: _____
Title: _____

SIMPLY WHEELZ LLC

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

THOMAS P. MCDONNELL III, Individually