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UNITED STATES OF AMERICA

- E. “FSNA/Macquarie” means, after FSNA is re-domiciled as a Delaware corporation and the consummation of the Adreca/FSNA Merger, FSNA as the owner of an Acquirer of all or a portion of the Assets To Be Divested.
- F. “Macquarie” means MIHI LLC, an indirect subsidiary of Macquarie Group Limited, and includes its directors, officers, employees, agents, representatives, successors, and assigns of each.
- G. “Commission” means the Federal Trade Commission.
- H. “Acquirer” means Adreca (including Advantage after the First Closing) and any other Person that receives the prior approval of the Commission to acquire any or all of the Appendix A Airport Concessions, the Appendix B Airport Concessions, the Additional Assets To Be Divested and, as applicable, the Substitute Airport Concessions pursuant to Paragraphs II or IV of this Order.
- I. “Additional Assets To Be Divested” means Airport Concession Agreements with respect to the locations listed in Confidential Appendix C (“Appendix C Airport Concessions”) to this Order and any assets identified on Confidential Appendix C to this Order, to the extent assigned or allocated by the Airport Authority under the applicable Airport Concession Agreements; *provided, however*, if the Commission designates the confidential Airport X Concession Agreements as a Substitute Airport Concession for the confidential Airport Y Concessions, then the Additional Assets To Be Divested shall no longer include the confidential Airport Y Concessions; *provided further* that Additional Assets to Be Divested shall not include any assets identified on Confidential Appendix C that the Acquirer declines to acquire.
- J. “Adreca” means Adreca Holdings Corp., a Delaware corporation incorporated for the purpose of acquiring Advantage from Respondent Hertz, initially wholly owned by Macquarie and, following the re-domiciliation of FSNA as a Delaware corporation and the consummation of the Adreca/FSNA Merger, a wholly owned subsidiary of FSNA.
- K. “Adreca/FSNA Merger” means the merger of Advantage Company Holdings, Inc., a Delaware corporation wholly owned by FSNA, with and into Adreca, pursuant to the Agreement and Plan of Merger, dated as of July 13, 2012, attached as Confidential Appendix F to this Order.
- L. “Advantage Airport Concessions” means the Appendix A Airport Concessions and any other Airport Concession pursuant to an Airport Concession Agreement entered into by Advantage and any Airport Authority prior to the Effective Date.
- M. “Advantage Assets To Be Divested” means Advantage, including, but not limited to all Appendix A Airport Concessions and all of Advantage’s right, title, and interest in and to the Assets and Assets Associated with the Advantage Car Rental Facilities; *provided, however*, if the Commission designates one or more Substitute Airport Concessions and all of DTAG’s rights, titles, and interests in and to the Assets and Assets Associated with such Substitute Airport Concession(s) as an Advantage Asset To Be Divested, then the

Advantage Assets To Be Divested shall no longer include such Appendix A Airport Concession(s).

- N. “Airport Authority” means the Person with the authority, whatever the basis (i.e. regulatory, statutory, or contractual), to enter into an Airport Concession Agreement.
- O. “Airport Authority Approvals” means any permissions or sanctions issued by any Airport Authority, including, but not limited to, licenses, permits, authorizations, registrations, certifications, certificates of occupancy, and certificates of need that are required for the Operation Of The Airport Concession, including but not limited to approvals that an Acquirer must have to operate as a new operator of an Advantage Airport Concession acquired prior to the Time of Divestiture, an Appendix B Airport Concession, an Appendix C Airport Concession and, as applicable, a Substitute Airport Concession, or to continue to operate an Appendix A Airport Concession.
- P. “Airport Concession” means a Car Rental Facility serving an airport pursuant to an Airport Concession Agreement between a Person and an Airport Authority.
- Q. “Airport Concession Agreement” means the agreement between a Person and an Airport Authority setting forth the terms and conditions for operating an Airport Concession.
- R. “Airport X Concession Agreements” means the Airport Concession Agreements with respect to the airport listed in Confidential Appendix C-1 and any assets identified in Confidential Appendix C-1 to the extent assigned or allocated by the Airport Authority under the applicable Airport Concession Agreements listed in Confidential Appendix C-1 to this Order.
- S. “Airport Y Concessions” means the Additional Assets To Be Divested relating to the airports listed in Confidential Appendix C as Airport Y.
- T. “Appendix A Airport Concessions” means the Advantage Airport Concessions listed in Confidential Appendix A to this Order, all Advantage’s rights, titles, and interests in and to the Advantage Assets, and the Advantage Assets Associated with each.
- U. “Appendix B Airport Concessions” means the DTAG Airport Concessions listed in Confidential Appendix B to this Order, all DTAG’s rights, titles, and interests in and to the DTAG Assets, and the DTAG Assets Associated with each.
- V. “Assets” means all the assets used in the Operation Of A Car Rental Facility, whether real or personal, tangible and intangible, including, but not limited to:
 - 1. furniture;
 - 2. counter space and products;
 - 3. improvements;
 - 4. fixtures;

5. machinery/equipment including, but not limited to, vehicle moving equipment, floor jacks, stanchions, car washes, etc.;
6. IT equipment including, but not limited to, telephones, printers, computers, etc.;
7. vehicles, including, but not limited to, automobiles available for rental and buses to transport customers from an airport terminal to a Car Rental Facility;
8. infant/child seats;
9. signage;
10. telephone numbers;
11. marketing materials;
12. customer lists;
13. GDS Chain Codes;
14. E-toll and tracking devices; and
15. GPS devices.

PROVIDED, HOWEVER, that “Assets” does not include any Excluded Assets.

W. “Assets Associated” means the following assets Relating To the Operation Of A Car Rental Facility:

1. all rights, including, but not limited to Airport Authority Approvals, to operate at an Airport Concession pursuant to an Airport Concession Agreement;
2. leases for the Real Property of the Car Rental Facility, including but not limited to
 - a. ready return parking spaces;
 - b. overflow parking spaces; and
 - c. Quick Turn-Around Areas;
3. consumable or disposable inventory, including, but not limited to, products used to maintain and prepare the applicable Acquirer’s cars being leased from that facility for use as rental cars;
4. all rights, title and interest of Respondent Hertz or DTAG in any tangible property (except for consumable or disposable inventory) that has been on the premises of a Car Rental Facility at any time since January 1, 2012, including, but not limited to, all equipment, furnishings, fixtures, improvements, and appurtenances;

5. books, records, files, correspondence, manuals, computer printouts, databases, and other documents Relating To The Operation Of The Car Rental Facility located on the premises of the Car Rental Facility or in the possession of the Regional Manager responsible for such Car Rental Facility (or copies thereof where Respondent Hertz or DTAG has a legal obligation to maintain the original document), including, but not limited to:
 - a. financial records;
 - b. personnel files;
 - c. maintenance records;
 - d. documents Relating To policies and procedures;
 - e. documents Relating To quality control;
 - f. except, upon a showing to the satisfaction of the Commission, and only to the extent that a document provides, according to its terms or pursuant to the terms of other binding agreements with such applicable Insurer or Supplier, that it cannot be disclosed to third parties even with the permission of Respondent Hertz to make such disclosure:
 - (1) documents Relating To Insurers;
 - (2) documents Relating To Suppliers; and
 - (3) copies of contracts with Insurers and Suppliers;
6. all permits and licenses, to the extent transferable;
7. Intangible Property; and
8. assets that are used in, or necessary for, the Operation Of The Car Rental Facility.

PROVIDED, HOWEVER, that “Assets Associated” does not include Excluded Assets.

- X. “Assets To Be Divested” means the Advantage Assets To Be Divested, the DTAG Assets To Be Divested and the Additional Assets To Be Divested.
- Y. “Boketo LLC” means the Delaware limited liability company wholly owned by Macquarie that is initially the sole shareholder of Adreca and, following the consummation of the Adreca/FSNA Merger, an equity investor in FSNA.
- Z. “Car Rental Facility” or “Car Rental Facilities” means a facility or facilities at which a rental vehicle is picked up and/or returned.
- AA. “Confidential Business Information” means competitively sensitive, proprietary, and all other information that is not in the public domain owned by or pertaining to a Person or a

Person's business, and includes, but is not limited to, all customer lists, price lists, contracts, cost information, marketing methods, patents, technologies, processes, or other trade secrets.

BB. "Divestiture Agreement" and "Divestiture Agreements" means:

1. the "Divestiture Agreements," including but not limited to the Purchase Agreement dated as of July 13, 2012, by and between Adreca and The Hertz Corporation, and all attachments and exhibits (and amendments approved by the

16. all Supplier or provider numbers issued to Respondent Hertz or DTAG by a Supplier or Insurer with respect to any Car Rental Facility;
 17. rights under agreements with Insurers and Suppliers that are not assignable even if Respondent Hertz and DTAG approve such assignment;
 18. office equipment and furniture that (a) is not, in the Ordinary Course Of Business, physically located at a Car Rental Facility, (b) is shared with Car Rental Facilities other than as Asset To Be Divested, and (c) is not necessary to the Operation Of The Car Rental Facility constituting the Asset To Be Divested;
 19. Licensed Intangible Property;
 20. strategic planning documents that relate to the Operation Of The Car Rental Facility other than an Asset To Be Divested; and are not located on the premises of the Car Rental Facility; and
 21. any other Assets or Assets Associated not assumed or acquired by the applicable Acquirer pursuant to the applicable Divestiture Agreements.
- II. “Expiration Date” means the date one (1) year from the date the Commission accepts the Consent Agreement for public comment.
- JJ. “First Closing” means the date on which Respondent Hertz divests Advantage to an Acquirer pursuant to applicable Divestiture Agreements.
- KK. “GDS Chain Code” means, for a car rental brand, the unique two letter code used by travel agents, online reservation sites, and large corporations in a worldwide computerized reservation network that enables reservation messages to be identified and delivered to the appropriate car rental brand and to facilitate distribution. The GDS Chain Code for Advantage and Simply Wheelz, respectively, is “AD” and “ZH”.
- LL. Insurer(s)” means any Person(s) that is subject to regulation by a state insurance regulator authority as a result of its payment for losses.
- MM. “Intangible Property” means intangible property Relating To the Operation Of The Car Rental Facility including, but not limited to, intellectual property, Software, computer programs, patents, know-how, goodwill, technology, trade secrets, technical information, marketing information, protocols, quality control information, trademarks, trade names, including, but not limited to the Advantage brand name, service marks, logos, and the modifications or improvements to such intangible property..
- NN. “Key Employee” means the following full-time positions within FSNA/Macquarie or its Advantage subsidiary encompassing the functions of: President of Advantage; Chief Operating Officer; Chief Financial Officer; Fleet Manager; Pricing Manager; VP Advantage; VP of Marketing; Director of Airport Relations; Director of Operations Systems (TSD Manager); Financial Planning and Analysis Manager; Insurance Subrogation Manager; Yield/Upsell Manager; and Controller/Advantage

- OO. “Licensed Intangible Property” means intangible property licensed to Respondent Hertz from a third party, including intangible property licensed to Respondent Hertz pursuant to its acquisition of DTAG, Relating To the Operation Of The Car Rental Facility including, but not limited to, intellectual property, Software, computer programs, patents, know-how, goodwill, technology, trade secrets, technical information, marketing information, protocols, quality control information, trademarks, trade names, service marks, logos, and the modifications or improvements to such intangible property that are licensed to Respondent Hertz. (“Licensed Intangible Property” does not mean modifications and improvements to intangible property that are not licensed to Respondent Hertz).
- PP. “Management Services Agreement” means the Management Services Agreement, dated as of July 13, 2012, pursuant to which FSNA will, until it is re-domiciled as a Delaware corporation and the consummation of the Adreca/FSNA Merger, manage Advantage upon its divestiture by Respondent Hertz to Adreca. (The Management Services Agreement is attached as Confidential Appendix G to this Order.)
- QQ. “Monitor” means the Person appointed to act as monitor, including any substitute monitor(s) by the Commission pursuant to Paragraph III of this Order.
- RR. “Monitor Agreement” means the Monitor Agreement dated as of October 15, 2012, between Hertz and Roger H. Ballou. (The Monitor Agreement is attached as Appendix D to this Order. The Monitor Compensation Agreement is attached as Confidential Appendix D-1 to this Order.)
- SS. “Obtain For The Acquirer All The Necessary Airport Authority Approvals” means that Respondent Hertz has, at no cost to an Acquirer, obtained for such Acquirer all Airport Authority Approvals necessary for such Acquirer to operate an Airport Concession.
- TT. “Operation Of A Car Rental Facility” and “Operation Of The Car Rental Facility” mean all activities Relating To the business of a Car Rental Facility, including, but not limited to:
1. owning or leasing and maintaining a fleet of vehicles at the Car Rental Facility;
 2. attracting customers to rent vehicles at the Car Rental Facility;
 3. providing service related to providing a rental vehicle to a customer at the Car Rental Facility;
 4. maintaining, cleaning, and otherwise servicing the cars rented to customers at the Car Rental Facility;
 5. purchasing supplies and equipment for the Car Rental Facility;
 6. negotiating leases for the premises of the Car Rental Facility;
 7. dealing with Insurers of vehicles offered for rent at the Car Rental Facility; and

8. dealing with Airport Authority Approvals

PROVIDED, HOWEVER, that Respondent Hertz may, at the Time of Divestiture substitute for any Appendix B Airport Concession and the DTAG Assets and Assets Associated therewith an Advantage Airport Concession and the Advantage Assets and Assets Associated therewith serving that airport or, in the case of any Additional Assets To Be Divested, substitute for the applicable Appendix C Airport Concession, an Airport Concession Agreement sufficient to permit the Acquirer to conduct the Operation Of A Car Rental Facility at the applicable airport location in a manner substantially similar to the on-airport operation of either DTAG brand at such airport prior to the applicable divestiture date.

PROVIDED, HOWEVER, that if, within 180 days after the date the Order becomes final, Respondent Hertz has not acquired a majority of the DTAG Shares, the Commission may, in its discretion, notify Respondent Hertz that it shall divest the Assets To Be Divested only pursuant to the following terms:

- a. Respondent Hertz shall not acquire a majority of the DTAG Shares until it receives the Commission's prior

4. with respect to all Other C

5. eliminate or waive any contractual rights or other restrictions of Respondent Hertz that would otherwise prevent the Employee from being employed by the applicable Acquirer;
 6. eliminate or waive any confidentiality restrictions of Respondent Hertz that would prevent the Employee who accepts employment with the applicable Acquirer from using or transferring to such Acquirer any information Relating To the Operation Of The Car Rental Facility; and
 7. pay, for the benefit of any Employee who accepts employment with the applicable Acquirer, all accrued bonuses, vested pensions and other accrued benefits consistent with the terms of any applicable benefit plans except to the extent assumed by such Acquirer under the Divestiture Agreements.
- G. For a period of two (2) years following the Time Of Divestiture of each Asset To Be Divested, Respondent Hertz shall not directly or indirectly, solicit, induce, or attempt to solicit or induce any Employee who is employed by an Acquirer to terminate his or her employment relationship with such Acquirer, unless that employment relationship has already been terminated by such Acquirer; *provided, however*, Respondent Hertz may make general advertisements for employees including, but not limited to, in newspapers, trade publications, websites, or other media not targeted specifically at such Acquirer's Employees; *provided further* that Respondent Hertz may hire employees who apply for employment with Respondent Hertz, as long as such employees were not solicited by Respondent Hertz in violation of this Paragraph; *provided further* that Respondent Hertz may offer employment to any Employee who is employed by an Acquirer in only a part-time capacity, if the employment offered by Respondent Hertz would not, in any way, interfere with the Employee's ability to fulfill his or her employment responsibilities to the applicable Acquirer; *provided further* that Respondent Hertz may offer employment to any Employee who is not a salaried managerial Employee.
- H. For a period of eighteen (18) months following the Time Of Divestiture of each DTAG Airport Concession listed in Confidential Appendix E, Respondent Hertz shall not directly or indirectly attempt to obtain an Airport Concession Agreement for the DTAG brand or brands identified at those airports; *provided, however*, that, with regard to any airport listed in Confidential Appendix E this Paragraph II.H prohibition shall not prohibit Respondent Hertz from (1) seeking to obtain a single Airport Concession Agreement for both the Hertz and one or more DTAG brands at any such airport; (2) if prior to the Time of Divestiture, DTAG operates more than one Airport Concession pursuant to separate Airport Concession Agreements for its brands at that airport, from attempting to obtain one Airport Concession Agreement for such DTAG brand or brands; (3) attempting to obtain an Airport Concession Agreement with an airport that is soliciting bids for a new or modified facility scheduled to open at least eighteen (18) months following the Time Of Divestiture at that airport; or (4) seeking to obtain an Airport Concession Agreement for a DTAG brand or brands, if Respondent Hertz submits thirty (30) days prior written notification to Commission staff that such airport has, since the Order became final, increased the number of available Airport Concessions.

- I. Respondent Hertz shall:
1. not, except to the extent required by applicable law or otherwise by any Airport Authority, disclose Confidential Business Information relating exclusively to any of the Assets To Be Divested to any Person other than the applicable Acquirer;
 2. after the Time Of Divestiture of such Asset To Be Divested:
 - a. not use Confidential Business Information relating exclusively to any of the Assets To Be Divested for any purpose other than complying with the terms of this Order or with any law; and
 - b. destroy all records of Confidential Business Information relating exclusively to any of the Assets To Be Divested, except to the extent that:
 - (1) Respondent Hertz is required by law to retain such information or requires such information for financial or regulatory reporting purposes;
 - (2) Respondent Hertz may require such information to perform its obligations under the Divestiture Agreements;
 - (3) Respondent Hertz may retain tax and employment records in a manner consistent with its general corporate policies; and
 - (4) Respondent Hertz's inside or outside attorneys may keep one copy solely for archival purposes, but may not disclose such copy to the rest of Respondent Hertz.
- J. At the Time Of Divestiture of each Asset To Be Divested, Respondent Hertz shall provide the applicable Acquirer with manuals, instructions, and specifications sufficient for such Acquirer to access and use any information:
1. divested to such Acquirer pursuant to this Order, or
 2. in the possession of such Acquirer, and previously used by Respondent Hertz in the Operation Of The Car Rental Facility.
- K. Respondent Hertz shall convey to the applicable Acquirer the non-exclusive right to use any Licensed Intangible Property (to the extent permitted by the third-party licensor and at such Acquirer's cost and expense), if such right is required for the Operation Of The Car Rental Facility by such Acquirer and if such Acquirer is unable, using commercially reasonable efforts, to obtain equivalent rights from other third parties on commercially reasonable terms and conditions.
- L. Respondent Hertz shall do nothing to prevent or discourage Suppliers that, prior to the Time Of Divestiture of any Car Rental Facility, supplied goods and services for use in such Car Rental Facility from continuing to supply goods and services for use in such Car Rental Facility.
- M. Respondent Hertz shall not terminate the Transition Services Agreement attached to the Purchase Agreement as Exhibit D, or, if Adreca or FSNA/Macquarie are not the applicable Acquirer, any transition services agreement that is a part of the Divestiture Agreements before the end of the term approved by the Commission without:

1. the written agreement of the applicable Acquirer and thirty (30) days prior notice to the Commission; or,
2. in the case of a proposed unilateral te

- D. Respondent Hertz shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:
1. The Monitor shall have the power and authority to monitor Respondent Hertz's compliance with the terms of this Order, the Order to Maintain Assets, and the Divestiture Agreements, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of this Order and in consultation with the Commission, including, but not limited to:
 - a. assuring that Respondent Hertz expeditiously complies with all of its obligations and performs all of its

6. Respondent Hertz shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor.
- 7.

IV.

IT IS FURTHER ORDERED that:

- A. If Respondent Hertz has not divested, absolutely and in good faith and with the Commission's prior approval, all of the Assets To Be Divested pursuant to Paragraph II.A. of this Order, the Commission may appoint a Divestiture Trustee to divest any of the Assets To Be Divested that have not been divested pursuant to Paragraph II.A of this Order in a manner that satisfies the requirements of Paragraph II of this Order to one or more Acquirers, which may include negotiations with Airport Authorities regarding Airport Authority Approvals for such Assets To Be Divested. In the event that the Commission or the Attorney General brings an action pursuant to Section 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the Commission, Respondent Hertz shall consent to the appointment of a trustee in such action to divest the relevant assets in accordance with the terms of this Order. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph IV shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court appointed trustee, pursuant to § 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondent Hertz to comply with this Order.
- B. If Respondent Hertz has not submitted for the Commission's prior approval a proposed Divestiture Agreement with an Acquirer for the divestiture of the Additional Assets To Be Divested within sixty (60) days of the date Respondent Hertz signed the Agreement Containing Consent Orders, as required by Paragraph II.A.3, or if the Commission denies its approval for any such proposed Divestiture Agreement or Acquirer, the Commission may appoint a Divestiture Trustee (i) to enter into a Divestiture Agreement with an Acquirer for the Additional Assets To Be Divested, and (ii) to divest the Additional Assets To Be Divested to such Acquirer in a manner that satisfies the requirements of Paragraph II of this Order and that receives the prior approval of the Commission.
- C. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent Hertz, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a Person with experience and expertise in acquisitions and divestitures. If Respondent Hertz has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after receipt of notice by the staff of the Commission to Respondent Hertz of the identity of any proposed Divestiture Trustee, Respondent Hertz shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- D. Within ten (10) days after appointment of a Divestiture Trustee, Respondent Hertz shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the trustee all rights and powers necessary to permit the trustee to effect the divestitures required by this Order.

- E. If a trustee is appointed by the Commission or a court pursuant to this Order, Respondent Hertz shall consent to the following terms and conditions regarding the trustee's powers, duties, authority, and responsibilities:
1. Subject to the prior approval of the Commission, the trustee shall have the exclusive power and authority to divest any of the Assets To Be Divested that have not been divested pursuant to Paragraph II.A of this Order.
 2. The trustee shall have twelve (12) months from the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve (12) month period, the trustee has submitted an application for divestiture approval, or if the Commission believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission to review pending applications for divestiture approval and to complete any approved divestitures.
 3. Subject to any demonstrated legally recognized privilege, the trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be divested by this Order and to any other relevant information, as the trustee may request. Respondent Hertz shall develop such financial or other information as the trustee may request and shall cooperate with the trustee. Respondent Hertz shall take no action to interfere with or impede the trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondent Hertz shall extend the time for divestiture under this Paragraph IV in an amount equal to the delay, as determined by the Commission or, for a court appointed trustee, by the court.
 4. The trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondent Hertz's absolute and unconditional obligation to divest expeditiously and at no minimum price; *provided, however*, the trustee may obligate Respondent Hertz to make certain payments with regard to airport concession minimum annual guarantees similar to the obligations in the Purchase

those approved by the Commission;

- H. The trustee appointed pursuant to this Paragraph may be the same Person appointed as the Monitor pursuant to the relevant provisions of this Order or the Order to Maintain Assets.

V.

IT IS FURTHER ORDERED that if Adreca acquires any or

- B. Beginning twelve (12) months after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next four (4) years, Respondent Hertz shall submit to the Commission verified written reports setting forth in detail the manner and form in which it is complying and has complied with this Order, the Order to Maintain Assets, and the Divestiture Agreements. Respondent Hertz shall submit at the same time a copy of these reports to the Monitor.

VII.

IT IS FURTHER ORDERED that Respondent Hertz shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of Respondent Hertz;
- B. Any proposed acquisition, merger or consolidation of Respondent Hertz; or
- C. Any other change in Respondent Hertz, including but not limited to assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

VIII.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondent Hertz, Respondent Hertz shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of Hertz and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession or under the control of Respondent Hertz related to compliance with this Order, which copying services shall be provided by Respondent Hertz at the request of the authorized representative(s) of the Commission and at the expense of Respondent Hertz; and
- B. Upon five (5) days' notice to Hertz and without restraint or interference from Hertz, to

CONFIDENTIAL APPENDICES A-I

[Redacted From the Public Record Version, but Incorporated By Reference]