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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): April 24, 2023

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.)

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

07054
(Zip Code)

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

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

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

- 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:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
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.

Item 1.01 Entry into Material Definitive Agreements.

On April 24, 2023 (the “Closing Date”), our Avis Budget Rental Car Funding (AESOP) LLC subsidiary (“ABRCF”) completed an amendment and renewal of its asset-backed variable-funding financing facilities, which provide a portion of the financing for our rental car fleet in the United States. This financing is primarily 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, the aggregate amount of the Series 2010-6 Notes facility was increased from \$3.56 billion to \$4.27 billion, and the aggregate amount of the Series 2015-3 Notes facility was increased from \$342 million to \$421.37 million. These increased aggregate amounts will be reduced on August 31, 2023 by \$225 million and \$25 million respectively, and fully reduced back to the total aggregate amounts of \$3.56 billion and \$342 million respectively on the earlier to occur of October 31, 2023 and the date ABRCF completes an offering of a new series of notes.

The foregoing summary of the notes is qualified in its entirety by reference to the full text of the Second Amendment to the Fifth Amended and Restated Series 2010-6 Supplement, a copy of which is attached hereto as Exhibit 10.1, and the Second Amendment to the Third 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.

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 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:

Exhibit No.	Description
10.1	<u>Second Amendment to the Fifth Amended and Restated Series 2010-6 Supplement, dated as of April 24, 2023, 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>
10.2	<u>Second Amendment to the Third Amended and Restated Series 2015-3 Supplement, dated as of April 24, 2023, 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>
104	The cover page from this Current Report on Form 8-K formatted in Inline XBRL (included as Exhibit 101).

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: April 28, 2023

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

This SECOND AMENDMENT TO THE FIFTH AMENDED AND RESTATED SERIES 2010-6 SUPPLEMENT (this "Amendment"), dated as of April 24, 2023 amends the Fifth Amended and Restated Series 2010-6 Supplement (as amended to date, the "Series 2010-6 Supplement"), dated as of April 14, 2022, 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, among other things, (i) include certain mechanics in connection with a bridge facility and (ii) replace Schedule I thereto with a new Schedule I in the form of Schedule B to this Amendment; and

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. Amendments.

(a) The following definitions are (x) to the extent already set forth in Article I(b) of the Series 2010-6 Supplement, 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, (y) to the extent such definition is double underlined in its entirety, inserted into Article I(b) of the Series 2010-6 Supplement in the appropriate alphabetical order and (z) to the extent such definition is lined out in its entirety, deleted from Article I(b) of the Series 2010-6 Supplement:

“Bridge Closing Date” means April 24, 2023.

“Bridge Decrease” is defined in Section 2.5(e).

“Bridge Decrease Date” means August 31, 2023.

“Bridge Purchaser Group” means each CP Conduit Purchaser Group and Non-Conduit Purchaser Group that is designated as such on Schedules I-C or I-D, as applicable, or that ABRCF otherwise designates as such by notifying in writing the Administrative Agent and the Trustee.

“Bridge Repayment Date” means the first Business Day following the earlier of (x) the first Series Closing Date with respect to any Series of Notes (other than Variable Funding Notes) following the Bridge Closing Date and (y) the Reduction Date.

“Class A Maximum Purchaser Group Invested Amount” means, (1) ~~prior to~~ on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-C under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-C under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, (2) if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-D under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group

on Schedule I-D under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, ~~(3) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date,~~ with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-A under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-A under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement; and ~~(24) on or~~ and after the Reduction Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-B under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-B under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, in each case, as such amount may be increased or reduced from time to time as provided in Section 2.6. The Class A Maximum Purchaser Group Invested Amount with respect to each Non-Extending Purchaser Group shall be reduced by the Class A Maximum Purchaser Group Invested Amount of such Non-Extending Purchaser Group on the Class A Scheduled Expiry Date with respect to such Purchaser Group to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2010-6 Notes to a replacement Purchaser Group as provided in Section 2.6(d).

“Class A/B Maximum Invested Amount” means the sum of (x) the Class A Maximum Invested Amount and (y) the Class B Maximum Invested Amount, in each case only taking into consideration the Class A Maximum Purchaser Group Invested Amounts and Class B Maximum Purchaser Group Invested Amounts set forth on Schedule I-B of this Supplement, regardless of whether the Reduction Date, the Bridge Decrease Date or the Bridge Repayment Date has occurred.

“Class B Maximum Purchaser Group Invested Amount” means, ~~(1) prior to on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date,~~ with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-C under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-C under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, ~~(2) if the Bridge Repayment Date has not yet occurred, and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge~~

Repayment Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-D under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-D under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, (3) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-A under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-A under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement; and (2) on or after the Reduction Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-B under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-B under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, in each case, as such amount may be increased or reduced from time to time as provided in Section 2.6. The Class B Maximum Purchaser Group Invested Amount with respect to each Non-Extending Purchaser Group shall be reduced by the Class B Maximum Purchaser Group Invested Amount of such Non-Extending Purchaser Group on the Class B Scheduled Expiry Date with respect to such Purchaser Group to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2010-6 Notes to a replacement Purchaser Group as provided in Section 2.6(d).

“Class R Maximum Invested Amount” means, (1) prior to on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-C under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement, (2) if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-D under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement, (3) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding

the Reduction Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-A under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement and ~~(24)~~ on and after the Reduction Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-B under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement, in each case, as such amount may be increased from time to time as provided in Section 2.6.

“Schedule I” means, unless otherwise specified, (i) ~~prior to on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, Schedule I-C hereto,~~ (ii) ~~if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, Schedule I-D hereto,~~ (iii) ~~if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date, Schedule I-A hereto and~~ ~~(iiiiv)~~ on and after the Reduction Date, Schedule I-B hereto, in ~~either~~each case, as modified to include any revised schedule in connection with a Purchaser Group Supplement.

“Series 2010-6 Maximum Invested Amount” means, on any date of determination, the sum of (i) the Maximum Purchaser Group Invested Amount and (ii) the Class R Maximum Invested Amount on such date; provided that on and after the Bridge Decrease Date, the Bridge Repayment Date and/or the Reduction Date, the Series 2010-6 Maximum Invested Amount shall be reduced in accordance with Section 2.10, as applicable.

(b) Section 2.5 of the Series 2010-6 Supplement is hereby amended and restated as follows, (i) by deleting each text thereof which is lined out and (ii) by inserting each text thereof which is double underlined:

Section 2.5. Procedure for Decreasing the Series 2010-6 Invested Amount; Optional Termination.

(a) Subject to the following sentence, on any Business Day prior to the occurrence of an Amortization Event, upon the written request of ABRCF or the Administrator on behalf of ABRCF, the Series 2010-6 Invested Amount or during any Series 2010-6 Controlled Amortization Period the Class A Invested Amount and Class B Invested Amount only, may be reduced (a “Decrease”) by the Trustee’s withdrawing (as set forth in such request) (x) funds on deposit in the Series 2010-6 Excess Collection Account on such Business Day in an amount not to exceed the amount of such funds on deposit therein on such Business Day (after giving effect to any application pursuant to clauses (i), (ii) and (iii) of Section 3.2(f)) and/or (y) if such Business Day is during any Series 2010-6 Controlled Amortization Period, funds on deposit in the Series 2010-6 Collection Account on such Business Day in an amount not to exceed the amount of such funds on deposit therein on such Business Day that were allocated to the Series 2010-6 Notes pursuant to Section 3.2(b)(ii) on or prior to such Business Day which have not previously been withdrawn

therefrom pursuant to either this clause (y) to make a Decrease or pursuant to Section 3.5(a) to be paid to the holders of the Series 2010-6 Notes, and, in each case, depositing such funds into the Series 2010-6 Distribution Account and distributing such funds to the Administrative Agent on such Business Day in accordance with Section 3.5(b); provided that ABRCF shall have given the Administrative Agent and each Committed Note Purchaser (with a copy to the Trustee) irrevocable written notice (effective upon receipt) of the amount of such Decrease prior to 9:30 a.m. (New York City time) on the second Business Day prior to such Decrease; provided, further, that any such Decrease (other than in accordance with a Bridge Decrease pursuant to Section 2.5(e)) shall be in an amount equal to \$10,000,000 and integral multiples of \$500,000 in excess thereof (or if such Decrease will be used to reduce one or more Non-Extending Purchaser Group's Purchaser Group Invested Amounts, such Decrease may be in such amount as is necessary to reduce the Purchaser Group Invested Amounts of all such Non-Extending Purchaser Groups as necessary to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2010-6 Notes to a replacement Purchaser Group as provided in Section 2.6(d)). Notwithstanding the previous sentence, the Class R Notes shall not be subject to a Decrease during any Series 2010-6 Controlled Amortization Period. Upon each Decrease, the Administrative Agent shall indicate in its records such Decrease, the Purchaser Group Invested Amount outstanding with respect to each Purchaser Group after giving effect to such Decrease and the Class R Invested Amount outstanding with respect to each Committed Note Purchaser after giving effect to such Decrease. Upon receipt of any notice required by Section 2.5(a) from ABRCF, the Administrative Agent shall forward (by telecopy or electronic messaging system) a copy of such notice to each Non-Conduit Purchaser and the Funding Agent with respect to each CP Conduit Purchaser Group, no later than 1:00 p.m. (New York City time) on the Business Day received. For the avoidance of doubt, payments made in connection with a Bridge Decrease may be made on a non-pro rata basis to the Purchaser Groups if required to cause a Purchaser Group's Class A Purchaser Group Invested Amount to equal the Class A Maximum Purchaser Group Invested Amount, as determined by ABRCF and notified to the Trustee and Administrative Agent in writing.

(b) On any Business Day, ABRCF shall have the right to deliver an irrevocable written notice (an "Optional Termination Notice") to the Administrative Agent, each Committed Note Purchaser, the Trustee, the Administrator, Standard & Poor's, Moody's and the Rating Agencies in which ABRCF declares that the Commitments shall terminate on the date (the "Optional Termination Date") set forth in such notice (which date, in any event, shall be a Distribution Date not less than twenty Business Days from the date on which such notice is delivered). Upon receipt of any Optional Termination Notice from ABRCF, the Administrative Agent shall promptly notify each Non-Conduit Purchaser and the Funding Agent with respect to each CP Conduit Purchaser Group thereof.

(c) From and after the Optional Termination Date, the Series 2010-6 Rapid Amortization Period shall commence for all purposes under this Supplement, the Base Indenture and the Related Documents.

(d) If there are Principal Collections on deposit in the Series 2010-6 Excess Collection Account on any Business Day on which the Purchaser Group Invested Amount with respect to any Non-Extending Purchaser Group shall not have been reduced as necessary to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2010-6 Notes to a replacement Purchaser Group as provided in Section 2.6(d) and ABRCF would be permitted under the terms of Section 2.5(a) to effect a Decrease with such funds, ABRCF shall request such a Decrease in accordance with Section 2.5(a) on the earliest possible date.

(e) Upon the Bridge Repayment Date, the Bridge Decrease Date and/or the Reduction Date, ABRCF shall deposit into the Series 2010-6 Excess Collection Account an amount equal to the amount required to reduce the Class A Purchaser Group Invested Amount for each Purchaser Group to the Class A Maximum Purchaser Group Invested Amount listed on (x) if the Bridge Decrease Date has occurred and the Bridge Repayment Date has not yet occurred, Schedule I-D hereto, (y) if the Bridge Repayment Date has occurred and the Reduction Date has not yet occurred, Schedule I-A hereto and (z) if the Reduction Date has occurred, Schedule I-B hereto, and shall use such amount to make a Decrease (such Decrease, a "Bridge Decrease") in accordance with Section 2.5(a) and this Section 2.5(e). ABRCF or the Administrator on behalf of ABRCF, shall instruct the Trustee to reduce the Class A Purchaser Group Invested Amount for each Purchaser Group so that such Purchaser Group's Class A Purchaser Group Invested Amount is equal to or less than the Class A Maximum Purchaser Group Invested Amount set forth on (x) if the Bridge Decrease Date has occurred and the Bridge Repayment Date has not yet occurred, Schedule I-D hereto, (y) if the Bridge Repayment Date has occurred and the Reduction Date has not yet occurred, Schedule I-A hereto and (z) if the Reduction Date has occurred, Schedule I-B hereto. ABRCF or the Administrator on its behalf shall have given the Administrative Agent (with a copy to the Trustee) irrevocable written notice (effective upon receipt) (with a copy to each Bridge Purchaser Group) of the amount of such Bridge Decrease prior to 9:30 a.m. (New York City time) on the second Business Day prior to such Bridge Decrease. Upon a Bridge Decrease, the Administrative Agent shall indicate in its records such Bridge Decrease, the Purchaser Group Invested Amount outstanding with respect to each Purchaser Group after giving effect to such Bridge Decrease and the Class R Invested Amount outstanding with respect to each Committed Note Purchaser after giving effect to such Bridge Decrease. For the avoidance of doubt, payments made in connection with a Bridge Decrease may be made on a non-pro rata basis to the Purchaser Groups if required to cause a Purchaser Group's Class A Purchaser Group Invested Amount to equal than the Class A

Maximum Purchaser Group Invested Amount, as determined by ABRCF and notified to the Trustee and Administrative Agent in writing.

(c) Section 2.10 of the Series 2010-6 Supplement is hereby amended and restated as follows, (i) by deleting each text thereof which is lined out and (ii) by inserting each text thereof which is double underlined:

Section 2.10. ~~Reduction~~Adjustments to Commitments. Prior toThe Series 2010-6 Maximum Invested Amount shall be (i) on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, as set forth in Schedule I-C hereto, (ii) if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, as set forth in Schedule I-D hereto, (iii) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date, as set forth in Schedule I-A hereto and (iv) on and after the Reduction Date, as set forth in Schedule I-B hereto. The parties hereto agree and acknowledge that (w) on the Bridge Closing Date, the Series 2010-6 Maximum Invested Amount shall be automatically increased by increasing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-C hereto, (x) if the Bridge Decrease Date occurs prior to the Bridge Repayment Date and to the extent applicable, on the Bridge Decrease Date the Series 2010-6 Maximum Invested Amount shall be automatically reduced by reducing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-D hereto, (y) if the Bridge Repayment Date has occurred prior to the Reduction Date, on the Bridge Repayment Date the Series 2010-6 Maximum Invested Amount shall be automatically reduced by reducing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-A and (z) on the Reduction Date, the Series 2010-6 Maximum Invested Amount shall be ~~as set forth in Schedule I-A hereto~~. On the Reduction Date, the parties hereto agree and acknowledge that the Series 2010-6 Maximum Invested Amount shall be automatically reduced by reducing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-B hereto. The parties hereto hereby waive any requirement of prior notice under Sections 2.6(a) and (c) of this Supplement solely in connection with any increase or reduction in Commitments on the Bridge Closing Date, Bridge Decrease Date, Bridge Repayment Date or Reduction Date, as applicable.

(d) Clause (o) of Article IV of the Series 2010-6 Supplement is hereby amended and restated as follows, (i) by deleting each text thereof which is lined out and (ii) by inserting each text thereof which is double underlined:

(o) the Series 2010-6 Invested Amount on the Bridge Decrease Date, the Bridge Repayment Date or the Reduction Date exceeds the Series 2010-6 Maximum Invested Amount on such date (after giving effect to Section 2.10 and any Decreases made in accordance with Section 2.5(e)); and

2. 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.

3. 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.

4. 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.

5. 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) ABRCF shall have issued and directed the Trustee to authenticate, and the Trustee shall have authenticated a Class A Note in the name of each Funding Agent or each Non-Conduit Purchaser, as applicable, with respect to each Purchaser Group whose Class A Maximum Purchaser Group Invested Amount is changing in connection with this Amendment in an amount equal to the applicable Maximum Purchaser Group Invested Amount with respect to each such Purchaser Group (after giving effect to the effectiveness of this Amendment), and shall have delivered such Series 2010-6 Notes to such applicable Funding Agents or Non-Conduit Purchasers, (vii) 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, (viii) the Administrative Agent and each Purchaser Group shall have received payment of any fees payable to it in connection with this Amendment and (ix) 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").

6. 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.

7. 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.

8. 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 2010-6 Agent

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

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

By: /s/ Adam J. Klimek
Name: Adam J. Klimek
Title: Executive Director

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/ Douglas Noe
Name: Douglas Noe
Title: Managing Director

CAFCO, LLC,
as a CP Conduit Purchaser under the Series 2010-6
Supplement

By: Citibank, N.A., as Attorney-in-fact

By: /s/ Linda Moses
Name: Linda Moses
Title: Attorney in Fact

CHARTA, LLC,
as a CP Conduit Purchaser under the Series 2010-6
Supplement

By: Citibank, N.A., as Attorney-in-fact

By: /s/ Linda Moses
Name: Linda Moses
Title: Attorney in Fact

CIESCO, LLC,
as a CP Conduit Purchaser under the Series 2010-6
Supplement

By: Citibank, N.A., as Attorney-in-fact

By: /s/ Linda Moses
Name: Linda Moses
Title: Attorney in Fact

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

By: Citibank, N.A., as Attorney-in-fact

By: /s/ Linda Moses
Name: Linda Moses
Title: Attorney in Fact

CITIBANK, N.A., as
an APA Bank under the Series 2010-6 Supplement

By: /s/ Peter Hext
Name: Peter Hext
Title: Attorney in Fact

CITIBANK, N.A.,
as a Funding Agent under the Series 2010-6 Supplement

By: /s/ Peter Hext
Name: Peter Hext
Title: Attorney in Fact

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

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

By: /s/ Adam J. Klimek
Name: Adam J. Klimek
Title: Executive Director

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

By: /s/ Adam J. Klimek
Name: Adam J. Klimek
Title: Executive Director

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

By: /s/ Adam J. Klimek
Name: Adam J. Klimek
Title: Executive Director

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/ Richard McBride
Name: Richard McBride
Title: Director

By: /s/ Michael Regan
Name: Michael Regan
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/ Richard McBride
Name: Richard McBride
Title: Director

By: /s/ Michael Regan
Name: Michael Regan
Title: Managing Director

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

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 Racheva
Name: Irina Racheva
Title: Authorized Signatory

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

By: /s/ Damian A. Perez
Name: Damian A. Perez
Title: Vice President

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

By: /s/ Chris Fukuoka
Name: Chris Fukuoka
Title: Director

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

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

By: /s/ Karen Louie
Name: Karen Louie
Title: Managing Director

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

By: /s/ Irina Khaimova
Name: Irina Khaimova
Title: Vice President

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

By: /s/ John Pappano
Name: John Pappano
Title: Managing Director

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. F/K/A THE BANK OF TOKYO-
MITSUBISHI UFJ, LTD.,
as Funding Agent under the Series 2010-6 Supplement

By: /s/ Christopher Pohl
Name: Christopher Pohl
Title: Managing Director

MUFG BANK, LTD. F/K/A THE BANK OF TOKYO-
MITSUBISHI UFJ, LTD.,
as an APA Bank under the Series 2010-6 Supplement

By: /s/ Christopher Pohl
Name: Christopher Pohl
Title: Managing Director

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/ Olivier Riffaud
Name: Olivier Riffaud
Title: Director

AESOP 2010-6 - Second Amendment to the Fifth A&R Series 2010-6 Supplement

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

By: /s/ Emily Shields
Name: Emily Shields
Title: Senior Vice President

AESOP 2010-6 - Second Amendment to the Fifth A&R Series 2010-6 Supplement

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

By: /s/ Stephen Marchi
Name: Stephen Marchi
Title: Authorized Signatory

AESOP 2010-6 - Second Amendment to the Fifth A&R Series 2010-6 Supplement

VERSAILLES ASSETS LLC,
as CP Conduit Purchaser under the Series 2010-6
Supplement

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

NATIXIS, NEW YORK BRANCH,
as Funding Agent under the Series 2010-6 Supplement

By: /s/ Randy Appleyard
Name: Randy Appleyard
Title: Executive Director

By: /s/ Rafael Doo
Name: Rafael Doo
Title: Vice President

NATIXIS, NEW YORK BRANCH,
as an APA Bank under the Series 2010-6 Supplement

By: /s/ Randy Appleyard
Name: Randy Appleyard
Title: Executive Director

By: /s/ Rafael Doo
Name: Rafael Doo
Title: Vice President

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

By: /s/ Joseph McElroy
Name: Joseph McElroy
Title: Managing Director

AESOP 2010-6 - Second Amendment to the Fifth A&R Series 2010-6 Supplement

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

AESOP 2010-6 - Second Amendment to the Fifth A&R Series 2010-6 Supplement

AVIS BUDGET CAR RENTAL, LLC,
as Administrator

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

AESOP 2010-6 - Second Amendment to the Fifth A&R Series 2010-6 Supplement

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

This SECOND AMENDMENT TO THE THIRD AMENDED AND RESTATED SERIES 2015-3 SUPPLEMENT (this "Amendment"), dated as of April 24, 2023 amends the Third Amended and Restated Series 2015-3 Supplement (as amended to date, the "Series 2015-3 Supplement"), dated as of April 14, 2022, 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, among other things, (i) include certain mechanics in connection with a bridge facility and (ii) replace Schedule I thereto with a new Schedule I in the form of Schedule B to this Amendment; and

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. Amendments.

(a) The following definitions are (x) to the extent already set forth in Article I(b) of the Series 2015-3 Supplement, 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, (y) to the extent such definition is double underlined in its entirety, inserted into Article I(b) of the Series 2015-3 Supplement in the appropriate alphabetical order and (z) to the extent such definition is lined out in its entirety, deleted from Article I(b) of the Series 2015-3 Supplement:

“Bridge Closing Date” means April 24, 2023.

“Bridge Decrease” is defined in Section 2.5(e).

“Bridge Decrease Date” means August 31, 2023.

“Bridge Purchaser Group” means each CP Conduit Purchaser Group and Non-Conduit Purchaser Group that is designated as such on Schedules I-C or I-D, as applicable, or that ABRCF otherwise designates as such by notifying in writing the Administrative Agent and the Trustee.

“Bridge Repayment Date” means the first Business Day following the earlier of (x) the first Series Closing Date with respect to any Series of Notes (other than Variable Funding Notes) following the Bridge Closing Date and (y) the Reduction Date.

“Class A Maximum Purchaser Group Invested Amount” means, (1) ~~prior to~~ on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-C under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-C under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, (2) if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-D under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group

on Schedule I-D under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, ~~(3) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date,~~ with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-A under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-A under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement; and ~~(24) on or~~ and after the Reduction Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-B under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-B under the heading “Class A Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, in each case, as such amount may be increased or reduced from time to time as provided in Section 2.6. The Class A Maximum Purchaser Group Invested Amount with respect to each Non-Extending Purchaser Group shall be reduced by the Class A Maximum Purchaser Group Invested Amount of such Non-Extending Purchaser Group on the Class A Scheduled Expiry Date with respect to such Purchaser Group to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2015-3 Notes to a replacement Purchaser Group as provided in Section 2.6(d).

“Class A/B Maximum Invested Amount” means the sum of (x) the Class A Maximum Invested Amount and (y) the Class B Maximum Invested Amount, in each case only taking into consideration the Class A Maximum Purchaser Group Invested Amounts and Class B Maximum Purchaser Group Invested Amounts set forth on Schedule I-B of this Supplement, regardless of whether the Reduction Date, the Bridge Decrease Date or the Bridge Repayment Date has occurred.

“Class B Maximum Purchaser Group Invested Amount” means, ~~(1) prior to on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date,~~ with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-C under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-C under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, ~~(2) if the Bridge Repayment Date has not yet occurred, and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge~~

Repayment Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-D under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-D under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, (3) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-A under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-A under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement; and (2) on or after the Reduction Date, with respect to (a) any CP Conduit Purchaser Group, the amount set forth opposite the name of the CP Conduit Purchaser or CP Conduit Purchasers, as applicable, included in such CP Conduit Purchaser Group on Schedule I-B under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such CP Conduit Purchaser Group became a party to this Supplement or (b) any Non-Conduit Purchaser Group, the amount set forth opposite the name of such Non-Conduit Purchaser Group on Schedule I-B under the heading “Class B Maximum Purchaser Group Invested Amount” or in the Purchaser Group Supplement pursuant to which such Non-Conduit Purchaser Group became a party to this Supplement, in each case, as such amount may be increased or reduced from time to time as provided in Section 2.6. The Class B Maximum Purchaser Group Invested Amount with respect to each Non-Extending Purchaser Group shall be reduced by the Class B Maximum Purchaser Group Invested Amount of such Non-Extending Purchaser Group on the Class B Scheduled Expiry Date with respect to such Purchaser Group to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2015-3 Notes to a replacement Purchaser Group as provided in Section 2.6(d).

“Class R Maximum Invested Amount” means, (1) prior to and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-C under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement, (2) if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-D under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement, (3) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding

the Reduction Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-A under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement and ~~(24)~~ on and after the Reduction Date, with respect to any Committed Note Purchaser, the amount set forth opposite the name of such Committed Note Purchaser on Schedule I-B under the heading “Class R Maximum Purchaser Group Invested Amount” or in the Class R Supplement pursuant to which such Committed Note Purchaser became a party to this Supplement, in each case, as such amount may be increased from time to time as provided in Section 2.6.

“Schedule I” means, unless otherwise specified, (i) ~~prior to on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, Schedule I-C hereto,~~ (ii) ~~if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, Schedule I-D hereto,~~ (iii) ~~if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date, Schedule I-A hereto and~~ ~~(iiiiv)~~ on and after the Reduction Date, Schedule I-B hereto, in ~~either~~each case, as modified to include any revised schedule in connection with a Purchaser Group Supplement.

“Series 2015-3 Maximum Invested Amount” means, on any date of determination, the sum of (i) the Maximum Purchaser Group Invested Amount and (ii) the Class R Maximum Invested Amount on such date; provided that on and after the Bridge Decrease Date, the Bridge Repayment Date and/or the Reduction Date, the Series 2015-3 Maximum Invested Amount shall be reduced in accordance with Section 2.10, as applicable.

(b) Section 2.5 of the Series 2015-3 Supplement is hereby amended and restated as follows, (i) by deleting each text thereof which is lined out and (ii) by inserting each text thereof which is double underlined:

Section 2.5. Procedure for Decreasing the Series 2015-3 Invested Amount; Optional Termination.

(a) Subject to the following sentence, on any Business Day prior to the occurrence of an Amortization Event, upon the written request of ABRCF or the Administrator on behalf of ABRCF, the Series 2015-3 Invested Amount or during any Series 2015-3 Controlled Amortization Period the Class A Invested Amount and Class B Invested Amount only, may be reduced (a “Decrease”) by the Trustee’s withdrawing (as set forth in such request) (x) funds on deposit in the Series 2015-3 Excess Collection Account on such Business Day in an amount not to exceed the amount of such funds on deposit therein on such Business Day (after giving effect to any application pursuant to clauses (i), (ii) and (iii) of Section 3.2(f)) and/or (y) if such Business Day is during any Series 2015-3 Controlled Amortization Period, funds on deposit in the Series 2015-3 Collection Account on such Business Day in an amount not to exceed the amount of such funds on deposit therein on such Business Day that were allocated to the Series 2015-3 Notes pursuant to Section 3.2(b)(ii) on or prior to such Business Day which have not previously been withdrawn

therefrom pursuant to either this clause (y) to make a Decrease or pursuant to Section 3.5(a) to be paid to the holders of the Series 2015-3 Notes, and, in each case, depositing such funds into the Series 2015-3 Distribution Account and distributing such funds to the Administrative Agent on such Business Day in accordance with Section 3.5(b); provided that ABRCF shall have given the Administrative Agent and each Committed Note Purchaser (with a copy to the Trustee) irrevocable written notice (effective upon receipt) of the amount of such Decrease prior to 9:30 a.m. (New York City time) on the second Business Day prior to such Decrease; provided, further, that any such Decrease (other than in accordance with a Bridge Decrease pursuant to Section 2.5(e)) shall be in an amount equal to \$10,000,000 and integral multiples of \$500,000 in excess thereof (or if such Decrease will be used to reduce one or more Non-Extending Purchaser Group's Purchaser Group Invested Amounts, such Decrease may be in such amount as is necessary to reduce the Purchaser Group Invested Amounts of all such Non-Extending Purchaser Groups as necessary to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2015-3 Notes to a replacement Purchaser Group as provided in Section 2.6(d)). Notwithstanding the previous sentence, the Class R Notes shall not be subject to a Decrease during any Series 2015-3 Controlled Amortization Period. Upon each Decrease, the Administrative Agent shall indicate in its records such Decrease, the Purchaser Group Invested Amount outstanding with respect to each Purchaser Group after giving effect to such Decrease and the Class R Invested Amount outstanding with respect to each Committed Note Purchaser after giving effect to such Decrease. Upon receipt of any notice required by Section 2.5(a) from ABRCF, the Administrative Agent shall forward (by telecopy or electronic messaging system) a copy of such notice to each Non-Conduit Purchaser and the Funding Agent with respect to each CP Conduit Purchaser Group, no later than 1:00 p.m. (New York City time) on the Business Day received. For the avoidance of doubt, payments made in connection with a Bridge Decrease may be made on a non-pro rata basis to the Purchaser Groups if required to cause a Purchaser Group's Class A Purchaser Group Invested Amount to equal the Class A Maximum Purchaser Group Invested Amount, as determined by ABRCF and notified to the Trustee and Administrative Agent in writing.

(b) On any Business Day, ABRCF shall have the right to deliver an irrevocable written notice (an "Optional Termination Notice") to the Administrative Agent, each Committed Note Purchaser, the Trustee, the Administrator, Standard & Poor's, Moody's and the Rating Agencies in which ABRCF declares that the Commitments shall terminate on the date (the "Optional Termination Date") set forth in such notice (which date, in any event, shall be a Distribution Date not less than twenty Business Days from the date on which such notice is delivered). Upon receipt of any Optional Termination Notice from ABRCF, the Administrative Agent shall promptly notify each Non-Conduit Purchaser and the Funding Agent with respect to each CP Conduit Purchaser Group thereof.

(c) From and after the Optional Termination Date, the Series 2015-3 Rapid Amortization Period shall commence for all purposes under this Supplement, the Base Indenture and the Related Documents.

(d) If there are Principal Collections on deposit in the Series 2015-3 Excess Collection Account on any Business Day on which the Purchaser Group Invested Amount with respect to any Non-Extending Purchaser Group shall not have been reduced as necessary to the extent such Non-Extending Purchaser Group does not assign all of its rights and obligations under this Supplement and the Series 2015-3 Notes to a replacement Purchaser Group as provided in Section 2.6(d) and ABRCF would be permitted under the terms of Section 2.5(a) to effect a Decrease with such funds, ABRCF shall request such a Decrease in accordance with Section 2.5(a) on the earliest possible date.

(e) Upon the Bridge Repayment Date, the Bridge Decrease Date and/or the Reduction Date, ABRCF shall deposit into the Series 2015-3 Excess Collection Account an amount equal to the amount required to reduce the Class A Purchaser Group Invested Amount for each Purchaser Group to the Class A Maximum Purchaser Group Invested Amount listed on (x) if the Bridge Decrease Date has occurred and the Bridge Repayment Date has not yet occurred, Schedule I-D hereto, (y) if the Bridge Repayment Date has occurred and the Reduction Date has not yet occurred, Schedule I-A hereto and (z) if the Reduction Date has occurred, Schedule I-B hereto, and shall use such amount to make a Decrease (such Decrease, a “Bridge Decrease”) in accordance with Section 2.5(a) and this Section 2.5(e). ABRCF or the Administrator on behalf of ABRCF, shall instruct the Trustee to reduce the Class A Purchaser Group Invested Amount for each Purchaser Group so that such Purchaser Group’s Class A Purchaser Group Invested Amount is equal to or less than the Class A Maximum Purchaser Group Invested Amount set forth on (x) if the Bridge Decrease Date has occurred and the Bridge Repayment Date has not yet occurred, Schedule I-D hereto, (y) if the Bridge Repayment Date has occurred and the Reduction Date has not yet occurred, Schedule I-A hereto and (z) if the Reduction Date has occurred, Schedule I-B hereto. ABRCF or the Administrator on its behalf shall have given the Administrative Agent (with a copy to the Trustee) irrevocable written notice (effective upon receipt) (with a copy to each Bridge Purchaser Group) of the amount of such Bridge Decrease prior to 9:30 a.m. (New York City time) on the second Business Day prior to such Bridge Decrease. Upon a Bridge Decrease, the Administrative Agent shall indicate in its records such Bridge Decrease, the Purchaser Group Invested Amount outstanding with respect to each Purchaser Group after giving effect to such Bridge Decrease and the Class R Invested Amount outstanding with respect to each Committed Note Purchaser after giving effect to such Bridge Decrease. For the avoidance of doubt, payments made in connection with a Bridge Decrease may be made on a non-pro rata basis to the Purchaser Groups if required to cause a Purchaser Group’s Class A Purchaser Group Invested Amount to equal than the Class A

Maximum Purchaser Group Invested Amount, as determined by ABRCF and notified to the Trustee and Administrative Agent in writing.

(c) Section 2.10 of the Series 2015-3 Supplement is hereby amended and restated as follows, (i) by deleting each text thereof which is lined out and (ii) by inserting each text thereof which is double underlined:

Section 2.10. ~~Reduction~~Adjustments to Commitments. Prior toThe Series 2015-3 Maximum Invested Amount shall be (i) on and after the Bridge Closing Date to but excluding the earlier of the Bridge Decrease Date and the Bridge Repayment Date, as set forth in Schedule I-C hereto, (ii) if the Bridge Repayment Date has not yet occurred and to the extent applicable, on and after the Bridge Decrease Date to but excluding the Bridge Repayment Date, as set forth in Schedule I-D hereto, (iii) if the Bridge Repayment Date has occurred, on and after the Bridge Repayment Date to but excluding the Reduction Date, as set forth in Schedule I-A hereto and (iv) on and after the Reduction Date, as set forth in Schedule I-B hereto. The parties hereto agree and acknowledge that (w) on the Bridge Closing Date, the Series 2015-3 Maximum Invested Amount shall be automatically increased by increasing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-C hereto, (x) if the Bridge Decrease Date occurs prior to the Bridge Repayment Date and to the extent applicable, on the Bridge Decrease Date the Series 2015-3 Maximum Invested Amount shall be automatically reduced by reducing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-D hereto, (y) if the Bridge Repayment Date has occurred prior to the Reduction Date, on the Bridge Repayment Date the Series 2015-3 Maximum Invested Amount shall be automatically reduced by reducing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-A and (z) on the Reduction Date, the Series 2015-3 Maximum Invested Amount shall be ~~as set forth in Schedule I-A~~ hereto. On the Reduction Date, the parties hereto agree and acknowledge that the Series 2015-3 Maximum Invested Amount shall be automatically reduced by reducing the applicable Maximum Purchaser Group Amounts as set forth in Schedule I-B hereto. The parties hereto hereby waive any requirement of prior notice under Sections 2.6(a) and (c) of this Supplement solely in connection with any increase or reduction in Commitments on the Bridge Closing Date, Bridge Decrease Date, Bridge Repayment Date or Reduction Date, as applicable.

(d) Clause (o) of Article IV of the Series 2015-3 Supplement is hereby amended and restated as follows, (i) by deleting each text thereof which is lined out and (ii) by inserting each text thereof which is double underlined:

(o) the Series 2015-3 Invested Amount on the Bridge Decrease Date, the Bridge Repayment Date or the Reduction Date exceeds the Series 2015-3 Maximum Invested Amount on such date (after giving effect to Section 2.10 and any Decreases made in accordance with Section 2.5(e)); and

2. 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.

3. 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.

4. 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.

5. 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, (vi) ABRCF shall have issued and directed the Trustee to authenticate, and the Trustee shall have authenticated a Class A Note in the name of each Funding Agent or each Non-Conduit Purchaser, as applicable, with respect to each Purchaser Group whose Class A Maximum Purchaser Group Invested Amount is changing in connection with this Amendment in an amount equal to the applicable Maximum Purchaser Group Invested Amount with respect to each such Purchaser Group (after giving effect to the effectiveness of this Amendment), and shall have delivered such Series 2015-3 Notes to such applicable Funding Agents or Non-Conduit Purchasers, (vii) 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 and (viii) the Administrative Agent and each Purchaser Group shall have received payment of any fees payable to it in connection with this Amendment (such later date, the "Amendment Effective Date").

6. 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.

7. 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.

8. 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

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

By: /s/ Adam J. Klimek

Name: Adam J. Klimek

Title: Executive Director

AGREED, ACKNOWLEDGED AND CONSENTED:

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

By: Barclays Bank PLC, as attorney-in-fact

By: /s/ Karen Ngai
Name: Karen Ngai
Title: Director

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

By: /s/ Karen Ngai
Name: Karen Ngai
Title: Director

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

By: /s/ Karen Ngai
Name: Karen Ngai
Title: Director

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

By: /s/ Adam J. Klimek
Name: Adam J. Klimek
Title: Executive Director

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

By: /s/ Adam J. Klimek
Name: Adam J. Klimek
Title: Executive Director

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

By: /s/ Adam J. Klimek
Name: Adam J. Klimek
Title: Executive Director

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

AVIS BUDGET CAR RENTAL, LLC,
as Administrator

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

AESOP 2015-3 - Second Amendment to the Third A&R Series 2015-3 Supplement
